

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item J
January 24, 2011

SUBJECT: Approval to extend the 2010 Electrical Services contract (an annual contract with two one year renewal options) with Great Lakes Power & Lighting, Inc. for one year based on the same terms, conditions and pricing as the original contract at an estimated amount of \$50,000-\$70,000.

SUBMITTING DEPARTMENT: Information Technology – Facility Operations Division

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The City of Novi contracts for electrical services (repairs, new wiring, connections and emergency repairs) for City facilities. The City awarded the Electrical Services contract to Great Lakes Power & Lighting, Inc. in January 2010 for one year with two additional one year renewal options. Facility Operations Staff has reached out to various departments within the City to gauge the performance of the vendor. These inquiries were met with favorable feedback and direction to pursue a renewal.

RECOMMENDED ACTION: Approval to extend the 2010 Electrical Services contract (an annual contract with two one year renewal options) with Great Lakes Power & Lighting, Inc. for one year based on the same terms, conditions and pricing as the original contract at an estimated amount of \$50,000-\$70,000.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

**AMENDMENT TO 2010 CONTRACT
FOR ELECTRICAL SERVICES
(GREAT LAKES POWER & LIGHTING, INC.)**

THIS AMENDMENT TO CONTRACT FOR ELECTRICAL SERVICES (“Contract”), dated January 25, 2010, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as “City”), and **GREAT LAKES POWER & LIGHTING, INC.** whose address is: 9646 Marine City Hwy, Casco, Michigan 48064 (hereinafter referred to as “Contractor”).

RECITALS

The City and Contractor entered into a Contract for electrical services effective January 25, 2010 and has remained in effect since that date with no changes to the original fee schedule.

Under the Contract, the parties may extend the term of that Contract for an additional year.

The City has agreed to extend the term of the Contract for one year (January 25, 2011 – January 24, 2012). The Contractor has agreed to hold the fee structure as originally stated in the January 25, 2010 contract.

IN WITNESS WHEREOF, the parties hereunto have executed this amendment on the date below stated.

CITY OF NOVI

By: _____
David Landry, Mayor

By: _____
Maryanne Cornelius, City Clerk

Great Lakes Power & Lighting, Inc.

By: _____

Title

Dated: _____

CONTRACT FOR ELECTRICAL SERVICES

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), dated **January 25, 2010**, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is **45175 W. Ten Mile Road, Novi Michigan, 48375** (hereinafter referred to as "Client"), and **Great Lakes Power & Lighting, Inc.**, whose address is **9646 Marine City Hwy, Casco, Michigan 48064** (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 provide the materials and perform the services described on and in Schedule A (the "Work"), 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. Term of Agreement

This Agreement will begin on **January 25, 2010**, and will end **January 24, 2011**. Upon mutual consent of both parties, contract may be extended for two additional (2) years, in one (1) year increments, at the same terms and conditions.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor for services and materials as specifically set forth in the completed Proposal attached which are part of the attached 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, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. 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 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 B, 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 B.

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.


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. 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.
- E. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- 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 Clay J. Pearson and City Clerk Maryanne Cornelius
Contractor: Charles R. Schwab, President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- 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:




MARILYN S. TROUTMAN

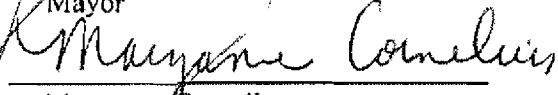


CHARLENE McLEAN

City of Novi ("Client"):

By: 

David B. Landry
Mayor


By: 

Maryanne Cornelius
City Clerk

WITNESS:



Great Lakes Power & Lighting, Inc.

By: 

Charles R. Schwab
President



cityofnovi.org

CITY OF NOVI
ELECTRICAL SERVICES CONTRACT

PROPOSAL FORM

We, the undersigned as bidder, propose to furnish the City of Novi according to the specifications attached hereto and made a part thereof for the following prices:

Regular Service Hourly Rate:	Journeyman	Apprentice Electrician	Other Electrician (Specify)
Regular Working Hours: Mon-Fri, 8 AM – 5 PM	\$ <u>54⁰⁰</u>	\$ <u>45⁰⁰</u>	\$ _____
Overtime Working Hours: Mon-Fri, 5 PM – 8 AM	\$ <u>78⁰⁰</u>	\$ <u>65⁰⁰</u>	\$ _____
Saturday Hours 12 AM – 12 AM	\$ <u>78⁰⁰</u>	\$ <u>65⁰⁰</u>	\$ _____
Sunday Hours: 12 AM – 8 AM Mon	\$ <u>102⁰⁰</u>	\$ <u>90⁰⁰</u>	\$ _____
Holidays: 5PM prior night – 8 AM following day	\$ <u>102⁰⁰</u>	\$ <u>90⁰⁰</u>	\$ _____
Emergency Service Hourly Rate: 24 hours/ 7 days per week	SAME AS ABOVE		
	\$ _____	\$ _____	\$ _____

