# CITY OF NOVI CITY COUNCIL MAY 10, 2021



**SUBJECT:** Approval to award a contract to Cardinal Compliance Consultants, LLC, the lowest responsive bidder, for the Electrical Safety Program and Arc Flash Study, in the amount of \$29,000.

SUBMITTING DEPARTMENT: Department of Public Works, Water and Sewer Division

EXPENDITURE REQUIRED	\$ 29,000
AMOUNT BUDGETED	\$ 29,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	592-592.00-816.039

**BACKGROUND INFORMATION:** The Water and Sewer Division has identified the need to provide safety training to all staff working on or around the electrical equipment associated with the water and sewer facilities. This equipment presents many potential hazards, and without proper training, employees can expose themselves to situations that could result in injury.

A request for proposals was issued to find a qualified electrical contractor to perform an arc flash study, a short circuit study, and a protective device coordination study at twenty facilities (eighteen sewer pump stations and two water booster stations). Equipment specific labels will be installed as appropriate at each location to identify the type and severity of any risk present. This is being done in conjunction with NFPA 70E Qualification training to provide staff the knowledge to identify potential hazards and take necessary precautions.

Following review of the proposals submitted, it was determined that the bid submitted by Matrix Consulting Engineers, the low bid, did not include all the information requested in the Request for Proposals, and was therefore determined to be non-responsive. Cardinal Compliance Consultants' proposal, the next low bid, is recommended in the best interest of the City, as it is responsive and complies with all the requirements of the proposal's instructions. The bid tabulation for the four bidders is attached. A summary of the four bids is as follows:

Contractor	Total Program Bid
Matrix Consulting Engineers, Inc.	\$ 13,000 (Non-responsive Bid)
Cardinal Compliance Consultants	\$ 29,000

Utilities Instrumentation Service, Inc.	\$ 39,541
Safety Protection Grid Solutions, Inc.	\$ 76,500

This program is expected to begin this summer and be complete within six months.

**RECOMMENDED ACTION:** Approval to award a contract to Cardinal Compliance Consultants, LLC, the lowest responsive bidder, for the Electrical Safety Program and Arc Flash Study, in the amount of \$29,000.

#### CITY OF NOVI DPW ELECTRICAL SAFETY PROGRAM April 22, 2021 1pm

COMPANY	LUMP SUM	ADDENDUM #1	EXCEPTIONS TO SPECS
Matrix Consulting Engineers, Inc.	\$13,000.00	Y	n/a
Cardinal Compliance Consultants	\$29,000.00	Y	n/a
Utilities Instrumentation Service, Inc.	\$39,541.00	Y	n/a
Safety Protection Grid Solutions, Inc. (SPGS)	\$76,500.00	Y	See comments in bid.



#### **CITY OF NOVI**

#### ELECTRICAL SAFETY PROGRAM

#### FEE PROPOSAL FORM

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

A. Lump Sum

\$ 29,000

We acknowledge receipt of the following Addenda: \_\_\_\_1

(please indicate numbers)

#### EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

None

**COMMENTS:** See attached for project approach. Cardinal acknowledges that it understands

the requirements for this project as outlined in the project specifications.

# REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

	Company <u>Frozen Specialties</u>	
	Address 720 W. Barre Rd., Archbold, OH 43502	
	Phone <u>419-446-6537</u> Contact name <u>Brian Replogle</u>	
	Company <u>Kahiki Foods</u>	
	Address 1100 Morrison Rd., Gahanna, OH 43230	
	Phone <u>614-546-6357</u> Contact name <u>Chris Sarka</u>	
	Company Canberra Corporation	
	Address <u>3610 N. Holland-Sylvania Rd., Toledo, OH 43615</u>	
	Phone <u>419-841-6616</u> Contact name <u>Chuck Hummel</u>	
	THIS PROPOSAL SUBMITTED BY:	
	Company (Legal Registration) _ Cardinal Compliance Consultants, LLC	
1		
aress	1135 Corporate Dr.	
City	HollandStateOHZip43528	
	Telephone <u>419-882-9224</u> Fax <u>419-882-9226</u>	
	Representative's Name <u>Richard L. Barcum</u>	_
	Representative's Title <u>President</u>	
	Authorized Signature	_
	E-mail <u>rich@cardinalhs.net</u>	
	DateApril 19, 2021	

Address

#### CITY OF NOVI ELECTRICAL SAFETY PROGRAM

#### Please return this page with your bid form

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

#### 1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE: OPTIONAL

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit www.mitn.info website to view the entire list of participating agencies.

