



**CITY OF NOVI CITY COUNCIL
MAY 9, 2022**

SUBJECT: Approval to award a Generator Preventative Maintenance and Repair Service contract to American Generators Sales & Service, LLC, for an estimated annual amount of \$38,037, for one year, with two renewal options in one-year increments.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Management Division
Department of Public Works – Water and Sewer Division

EXPENDITURE REQUIRED	\$ 38,037
AMOUNT BUDGETED	\$ 38,037
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-265.00-934.000 (Facilities Management) 101-265.00-934.442 (DPW) 101-301.00-934.000 (Police) 101-337.00-934.000 (Fire) 590-000.00-934.000 (Ice Arena) 592-592.00-934.000 (Water & Sewer)

BACKGROUND INFORMATION: This contract is for maintenance of and emergency services for all City-owned backup generators. Preventative maintenance services performed on the City's generators lessen the likelihood of equipment failure and control costs by prolonging each generator's useful life cycle. The services to be provided for each generator include:

- Two annual preventative maintenance inspections;
- One complete oil change and fluid top-off;

- One annual 2-hour load bank test for generators at fire stations, sanitary sewage lift stations and water booster stations; one annual 4-hour load bank test for generators at the Civic Center and Police Headquarters; Three 30-minute load bank tests for the generator at Police Headquarters:
- Coolant flushes, as needed and with the City's advanced approval.

Three proposals were received in response to the attached publicly solicited RFP. Pricing from each responding firm is presented in detail in the attached Pricing Summary sheet. A team comprised of City staff reviewed the proposals and evaluated the firm's qualifications and costing rates for hourly labor and material markup. After careful review, it is the recommendation of this team to award American Generators Sales & Service, LLC, the lowest qualified bidder, the contract.

RECOMMENDED ACTION: Approval to award a Generator Preventative Maintenance and Repair Service contract to American Generators Sales & Service, LLC, for an estimated annual amount of \$38,037, for one year, with two renewal options in one-year increments.

GENERATOR PREVENTIVE MAINTENANCE/REPAIR CONTRACT BID TABULATION

BASE BID	Ancona Controls	American Generators	W.W. Williams
Spring PM (inspection & oil change)	12,275	13,950	15,060
Fall PM (inspection only)	5,075	7,975	6,535
4 Hr Load Test (M-F)	1,875	1,587	4,405
2 Hr Load Test (M-F)	12,150	12,825	11,040
Load Test Sat for CC & PD	2,000	1,700	4,185
Coolant Flush	15,620	16,345	quote as needed
ALTERNATE 1 - Ice Arena			
Spring PM (inspection & oil change)	500	400	400
Fall PM (inspection only)	200	275	220
2 Hr Load Test (M-F)	500	475	400
Coolant Flush	535	510	quote as needed
ALTERNATE 2 - Meadowbrook Commons			
Spring PM (inspection & oil change)	640	800	1,550
Fall PM (inspection only)	200	275	275
4 Hr Load Test (M-F)	1,000	600	675
4 hr Load Test (Sat)	1,400	850	2,335
Coolant Flush	858	610	quote as needed
Hourly Rates: Service/Repair			
Hourly Rate (M-F, 8-5pm)	129.00	129.00	135.00
Hourly Rate (M-F, after 5)	159.00	193.50	202.50
Hourly Rate (Sat, Sun)	159.00	193.50	202.50
Hourly Rate (Holiday)	189.00	193.50	270.00
Hourly Rates: Emergency			
Hourly Rate (M-F, 8-5pm)	189.00	120.00	135.00
Hourly Rate (M-F, after 5)	189.00	193.50	202.50
Hourly Rate (Sat, Sun)	189.00	193.50	202.50
Hourly Rate (Holiday)	189.00	250.00	270.00
Materials cost - % markup over contractors cost	25%	25%	35%
Comments/ Exceptions			
Ancona Generators - Did not complete the Contractor Qualifications Questionnaire			
American Generators - N/A			
W.W. Williams:			
<ul style="list-style-type: none"> - Coolant changes will be quoted as needed at contract service rates. - Travel labor time (at contracted rate) - Mileage (\$2.00 per mile) - EPA and supply fees will be applied to call outs and service repairs - Any freight charges to secure special order parts will be charged on all callouts/services outside - Material invoices will be supplied for special order parts - Warranty statement supplied 			

**CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM**

Company Name
American Generators

We the undersigned as bidder, propose to furnish Generator Preventive Maintenance & Repair Services to the City of Novi according to the RFP specifications for the following prices:

BASE BID	Spring Preventive Maintenance (inspection & oil change)	Fall Preventive Maintenance (inspection only)	Price to Load Test 4 hour (Monday-Friday)	Price to Load Test 2 hour (Monday-Friday)	Price to Load Test 4 hour (Saturday)	Price for Coolant Flush (upon request)
Civic Center	650.00	275.00	600.00	N/A	850.00	700.00
Police Dept.	550.00	275.00	600.00	N/A	850.00	640.00
Police Dept. - 30 minute Load Test		N/A	129.00	N/A	N/A	N/A
DPW	800.00	275.00	N/A	475.00	N/A	610.00
Fire Station #1	400.00	275.00	N/A	475.00	N/A	520.00
Fire Station #2	400.00	275.00	N/A	475.00	N/A	510.00
Fire Station #3	400.00	275.00	N/A	475.00	N/A	510.00
Fire Station #4	500.00	275.00	N/A	475.00	N/A	530.00
Lift Station #1	450.00	275.00	N/A	475.00	N/A	530.00
Lift Station #2	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #3	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #4	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #5	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #6	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #7	450.00	275.00	N/A	475.00	N/A	530.00
Lift Station #8	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #9	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #10	550.00	275.00	N/A	475.00	N/A	620.00
Lift Station #11	400.00	275.00	N/A	475.00	N/A	530.00
Lift Station #12	550.00	275.00	N/A	475.00	N/A	620.00
Lift Station #13	550.00	275.00	N/A	475.00	N/A	620.00
Lift Station #18	400.00	275.00	N/A	475.00	N/A	530.00
Lift Station #19	500.00	275.00	N/A	475.00	N/A	565.00
Lift Station #20	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #21	400.00	275.00	N/A	475.00	N/A	510.00
Lift Station #22	400.00	275.00	N/A	475.00	N/A	510.00
West Park Booster	700.00	275.00	N/A	475.00	N/A	700.00
Island Lake Booster #1	600.00	275.00	N/A	475.00	N/A	700.00
Portable #1	550.00	275.00	N/A	475.00	N/A	640.00
Portable #2	550.00	275.00	N/A	475.00	N/A	640.00
TOTAL BASE BID	13,950.00	7,975.00	1,329.00	12,825.00	1,700.00	16,345.00

**CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE REPAIR SERVICES
PROPOSAL FORM**

Company Name
American Generators

	Spring Preventive Maintenance (inspection & oil change)	Fall Preventive Maintenance (inspection only)	Price to Load Test 4 hour (Monday-Friday)	Price to Load Test 2 hour (Monday-Friday)	Price to Load Test 4 hour (Saturday)	Price for Coolant Flush (upon request)
ALTERNATE #1						
Ice Arena	400.00	275.00	N/A	475.00	N/A	510.00
ALTERNATE #2						
Meadowbrook Commons	800.00	275.00	600.00	N/A	850.00	610.00

HOURLY RATES	M-F 8am-5pm	M-F after 5pm	Sat/Sun	Holiday
Service/Repair	129.00	193.50	193.50	193.50
Emergency	120.00	193.50	193.50	250.00

MATERIALS -	
Percent Over Contractor's Cost	25.00%

WE ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA:

Acknowledged by Steve Cirino

EXCEPTIONS / OTHER CHARGES / COMMENTS:

COMPANY NAME:

American Generators Sales & Service, LLC

ADDRESS:

6158 Delfield Dr, Suite C

CITY, STATE, ZIP CODE:

Waterford, MI, 48329

AGENTS NAME: (Please print)

Steven Cirino

AGENTS TITLE: (Please print)

Commercial Sales Manager

AGENTS SIGNATURE:

TELEPHONE:

248-623-4919

EMAIL:

Steve@american-generator.com

FAX:

DATE:

4/25/22



**CITY OF NOVI
GENERATOR PREVENTIVE MAINTENANCE AND
REPAIR SERVICES**

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your bid.