Material mark-up from wholesale rates 10 %

We acknowledge the following Addendums (list numbers) #1 11/6/09

Comments/Exceptions (all exceptions must be noted here):

Company Name Great Lakes Power & Lighting
Agent's Signature Ch Date 11/17/09



cityofnovi.org

CITY OF NOVI
ELECTRICAL SERVICES
QUALIFICATIONS QUESTIONNAIRE

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm Great Lakes Power & Lighting
Address: 9646 26 Mile rd
City, State Zip Casco MI 48064
Telephone 586 716 4000 Fax 586 716 4770
Mobile 810 824 0075
Agent's Name (please print) Charles R Schwab
Agent's Title President
Email Address: rschwab@greatlakespower.com
Website NONE

Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No Yes _____ When: _____

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. How many years has your organization been in business under its present name? 6
3. Under what other or former names has your organization operated? NONE
4. How many full time employees? 30 Part time? 0
5. 24-hour/7-day Emergency Telephone Number 810 824 0075
6. Provide your procedure for handling night and weekend calls. _____
CELL PHONE NUMBERS WILL BE GIVEN FOR
PRESIDENT, PROJECT MANAGER &
SUPERINTENDENT
7. Address of your local facility CASCO, MI
8. Distance of facility from the Novi Civic Center 40 MI
9. Are you able to provide insurance coverage as required by this RFP? Yes
10. List the scope of services (type of work) you are able to perform.
ALL INTERIOR & EXTERIOR ELECTRICAL
& CONTROLS

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

ELECTRICAL CONTRACTOR LICENSE
0110889

12. Provide a list of electricians, apprentices, journeymen, and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, and experience.

DEREK IRWIN, MASTER ELECTRICIAN, 20 YRS EXP.
MIKE TROBAGH, MASTER ELECTRICIAN, 18 YRS EXP.
KURT RESKE, MASTER ELECTRICIAN, 25 YRS EXP.

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

ALL REQUIRED ELECTRICAL + EXCAVATION
EQUIPMENT

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

* WE CURRENTLY HOLD MAINTENANCE CONTRACTS
WITH THE FOLLOWING CITIES: BIRMINGHAM,
GROSSE POINTE, SOUTHFIELD, CANTON

* WE HAVE A DIVISION THAT SPECIALIZE
IN LIFT STATION WORK.

15. List two major projects you have completed (these will be two of your references. Detail the scope of project, which employees handled the project, time frame for completion and any other pertinent information.

SEE ATTACHED

16. References: Provide at least five (5) references comparable in scope to this RFP. These should be companies that you have performed work for with documented continuous service for at least 2 years.

SEE ATTACHED

17. Provide any additional information you would like to include which may not be included within this Questionnaire.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: CS

Representative's Name (please print) Charles R Schwab

Date 11/17/09



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

ELECTRICAL SERVICES CONTRACT

The City of Novi will receive sealed proposals for **Electrical Services Contract** according to the specifications of the City of Novi.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, November 17, 2009**, at which time proposals will be opened and read. Proposals shall be addressed and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"ELECTRICAL SERVICES CONTRACT"

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.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

Notice dated: October 23, 2009



cityofnovi.org

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

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

RFP Issue Date	October 23, 2009
Last Date for Questions	November 10, 2009 by 12:00 Noon Please submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, November 17, 2009 by 3:00 P.M.

PROPOSAL SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL** and **Five (5) copies** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

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.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Bidder 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 Bid 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 Bid Proposal and shall be taken into account by each bidder in preparing their proposal. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

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 of the original 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.

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 Bidder, 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, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

SUBMISSION OF PROPOSALS

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

Proposals must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total price if space is provided. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.** If Contractor has exceptions to the RFP documents or specifications, those exceptions will not be accepted unless they are noted in the appropriate section on the proposal form.

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

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

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.

SHIPPING/HANDLING CHARGES

All prices are to be F.O.B. delivered.

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 bidder 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 bidder 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.

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. Contractor may terminate this contract upon thirty days (30) days written notice to the City.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder 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. Such approval shall not constitute a basis for privity between the City and any subcontractor. 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 Bidder 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 bidders prior to issuance of a contract.

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
ELECTRICAL SERVICES CONTRACT
SPECIFICATIONS**

GENERAL

The City is looking for a qualified Electrical Contractor who has sufficient permanent staff to provide maintenance, emergency repairs, and new construction as required. Experience with municipal or educational facilities is preferred. The Contractor will be responsible for furnishing all labor, tools, equipment and services to complete work subject to the conditions of the specifications as given to the Contractor.

SCOPE OF WORK

Overview

Licensed & certified contractor to provide various electrical service repairs, new wiring & electrical service connections and emergency repair services to and within all City facilities. Work may be performed in any of the City's buildings & parking lots, the City's lift stations, and booster stations.