(X) If an award is made to <u>Cardinal Compliance Consultants</u>, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

( ) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Til of 8

Contractor Signature:

Company Name: \_\_\_\_\_Cardinal Compliance Consultants, LLC

Date: \_\_\_\_\_\_April 13, 2021



1135 Corporate Drive Holland, OH 43528 P: 419-882-9224 F: 419-882-9226 www.cardinalhs.net

April 19, 2021

#### City of Novi Electrical Safety Program and Arc Flash Study

To Whom It May Concern:

Cardinal is pleased to submit this proposal for the City of Novi Arc Flash Study.

#### **Contact Information**

Cardinal Compliance Consultants, LLC 1135 Corporate Dr. Holland, OH 43528

Point of Contact:Rich BarcumPhone Number: 419-882-9224Email:rich@cardinalhs.net

#### **Project Team**

Cardinal's Project Manager for this contract will be Thomas Hamstreet. Mr. Hamstreet is an Electrical Engineer with over 45 years of experience. Mr. Hamstreet has conducted numerous arc flash studies throughout his career and will be responsible for the coordination of all field work, collection of field data, modeling and arc flash analysis. Mr. Hamstreet's resume is included as an attachment.

Jaydeep Shelke will assist Mr. Hamstreet in the collection of field data and placement of stickers. Mr. Shelke is a Mechanical Engineer with 5 years of experience. Mr. Shelke's resume is included as an attachment.

#### **Project Approach**

Immediately upon Award of Contract, Cardinal will contact the City of Novi's Project Manager to schedule a kick-off meeting. The purpose of the kick-off meeting will be to discuss the project Scope of Work, Project Schedule, and Project Deliverables as well as formally introduce key team members. Concurrently, Cardinal will contact the power company to obtain transformer information for the 20 locations included in this project. The information obtained will include the information outlined in the Project Specifications.

Data collection will be coordinated with the City of Novi, begin within two (2) weeks of Notice to Proceed and will be conducted with proprietary software REALTIME-SAFETY. Data Collection will be conducted in 3 separate phases as outlined below: System ID: 33008

PHASE 1

• Apply smart (QR code) label to all device.



- Take and upload a Main image.
- Get all info on outside.

#### PHASE 2

- Gather/document data on inside of devices.
- Gather/document load side conduit, wire, insulation for each device.
- Verify all data has been collected.
- Complete Visual Maintenance for each device.
- Create Parent / Child relationships
- Complete device details.
- Number conduits and take/upload images showing the numbering.

#### PHASE 3

- Trace out circuit to next device.
- Document distance in the originating device.
- Repeat Phases 1, 2 and 3 to the end of the circuit (EOC).
- Ensure all incomplete Parent/Child relationships are completed
- Note: If Phase 3 leads to another panel, MCC, return to the previous device and
- complete Phases 2 and 3 to the EOC for each circuit. Then go to the next device and
- repeat the process.
- ENSURE EVERY FIELD IS COMPLETED

Data collection will include the stepdown transformer from the utility service and feeders through the 480v substations including the mains and tie of each substation and feeder circuit in each substation (including outgoing cables).

System modeling, short circuit study, protective device coordination study and arc flash study will be accomplished utilizing ETAP software which meets the performance specifications of NFPA-70E, ANSI and IEEE standards and will be conducted in accordance with the Project Specifications.

Upon completion of the arc flash study, Cardinal will print all arc flash labels and coordinate application with the City of Novi. Applied labels will be UV resistant vinyl labels conforming to ANSI-Z535.

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Are Flash Beaminy Heand Risk Calegor Minimum Arc Rating of		late P	PE Re Included B Converges Newtrant B Limited Ap Restricted		ed serif) Metance sendery sendery
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Labels will include Shock Hazard Boundaries, Arc Flash Hazard Boundaries, Incident Energy Levels at appropriate working distances and PPE requirements.