Name of Firm American Generators Sales & Service, LLC
Address: 6158 Delfield Dr
City, State Zip Waterford, MI 48329
Telephone 248-623-4919 Fax _____
Mobile 248-563-5005
Agent's Name (please print) Steven Cirino
Agent's Title Commercial Sales Manager
Email Address: Steve@american-generator.com
Website www.American-generator.com

1. Organizational structure: Corporation, Partnership, etc. LLC
2. Firm established: 2008
3. How many full time employees? 14 Part time? 0
4. Do you have 24-hour emergency service? Yes
5. 24-hour/7-day Emergency Telephone Number 248-623-4919
6. Provide your procedure for handling night and weekend calls.
Call main number - push correct option and it gets you to the on call tech

7. What is your typical response time, from time of call to arrival on site? 2 hrs
8. Can you meet our emergency response requirement? yes
If not, what is the time frame for your response? _____
9. Address of your local facility 6158 Delfield Dr, Waterford, MI 48329
10. Distance of local facility from the Novi Civic Center 20 mi
11. Are you able to provide insurance coverage as required by this bid? Yes

12. List the scope of services (type of work) you are able to perform.

Generator sales, service, maintenance, repair, load banks, fuel polishing, ATS sales and
Maintenance

13. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.

Electrical Contractor 6108798

Doug Pletcher Master Electrician 6210880

14. Provide a list of mobile service technicians, and all other professional staff to be assigned to this contract. Include name, title, license number, and years of experience, full/part time, on-call availability, qualifications, and experience. Must be staff working out of local facility.

Geoff Hegel - operations manager (in charge of tech services) 248-595-2321

Justin Nowicki - tech, Rob Madigan - tech, Nicholas Swanson - Tech

Josh Tilley - tech, Andrew Benford - tech, Greg Cood - tech,

All tech's factory trained on Cummins, Generac, Kohler, Blue Star, Briggs & Stratton

15. List equipment, tools and all other resources available to your firm to perform this contract:

Load Banks/ Fuel Polisher/ Fluid Samples/ anything Generator related

16. Do you own a rental fleet of generators? yes If yes, how many? 5

17. Do you have rental cables? yes

18. Are you able to install an emergency rental generator? Yes

19. Are you capable of servicing & repairing automatic transfer switches? yes If so, please list & describe brands All Brands

20. Do you stock spare parts for emergency services? Yes

21. What is your estimated delivery time for non-stocked items? 2-3 days

22. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, and value of contract.

City of Rochester Hills, City of Livonia, City of St Clair Shores

City of Taylor, City of Pleasant Ridge, Livingston County Drain com.

White lake Township, Wayne county, Village of oxford/oxford FD

City of Lincoln park

23. **References:** Provide at least three (3) current client references (with contact names and phone numbers) that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company City of Taylor

Address 23555 Goddard Rd, Taylor MI 48180

Phone 313-363-0100 Contact name Guido Ulin

Company City of Lincoln Park

Address 500 Southfield rd, Lincoln Park MI 48146

Phone 313-215-4109 Contact name John Kozuh

Company City of Rochester

Address 1000 Rochester Hills Dr, Rochester Hills MI 48309

Phone 248-656-4658 Contact name Alex Drummer

24. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Steven Cirino

Date 4/25/22

Generator Preventive Maintenance and Repair Services Proposal

Prepared for the City of Novi

By American Generators Sales & Service, LLC

April 24, 2022



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

**GENERATOR PREVENTIVE MAINTENANCE AND
REPAIR SERVICES**

The City of Novi will receive sealed proposals for **Generator Preventive Maintenance and Repair Services** according to the specifications of the City of Novi.

Sealed proposals will be received until **2:00 p.m.** prevailing Eastern Time, **Thursday, April 28, 2022** at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "**Generator Preventive Maintenance and Repair Services RFP**" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Finance Department

Notice dated: April 13, 2022

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those contractors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



**CITY OF NOVI
REQUEST FOR PROPOSALS**

**GENERATOR PREVENTIVE MAINTENANCE AND
REPAIR SERVICES**

INSTRUCTIONS TO PROPOSERS

IMPORTANT DATES

RFP Issue Date	April 13, 2022
Last Date for Questions	Thursday, April 21, 2022, by 12:00 p.m. Submit questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	Thursday, April 28, 2022 by 2:00 pm

QUESTIONS

Please email all questions to the person listed above. Please write the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

PROPOSAL SUBMITTALS

Provide **one (1)** signed original copy of your proposal. Original proposal may be clipped but should not be stapled or bound. No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi. Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi. After contract award, notification will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity, methodology, and previous experience with the contractor may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Rd, Novi, MI 48375, or emailed to: invoices@cityofnovi.org.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other offerer or with any other Competitor;
and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



**CITY OF NOVI
REQUEST FOR PROPOSALS**

**GENERATOR PREVENTIVE MAINTENANCE AND
REPAIR SERVICES**

SPECIFICATIONS

The City of Novi is seeking proposals for a Generator Maintenance and Repair contract for all stationary generators located at City facilities, all lift station generators and associated equipment, and two portable generators. The qualified contractor will be responsible to provide all labor, materials, and equipment for generator maintenance/repair.

SCOPE OF CONTRACT

This contract shall be a service and inspection contract, the contractor will provide generator maintenance and inspection services to include; spring preventive maintenance and fall preventive maintenance, oil sample analysis, load testing, and coolant flushes. After each inspection, a written report (for each generator inspected) will be provided to the City of Novi detailing the inspection AND any additional services required. The number and/or frequency of services may be modified (increased or decreased) by the City, as needed, at the City's discretion.

Alternate #1: Generator preventive maintenance service for Novi Ice Arena.

Alternate #2: Generator preventive maintenance services at Meadowbrook Commons.

TYPE OF CONTRACT

The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same prices, terms, and conditions.

GENERAL REQUIREMENTS

- Contractor will initiate Preventive Maintenance to take place in May & October.
- All generator service, repair, and maintenance shall be scheduled through the contact person for that location. Contact information will be provided to the successful bidder.
- Contractor's employees shall wear uniforms bearing the company name whenever at the job site.
- Contractor's vehicle shall bear company name/logo whenever the Contractor is on the job site.
- Contractor's personnel sent to service City generators shall carry identification confirming that they are bona fide employees of the contractor and not subcontractors. Use of subcontractors without written consent of the City is cause for termination of the contract.

INSPECTIONS/PREVENTIVE MAINTENANCE

The following preventive maintenance will be performed one time each per year, per generator:

1. **Spring Preventive Maintenance (May)** - Oil and filter change and oil sample analysis. Complete preventive maintenance inspection including: belts, engine block heater operation, fuel, oil, coolant leaks, air intakes and outlets, silencer, cooling hoses, battery charger operation and charge rate, check battery electrolyte levels and specify gravity, emergency system operation without load transfer, frequency check/governor adjustment, transfer switch and accessory operation, engine alternator charge rate, engine and generator, gauge and indicator operation, generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required. Service/replace air cleaner (as needed), replace fuel filter (as needed), check coolant level and fill if necessary, test and adjust anti-freeze and drain exhaust line. Copy of oil sample analysis will be provided with written report.
2. **Fall Preventive Maintenance (October)** - Complete preventive maintenance inspection including: belts, engine block heater operation, fuel, oil, coolant leaks, air intakes and outlets, silencer, cooling hoses, battery charger operation and charge rate, check battery electrolyte levels and specify gravity, emergency system operation without load transfer, frequency check/governor adjustment, transfer switch and accessory operation, engine alternator charge rate, engine and generator, gauge and indicator operation, generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required. Service/replace air cleaner (as needed), replace fuel filter (as needed), check coolant level and fill if necessary, test and adjust anti-freeze and drain exhaust line.

COOLANT FLUSH

The following services will be performed every 2-3 years upon request. This service will be performed on a separate visit, not done at the same time as the preventive maintenance.

1. Coolant flush, including an analysis for 1) acidic level (corrosion effects), and 2) clarity. Copy of analysis will be provided with written report.

After each inspection/service, the City will receive a written report detailing any condition found. A separate report is to be done for each generator inspected or serviced. In addition, a written quote for any noted repairs will be provided. Any work required will be done at the sole discretion of the City. Any work required that is not outlined herein will be referred to as "Special Services/Repair" on the pricing sheet and will be done after it is approved by the City. In all instances where the service is over \$5,000, the contractor will not proceed until they have received a signed purchase order.

OIL SAMPLE ANALYSIS

Oil samples must be taken and analyzed during Spring Preventive Maintenance services for every generator. The oil must be tested for contaminants such as: wear metals, silicates, coolant and fuel contamination. Testing should comply with ISO/IEC 17025:2005

accreditation, "General Requirements for the competence of Testing and Calibration Laboratories".