It is our intention that each location will have an individual study performed. These locations include:

- Wixom Road Station # 1, 25694 Wixom Rd
- Napier Road Station # 2, 25849 Island Lk Dr
- Drakes Bay, 24489 Wixom Rd
- Park Place, 22342 Roberts Rd

- Bellagio, 21687 Beck Rd
- Country Place, 20926 E Glenhaven Cir (Court C)
- Hilton, 21303 Haggerty
- Stonehenge, 23660 Meeting Hall Ln
- Regency Sta # 9, 25171 Regency Dr
- Taft Knolls, 45351 Jacob Dr
- Liberty Park, 44798 Twelve Mile
- West Oaks, 26915 Sheraton Dr
- Knightsbridge Gate, 27316 Napier Road
- Evergreen, 22735 Evergreen Ct
- Island Lake Phase 8, 51050 Ten Mile Rd
- Andelina Ridge, 50980 Daroca
- Lanny's, 26401 Beck Rd
- Hudson, 26670 Meadowbrook
- Island Lake Booster Station, 26003 Wixom Rd
- West Park Booster Station, 27852 West Park Dr

#### **Project Schedule**

Cardinal acknowledges that it can complete this project within the required 6-month schedule. A final comprehensive report will be provided to the City within 30 days of the completion of the program.

Please let me know if you have any questions.

Sincerely,

Dichard Baren

Richard L. Barcum, CIH, CSP President Cardinal Compliance Consultants 419-882-9224

# Thomas Hamstreet

#### Education:

BSEE, Michigan Technological University, Electrical Engineering, 1974 BSEA, Michigan Technological University, Engineering Administration, 1974

Active Professional License/Registration:

Professional Engineer stage - 1 completions, 1974

### Relevent Project Experience

**Electrical Safety Consultant, Cardinal Compliance Consultants, LLC (2016 - Present).** Providing services in Arc Flash Analysis, Electrical Safe Work practices manuals and training classes and LOTO.

**Electrical Safety Consultant, Regulatory Compliance Consultants, Inc. (2013 – 2016).** Providing services in Arc Flash Analysis, Electrical Safe Work practices manuals and training classes and LOTO.

Managing Partner/Owner, GRN of Sylvania (2006 - 2013). Led and coordinated all activity to recruit engineers and senior management personal to fill openings for key clients

**Project Timing Recovery Specialist, Alis Corporation (2005-2006).** Provided technical direction for sequencing Instrument Panel molds for the GMX 211 project.

Vice President/Chief Engineer, ASC Incorporated (2000 - 20004). Provided the strategic direction for technical development of this two-month old division into a leading low volume, high quality molding, painting and assembly supplier of Class "A" body panels. Directed all Composite System's manufacturing processes and cost estimates. Tracked capacity utilization and planned for expansion. Developed capital budgets with plant managers to support new projects and support division's financial plan for sales, RONA, and EBITA.

**Co-Owner/President, Modern Tooling Systems (1995-1999).** Led and coordinated all financial, manufacturing, and sales activity for this newly acquired company. Orchestrated the purchase of and successfully led the management team buyout to establish the Tooling Division of Libby-Owens-Ford Company as a stand-alone organization. Reduced direct labor costs by 50% and lowered the average build time by 10 weeks. First tool shop to receive Eagle Picher Industries "Supplier of the Year" award. Provided training and start-up assistance for two companies entering compression molding. Led the liquidation of the company upon the decline of its top five customers.

#### General Manager, Modern Tooling System/Tooling Division of Libby-Owens-Ford Company (1994-1995). Recruited by management to manage and control losses

of this self-contained division. In charge of operations, P&L, existing contracts, WIP, and liquidation of assets during sale of company. Led the turnaround of this division to profitability within a six-month period after four years of operating losses and tripled quoting activity by introducing industry contacts. Developed an aggressive nine-month restructuring plan for the sale of the company, overcoming a first quarter loss of \$250,000 to profitability of \$500,000. Successful turnaround led to the sale of the division for 5.5 times best prior offer.

#### Experience:

- 47 years of experience in the electrical engineering field.
- Extensive experience performing electrical safe work practice training including Lockout Tagout and Arc Flash
- Development and implementing electrical safety programs

#### Training

- Various training seminars and programs
- Tom Peters and Covey Management seminars
- Empowered Leadership training by Bob Anderson and Ford Supplier Quality Improvement Programs, which focused on the dimensional control strategy process, control evaluation techniques and the APQP process.

#### Publications/Presentations

- Presenter 2013 Toledo Safety Day, Toledo, OH – <u>Revisions to NFPA 70E 2012</u>
- Presenter 2000 Composite Fabricators Association – <u>Low Press on Compression</u> <u>Molding</u>
- Presenter 1990 Furniture Manufacturer Association – <u>Automotive</u> <u>Assembly and Bonding</u>

## Thomas Hamstreet

Advanced Programs Manager, Autodie Corporation (1993-1994). Recruited by management based on industry reputation of product knowledge and engineering achievements; received numerous promotions of increasing responsibility Directed the project engineering, scheduling, project management, and estimating functions. Managed the development of a" full-service manufacturing" marketing strategy and expanding the pre-sourced tooling contracts for the combined capacities of Autodie and Progressive Tool. Developed the "full-service manufacturing" marketing strategy using a combination of domestic and offshore tooling sources. Authored and presented the "full-service manufacturing" concept, winning a major contract with Ford and establishing sales opportunities with Chrysler, Kenworth, MascoTech, Mack Truck and Freightliner.

**General Manager of Plastics, Autodie Corporation (1993).** Responsible for estimating, design, and project management of all plastic tooling projects for molds and secondary tooling. Grew the backlog in plastics from \$300,000 to \$3 million, moving the company into an industry leadership role in compression molds. Facilitated the successful implementation of the company's strategic plan, reestablishing the plastics group during the new ownership transition.

**Director of Project Management & Estimating, Autodie Corporation (1991-1993)**. Directed project managers and customer relationships to ensure all projects adhered to established specifications, budgets, and schedules. Reduced manufacturing costs by 18% through prototyping hard tool designs, builds, and tryouts. Solidified customer relations resulting in customers paying Chapter 11 costs until the sale of company was finalized.

**Proposal Manager, Autodie Corporation (1990-1991).** Oversaw all proposals for four tooling groups, including proposal review, feasibility assessment, and coordinating the team approach for non-standard requests. Directed the development, implementation, and utilization of personal computer workstation for proposal development and reporting systems applications. Grew department from a staff of five to eight increasing the ability to respond in a timely manner to the increased number of proposals. Worked cross-functionally with accounting to develop cost accumulation reports for project tracking and feedback. Played a key role and assisted the sales team in re-establishing solid relationships with three mold customers and reacquiring business. Led the operational performance restructuring by incorporating TQM concepts.

Advanced Programs Engineer, Autodie Corporation (1988-1990). Provided technical and project expertise on plastic automotive programs, sales contacts, and tract plastics programs at Ford, GM Truck and Bus Group and Chrysler as well as technical direction on the Ford Bronco Roof bonding system and the "F" Car door and hatch bonding systems. Served as the Project Manager for the Ford Ranger Composite Box Program, the first composite automated assembly process to produce a complete bonded assembly at a 1/minute rate for an OEM plant; led the project from a 30% projected loss to a 10% profit. Tasked with authoring a section of the Autodie Business Plan.

**Project Sales Manager, Delos M. Palmer & Associates (1987-1988).** Led business development, proposal development, and sales of control engineering services. Provided supervision to project designers, drafters, and on/off-site engineering services. Increased sales goals 600% for controls group by identifying and implementing CAD CAM technology as a marketing platform to acquire new business, including Owens-Corning.

# Thomas Hamstreet

**New Products Manager, Sterling Plumbing Products Division, Kohler (1987).** Directed product design activities for the bathtub molding division located in Huntsville, AL.