LOAD TESTS

All load tests (whether 2 or 4 hour) are to be "resistive" and should test for 100% of kW rating and include a Block Load Test at 100% load capacity. Load tests must be scheduled annually.

Civic Center: Generator at this location must have **4 hour** Load tests performed on them after business hours or Saturday and scheduled with a minimum of 10 working days advanced notice.

Police Department: Generator at this location must have a **4 hour** Load test performed on them after business hours or Saturday and scheduled with a minimum of 10 working days advanced notice. In addition, this generator must have **30 minute** load tests performed quarterly, for a total of four load tests annually.

Fire Stations #1 – 4: Generators at these locations must have **2 hour** Load Tests performed on them during business hours, Monday through Friday, 8:00 am – 5:00 pm, with a minimum 10 working days' notice.

Department of Public Works, all Lift Stations, and all Booster Stations must have **2 hour** Load Tests performed on them during business hours, Monday through Friday, 7:30 am – 4:00 pm, with a minimum of 10 working days advanced notice.

Ice Arena (Alternate #1): Generator at Ice Arena must have **2 hour** Load Test performed during business hours, Monday through Friday, 8:00 am – 5:00 pm, with a minimum 10 working days' notice.

Meadowbrook Commons (Alternate #2): Generator at Meadowbrook Commons must have **4 hour** load test during business hours, Monday through Friday, 8:00 am – 5:00 pm, with a minimum of 10 working days' notice.

EMERGENCY SERVICE

In the event of a power outage and generator failure, the awarded Contractor must be capable of having someone on-site within 60 minutes of emergency notification. An emergency phone number for this purpose shall be included on Qualifications Questionnaire. The contractor shall have an established 24-hour service AND emergency stand-by provisions to ensure immediate service within 60 minutes. In the event service is not provided within 1 hour of call-in, the City reserves the right to call a service organization of its choice. City staff shall determine what constitutes an emergency.

Repair service will be charged at hourly repair rate as provided on proposal form.

BILLING REQUIREMENTS

1. Contractor must provide a written estimate/quote for all service/repair work. Quote will include estimated work hours, hourly charges and parts estimates.
2. **There will be no charge to the City for Contractor to come to City site to evaluate a job or for estimate/quotes.**

3. Travel to and from the job site shall not incur any additional charges, including travel time, mileage, or fuel charges.
4. **In all instances, if the requested service/repair exceeds \$5,000.00, the contractor must obtain a signed purchase order from the City before the work can be performed.**
5. There will be no charge to the City for removal of old parts, debris, or hazardous waste disposal.
6. Each inspection requires a completed service or job order to be signed by the authorized City staff member or their designee and a copy of this work order provided to them.
7. Each repair/service requires a completed service or job order indicating hours worked and materials used. The order must be signed by authorized City staff and a copy of the order must be provided to this staff member.
8. Work must be invoiced and accompanied by a completed Contractor's service order and copies of material invoices from Contractor's suppliers to provide verification of actual cost of parts.
9. Invoices are to clearly state date and location where work was performed, hours worked, hourly charge, cost of any parts, and reference the service job order.
10. **Contractor shall not invoice the City until work has been completed. The City will not pre-pay for inspection/preventive maintenance services.**
11. Invoices (including copy of work order) for work completed may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to invoices@cityofnovi.org.

PERMITS

Where required by code, permits and all required inspections must be obtained by the contractor. Fees for City permits and inspections will be waived by the City for work on City buildings/facilities. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

TRANSFER OF CONTRACT/SUBCONTRACTING

This agreement is not transferable or assignable. Direct employees of the Contractor shall perform all work. To ensure accountability, no subcontractors will be allowed without prior written approval from the City. The Contractor agrees to indemnify the City from and against any claims initiated pursuant to any subcontract the Contractor enters into in the performance of this Contract.