# New Products Manager, FRPC Division, Owens-Corning Fiberglass (1984-1986).

Provided technical/economic project evaluation assistance, coordinated product design, and managed product manufacturing equipment, including 75 metal dies for SMC molding of plumbing fixtures. Coordinated plant activities, including process support, manufacturing, packaging, purchasing, and quality control as well as technical literature/marketing acceptance. Grew the new products division from \$30 million to \$60 million and added 11 new products in a three-year period by implementing a project schedule for new products, including resource allocations and durations and developed a master timing plan overlaying projects; defined and solved bottlenecks. Project was completed two years ahead of schedule. Led the SMC molding business from technology demonstrator to best ROI division of company within three years. The division's success led to 13 different companies bidding on the division. Served as a key member of the continuous improvement team. Nominated for an OCF Innovation Award for the oval SMC bathtub program for new textured surface and the first bathtub designed and built in math data.

#### Control Systems Engineer, Owens-Corning Fiberglass (1974-1984).

Progressively promoted throughout tenure to positions of increasing responsibility. Developed, designed, tested, and implemented machine controls and processes to create greater efficiency, improve quality, and streamline the manufacture of products. Expanding manufacturing capabilities for new products and service to support sales growth from \$450 million to \$2+ billion; worked closely with the senior engineer and corporate engineering teams at locations throughout the U.S. to revamp and design new, more efficient machinery in the manufacture of fiberglass. Developed a controls design for high-speed packaging equipment completing the automated manufacturing of building insulation; received Owens' "Outstanding Contribution Award" for contributions made to this project

# Jaydeep Shelke

#### Education:

Master's in Automotive Engineering, Lawrence Technological University, 2019 Bachelor's in Mechanical Engineering, Sinhagad Academy of Engineering, 2016

## Relevent Project Experience

**Engineer, Cardinal Compliance Consultants (2020- Present)** Specializes in lockout tagout machine specific procedure creation and data collection, as well as Arc Flash.

#### Project Engineer, Hill Machine Works LLC (2019-2020)

Conceptualized and crafter proposals for custom manufacturing equipment. Created 3D CAD models and 2D drawings for components and assemblies of custom tooling. Improved manufacturing process by identifying bottlenecks and applying the lean manufacturing principals. Created and implemented process flow chart, FMEA, control plan, design of experiment, Kanban and poke-yoke for new launch process considering the budgetary restrictions. Involved in maintaining and applying ISO 9001 clauses. Created work orders, routing sheet, inspection for sheet for plant floor associates. Drafted and improved plant layout. Created and maintained spare parts list, preventative maintenance plan and bill of material. Participated in continuous improvements, customer audits and brainstorming activities.

#### Design Engineer, TSS LLC (2018-2019)

Compiled and furnished necessary information to document the design solution required for building or parts components and adoption of the design. Produced computer generated drawings and documents of company products. Lead various product development activities including the development of pay station, booth and canopy. Created and maintained the documents such as BOM, installation and replacement/repairing manuals. Standardized the manufacturing processes by cycle time calculation and applying six sigma principles. Improved and revised previous engineering drawings to reduce production cost and cycle time. Carried out technical support activities by performing root cause analysis for customer specific issues. Introduced and organized training sessions for new CRM software to sales team. Involved in plant layout changes and continuous improvement activities.

**Student Assistant, Lawrence Technological University (2018)** Assisted in training staff in managing game day arrangements. Organized refreshments for football and soccer players.

#### Skills:

- Automotive mechanical systems
- Computational fluid dynamics (1 year)
- Labview (less than 1 year)
- Fluid dynamics (1 year)
- Pro-e (less than 1 year)
- Solidworks (2 years)
- Ansys (1 year)
- Mastercam (less than 1 year)
- Matlab (1 year)
- Drill press (1 year)
- Lathe (1 year)
- Machining (2 years)
- Creo (less than 1 year)
- Minitab (less than 1 year)
- Autocad (less than 1 year)
- Dynamics (less than 1 year)
- CAD (3 years)
- Autodesk Inventor (less than 1 year)
- Engineer (4 years)
- Drafting (1 year)
- Mechanical design (3 years)
- Project Management (2 years)
- FEA (less than 1 year)
- Autodesk
- CNC
- Microsoft Project (less than 1 year)
- Basecamp (less than 1 year)
- APQP
- ISO 9001
- PPAP
- Manufacturing
- Mechanical Engineer
- Six sigma
- Product Development
- Project Engineering

### **Relevent Project Experience**

# Academic Projects, Lawrence Technological University (2017-2019)

Advanced computational fluid dynamics (air flow analysis around simple car model) Created suitable CFD domain and mesh; computed horizontal and vertical forces on the car. Introduced a spoiler onto the car body to improve the handling and efficiency for highway and city conditions. Developed and excel program for calculating roll angles, tire vertical forces, understeer gradient and slip angles. Diagnosed the problem, conducted benchmarking, redesigned the drum brakes, reanalyze the brakes.

#### Design Engineering Intern, ZDR Inc (2018)

Studied global dimensions and tolerances and CAD drafting. Designed and developed CAD models of new medical devices and equipment. Incorporated the changes suggested by president. Developed 3D printed models of CAD models using Makerbot. Researched about material used in production of the product.

#### Braking and Steering Systems Lead, SAE Supermileage (2018)

Determined center of gravity mass to determine if the design will tip during 20-degree tilt test. Calculated turning radius of the vehicle so it can navigate through half circle and slalom test track. Performed finite element analysis for wheel brackets. Calculated the distance that can be travelled by car after applying brakes while traveling at 15mph. Fabricated the steering and braking mechanism and installed electrical connections.

#### Body Design Lead, SAE Supermileage (2017-2018)

Designed streamlined car body with only 0.04 drag coefficient. Tested the designed car body using Ansys Fluent and Wind Tunnel. Fabricated the carbon fiber body smoothing the mold surfaces, laying down the carbon fiber layers, vacuum bagging the mold and curing the mold at 86-degrees Fahrenheit for 6 hours.

#### Senior Year Project, M & G Engineers (2015-2016)

Designed shell and tube heat exchange as an evaporator for cooling load of 6000kcal/hr. using Kern's method. Researched options for best refrigerant to use in the refrigeration system of water chillers. Selected plate heat exchanger from SWEP company catalogue for a cooling load of 6000kcal. Conducted experiment on shell and tube heat exchanger installed as an evaporator.



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 1/27/2021

	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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Knight Crockett Miller					PHONE	p, Ext): 419-241	-5133	FAX (A/C, No):	844-20	1-0753	
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	OTHER:								\$		
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	(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	.000	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000	
B B	Consultants Professional Incl BI&PD	Y	Y	EK13218781 EKI33363433		2/1/2020 2/1/2021	2/1/2021 2/1/2022	Aggregate Each Claim Retention	3,000 3,000 5,000	,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella only goes over Acuity policy.											
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					Kinnell P. Knight						

ACORD 25 (2016/03)

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#### NOTICE - CITY OF NOVI



#### ELECTRICAL SAFETY PROGRAM AND ARC FLASH STUDY

#### **REQUEST FOR PROPOSALS NOTICE**

This RFP is issued by the Purchasing Office of the City of Novi.

#### **IMPORTANT DATES**

RFP Issue Date	March 19, 2021
Mandatory Pre-proposal Meeting	Wednesday, March 31, 2021 1:00 PM Location: 26003 Wixom Rd- Island Lake Booster Station (West side of Wixom Road at 11 Mile)
Last Date for Questions	Wednesday April 7, 2021, 1:00 PM Submit questions via email to: Scott Roselle, Water & Sewer Manager sroselle@cityofnovi.org
Response Due Date	<b>Thursday, April 15, 2021, 1:00 PM</b> Deliver to: City of Novi, Attn: Finance Department 45175 Ten Mile Road, Novi, MI 48375
Anticipated Award Date	April 26, 2021

#### **DESCRIPTION:**

The City of Novi will receive sealed proposals for the implementation of a comprehensive electrical safety program for eighteen (18) sanitary sewer pump stations and two (2) water booster stations.

#### **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 vendors 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, <u>www.mitn.info</u> and obtain an official copy.

#### **INSTRUCTIONS**

#### QUESTIONS

Please email all questions to the staff member 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.

#### MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held. The date, time and location is indicated on the cover of this RFP. The meeting will begin promptly at the time indicated and will be closed thereafter to latecomers. It is the vendor/contractor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

#### TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

#### CHANGES TO THE RFP/ADDENDA

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 <u>www.mitn.info</u>. 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.