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A *current certificate of insurance*

meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

CURRENT GENERATOR LOCATIONS

Location	kW's	Volts	Make	Model	Type	Address
Civic Center	350	480v	Kohler	350REOZV	Diesel	45175 Ten Mile Rd
Police Dept.	150	480v	Kohler	180RZJ	Diesel	45125 Ten Mile Rd
DPW	150	480v	Cummins	DGFA-555108	Diesel	26300 Lee BeGole Dr
Fire Station #1	50	220v	Kohler	50RZGB	Nat Gas	42975 Grand River Ave
Fire Station #2	35	220v	Cummins	GGFD-5007740	Nat Gas	1919 Paramount
Fire Station #3	35	220v	Cummins	GGFD-5007740	Nat Gas	42785 Nine Mile
Fire Station #4	35	220v	Cummins	GGHH-5570441	Nat Gas	49375 Ten Mile
Lift Station #1- Wixom Rd	80	480v	Generac	SG080	Nat Gas	25694 Wixom Rd
Lift Station #2- Napier Rd	29	480v	Cummins	GGMC659071	Nat Gas	25849 Island Lake Dr
Lift Station #3- Drakes Bay	29	480v	Cummins	GGMC5986183	Nat Gas	24489 Wixom Rd
Lift Station #4- Park Place	29	480v	Cummins	GGMC5986183	Nat Gas	22342 Roberts Dr
Lift Station #5- Bellagio	29	480v	Cummins	GGMC659071	Nat Gas	21687 Beck Rd
Lift Station #6- Country Place	35	480v	Cummins	GGFD-5854713	Nat Gas	20926 E. Glenhaven Cir
Lift Station #7- Hilton	60	208v	Cummins	GGHF-5781051	Nat Gas	21303 Haggerty
Lift Station #8- Stonehenge	18	480v	Cummins	GGFD-5854713	Nat Gas	23660 Meeting Hall Lane
Lift Station #9- Regency	20	208v	Cummins	C20N6	Nat Gas	25171 Regency Dr
Lift Station #10- Hudson	150	208v	Generac	94A02050	Diesel	26670 Meadowbrook Rd
Lift Station #11- Taft Knolls	45	480v	Cummins	GGAC-1507284	Nat Gas	45351 Jacob
Lift Station #12- Liberty Park	150	480v	Generac 2000 Series	3094540100	Diesel	44798 W. Twelve Mile Rd
Lift Station #13- West Oaks	150	480v	Cummins	DGFA-5636364	Diesel	26915 Sheraton
Lift Station #18- Knightsbridge Gate	60	480v	Cummins	GGHE-1503869	Nat Gas	27376 Napier

Location	kW's	Volts	Make	Model	Type	Address
Lift Station #19- Lanny's District	100	480V	Katolight	0100FRJ4T3	Diesel	26401 Beck Rd
Lift Station #20- Evergreen	25	230v	Cummins	GGMB-7147957	Nat Gas	22735 Evergreen
Lift Station #21- Island Lake Ph 8	20	480v	Cummins	20GGMA- 040E402	Nat Gas	(Ten Mile, east of Napier)
Lift Station #22- Andelina Ridge	25	230v	Cummins	C25NG	Nat Gas	(Twelve Mile, east of Napier)
West Park Booster	500	480v	Cummins	DFEK-1420773	Diesel	27852 West Park Dr
Island Lake Booster #1	250	480v	Generac Series 2000	20A0112-8	Diesel	26003 Wixom Rd
Portable #1	150	480, 230, 208	Kohler	150RE0ZJB	Diesel	
Portable #2	150	480v	Kohler	150RE0ZJB	Diesel	
Novi Ice Arena (Alt #1)	18	240v	Kohler	20RZ62	Nat Gas	42400 Nick Lidstrom Dr
Meadowbrook Commons (Alt #2)	600	480/ 277v	Blue Star	VD-600-01	Diesel	25075 Meadowbrook Rd.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract.

Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

SAMPLE AGREEMENT

CONTRACT FOR GENERATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall perform the services described on and in Schedule A, which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract will begin on _____ and end _____. Upon mutual agreement of the Client and the Contractor, the contract may be renewed two times in one year increments at the same pricing, terms, and conditions.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

SAMPLE AGREEMENT

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

SAMPLE AGREEMENT

Article VIII: **General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.
- E. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor: _____
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

SAMPLE AGREEMENT

- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:

American Generators Sales & Service LLC

American Generators
6155 Delfield, Suite C
Waterford, MI 48325

City of Novi
Finance Department
45175 Ten Mile Rd
Novi, MI 48375-3024

1:50 PM

4/28/22

[Signature]

Generator Preventive Maintenance & Repair Services