#### PROPOSAL SUBMITTALS

Proposals may be submitted by mailing hard copies to the address shown above.

All hard copy bids must be submitted in a SEALED envelope marked **"ELECTRICAL SAFETY PROGRAM**" to the address shown on the Notice above.

Provide **one (1)** unbound, signed copy of your proposal. The bid may be clipped but should not be stapled or bound. Bids must be signed by an official authorized to bind the Contractor to its provisions.

As this RFP is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the RFP documents. In the event of conflict between a version of the RFP submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern. FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

#### SUBMISSION OF PROPOSALS

To be considered, sealed proposals must be submitted, as specified in the Instructions section on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone proposals 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 when one is provided in the RFP documents. Proposals must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON THE PROPOSAL FORM MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

A proposal may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> 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.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

#### **INELIGIBILITY OF IRAN LINKED BUSINESS**

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

#### **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 nonresponsive, 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 <u>www.mitn.info</u>.

The City may, from time to time, find it necessary to continue this contract on a month-tomonth 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 and methodology, 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 meet s the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

#### **PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated by the Qualifications Based Selection (QBS) process Qualifications using the following criteria:

- 1. Qualifications
- 2. Electrical Safety Program experience
- 3. Training methodology
- 4. References
- 5. Price

#### PROPOSAL FORMAT

The provided Fee Proposal Form shall be submitted with this bid.

#### **GENERAL CONDITIONS**

#### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer 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.

#### PERMITS

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

#### <u>CLEAN UP</u>

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

#### SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

#### **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. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

#### 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.

#### **INVOICING**

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: <u>invoices@cityofnovi.org</u>. This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.

#### **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.

#### TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

#### 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.

#### **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror 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 offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror 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 offeror'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 offeror'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 participated, 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.

#### NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant 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 sub-consultant employed in the performance of this contract.

#### CITY OFNOVI



ELECTRICAL SAFETY PROGRAM AND ARC FLASH STUDY

SPECIFICATIONS

# The City of Novi Water and Sewer Division will receive sealed proposals for the implementation of a comprehensive Electrical Safety Program and Arc Flash Study, and is requesting an RFP for the following scope of work.

**Timing** - The City will be flexible with regards to the timeline of this project; however, once the City issues a "Notice to Proceed", the selected contractor shall complete the program within 6 months. A final comprehensive report will be due to the City within thirty (30) days of the completion of the program.

**Data Collection** - Data collection shall include 1) the step down transformer from the utility service (including primary relaying) and feeders through the 480V substations including the mains and tie of each substation and the feeder circuit in each substation including the outgoing cables. The Contractor shall obtain from the utility the minimum, normal, and maximum operating service voltage levels, three-phase short circuit MVA and X/R ratio, as well as line-to-ground short circuit MVA and X/R ratio at the point of connection as shown on the drawings.

**System Modeling** - The system model shall be developed using a software package that meets the performance specifications of NFPA-70E, ANSI, and IEEE Standards. All relays, low voltage power circuit breaker (LVPCB), insulated case (ICCB), molded case (MCCB) and fuse data shall be modeled based on the actual nameplate data including manufacturer, type, style, trip device, and actual settings.

**Short Circuit Study** - A short circuit study shall be performed to verify all equipment duties in the system. The calculations shall comply with ANSI C37.010, C37.13, C37.5, IEEE-141, and IEEE-399. The short circuit study shall verify the system electrical equipment is properly rated to with stand and interrupt the expected bolted and arcing faults in the system.

The equipment duty verification shall determine both the line side and load side fault current through each equipment and use the highest current to verify equipment ratings. For solidly grounded systems, both three-phase and single-line-to-ground faults will be modeled. For other grounding configurations only a three-phase fault will be modeled. The results of the equipment duty verification tabular format report shall provide the following data:

- Equipment name and kV.
- Actual line and load side currents through the device and percent over/under duty.
- Flag for the device showing Violation or Warning level.

**Protective Device Coordination (PDC) Study** - A PDC study shall be performed in order to determine if the system protection characteristics are sufficient to provide reliable power to the facility. The PDC study will also determine if the existing settings entered in the software will provide proper personnel protection in the arc flash portion of this study The PDC study shall consist of selecting major system feeders and plotting the time-current curves (TCC's) to verify proper selective operation of the protective devices. The study should also determine if the settings can be enhanced to provide increased personnel/equipment protection without sacrificing selective coordination.

**Arc Flash Study** - A detailed arc flash study shall be performed to determine potential arc flash incident energies, arc flash boundaries, shock hazard boundaries and proper personal protective equipment (PPE) for all energized electrical system equipment tasks for the electrical system studied. The calculations shall comply with NFPA-70E and IEEE-1584. The purpose of this study is to1) determine arc flash hazards in conformance with NFPA-70E 2) provide a comprehensive software model of the electrical distribution system and 3) provide data for integral work permits and arc flash calculations in compliance with NFPA 70E Article 130.1(A)(2) for all studied equipment in the facility. Each mode of operation will include a detailed write-up indicating areas where incident energy calculations and PPE requirements are higher than calculated in the normal operating mode. The contractor will provide a detailed arc flash analysis report including the following information for each point: Shock Hazards with covers removed:

- Shock Hazard Approach Boundaries
- Arc Flash Hazard Boundaries (LAB, RAB, PAB)
- Incident Energy Levels at appropriate working distances
- PPE Requirements and a recommendation of PPE to purchase
- Recommendations to reduce arc flash hazard energy and exposure

**Equipment Specific Labels** – The contractor will print and install equipment specific labels for all equipment in the system from the project study file. The labels are UV resistant vinyl conforming to ANSI-Z535 with information as outlined above for the arc flash study report.

#### **FACILITY LOCATIONS**

#### **Station Name Address Relative Size** Wixom Road Station # 1, 25694 Wixom Rd Small Napier Road Station # 2, 25849 Island Lk Dr Small Drakes Bay, 24489 Wixom Rd Small Park Place, 22342 Roberts Rd Small Bellagio, 21687 Beck Rd Small Country Place, 20926 E Glenhaven Cir (Court C) Small Hilton, 21303 Haggerty Small Stonehenge, 23660 Meeting Hall Ln Small Regency Sta # 9, 25171 Regency Dr Small Taft Knolls, 45351 Jacob Dr Small Liberty Park, 44798 Twelve Mile Small West Oaks, 26915 Sheraton Dr Small Knightsbridge Gate, 27316 Napier Road Small Evergreen, 22735 Evergreen Ct Small Eight Mile Sewer Meter, Eight Mile and Novi Rd Small Island Lake Phase 8, 51050 Ten Mile Rd Small Andelina Ridge, 50980 Daroca Small Lanny's, 26401 Beck Rd Medium Hudson, 26670 Meadowbrook Medium Island Lake Booster Station, 26003 Wixom Rd Larae West Park Booster Station, 27852 West Park Dr Large



#### 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.
  - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) on a per claim/aggregate.
- 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.



**CITY OF NOVI** 

#### **ELECTRICAL SAFETY PROGRAM**

#### FEE PROPOSAL FORM

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

A. Lump Sum

\$\_\_\_\_\_

We acknowledge receipt of the following Addenda: \_\_\_\_

(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

COMMENTS: \_\_\_\_\_

**REFERENCES:** Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company			
Address			
Phone	Contact name		
Company			
Address			
Phone	Contact name		
Company			
Address			
Phone			
THIS PROPOSAL SUBMITTED BY:			
Company (Legal Registration)			
Address			
City	State	Zip	
Telephone	Fax		
Representative's Name			
Representative's Title			
Authorized Signature			
E-mail			
Date			

#### CITY OF NOVI ELECTRICAL SAFETY PROGRAM

#### Please return this page with your bid form

If your company is awarded the item(s) referenced in the bid proposal, other governmental entities may wish to use this contract and will issue a purchase order or contract for the item(s) awarded in the bid proposal following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

#### 1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE: OPTIONAL

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit <u>www.mitn.info</u> website to view the entire list of participating agencies.

( ) If an award is made to \_\_\_\_\_\_, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

(  $\,$  ) Our company is  $\rm NOT$  interested in extending the contract to those MITN members listed on the website.

Contractor Signature:

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_