Response Time

1. **Non-Emergency Service** – Contractor will arrive on site to provide a quote within 2 business days of initial service request. Once approved by City staff, the contractor will perform the service within the time frame requested.
2. **Emergency Service** – Contractor will arrive on site within 2 hours of initial notification of emergency. City staff will determine what constitutes an emergency.

The City reserves the right to call another electrical contractor if response time is longer than the time frame indicated above. Ability to respond will be a factor in awarding this proposal.

Emergency Response Number

The contractor must provide local area phone number(s) which will be answered 24 hours per day/7 days per week by someone in direct employment of the contractor.

Work Hours and Holidays

All planned service under this agreement will be performed during the City's normal work hours, 8:00 AM – 5:00 PM, Monday through Friday. Normal business hours for the Department of Public Services are Monday through Friday, 7:30 a.m. – 4 p.m.

No work will be permitted at night, on Sundays, or on holidays unless specifically requested by authorized City staff.

Presently, there are thirteen (13) recognized holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

BILLING REQUIREMENTS

1. Contractor must provide a written estimate/quote for all work requested. Quote will include estimated hours, hourly charges & parts estimates.
2. There will be no charge for Contractor to come to City site to evaluate the job and for estimate/quotes.
3. **In all instances**, if the contractor's requested service exceeds \$1,000.00, the contractor **must** obtain a signed purchase order from the City before the work can be performed.
4. Each job requires a completed service order/job ticket showing actual hours worked & materials used, and be signed by an authorized City employee. A copy of this work order shall be provided to the City employee.
5. Payment for hours worked will be made for actual hours on the job site. There will be no charge for travel to and from job site, mileage, trip charges, or fuel surcharges.
6. 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.
7. Invoices are to be clearly stated with date & location of where work was performed, brief description of work performed, actual hours worked, number of electricians utilized for job, hourly charge, cost of any parts, and reference the work order/job ticket. Invoices over \$1,000 will state the PO number.

RESPONSIBILITIES OF CONTRACTOR

The Contractor shall not allow waste material or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

All electrical services shall be conducted in a manner that will not create a hazard, nor hinder City operations. The safety of the contractor's employees and the public is of prime concern to the city and the contractor must take all necessary steps to assure proper safety during the performance of the contract.

Upon award, Contractor shall submit a statement indicating that background checks have been conducted on all employees who are to perform work under this contract.

PERMITS

Where required by code, electrical permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections 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.

SELECTION CRITERIA

Proposals will be evaluated using the Qualification Based Selection (QBS) process based on the following criteria:

1. Experience/Qualifications
2. Capacity to perform the work

3. References
4. Cost

Based on the results of preliminary evaluation, top-rated contractors may be invited to participate in interviews conducted by the City for the purposes of clarifying proposal contents and to respond to questions.

LOCATIONS (INCLUDING BUT NOT LIMITED TO):

Bidders should familiarize themselves with the sites of work and the local conditions affecting the cost of work.

1. Novi Civic Center
45175 W. Ten Mile Road
Novi, MI 48375
 2. Novi Police Department
45125 W. Ten Mile Road
Novi, MI 48375
 3. Department of Public Services
26300 Delwal
Novi, MI 48375
Includes: driveway entrance to facility and yard lights
 4. Indoor Gun Range
26350 Delwal Dr.
Novi, MI 48375
 5. Fire Station #1
42975 Grand River
Novi, MI 48375
 6. Fire Station #2
1919 Paramount
Novi, MI 48377
 7. Fire Station #3
42785 Nine Mile Road
Novi, MI 48375
 8. Fire Station #4
49375 Ten Mile Rd.
Novi, MI 48374
 9. Satellite Building
25804 Beck Rd. (south of 11 Mile)
Novi, MI 48374
 10. ITC Community Sports Park
51000 Eight Mile Road
Northville, MI 48167
- Three (3) restroom facilities, concession, external outlets
Five (5) well pumps

Irrigation Pump House
Grinder Pump

11. Lakeshore Park
601 South Lake Dr.
Novi, MI 48377

Camp Building -- restroom, concession, mechanical room, external outlets
Secondary restroom - bathrooms, mechanical
Parking lot lighting
Grinder Pump
Pavilion external outlets

12. Ella Mae Power Park (behind the Civic Center)
45175 W. Ten Mile Road
Novi, MI 48375

Concession Facility -- concession, restrooms, mechanical room, external outlets
Well pumps (2)
Grinder Pump

13. Rotary Park
22220 Roethel Drive
Novi, MI 48375
Restroom Facility -- restrooms, mechanical room, external outlets

14. Wildlife Woods
26442 Wixom Road
Novi, MI 48374
Restroom Facility -- restrooms, mechanical room, external outlets

15. Fuerst Park (including Historic Township Hall)
Taft & 10 Mile Rd.

16. Lift Station #1
25694 Wixom Rd. (north of Albatross, east side of Wixom)
electrical panel, lights, outlets

17. Lift Station #2
25849 Island Lake Dr. (east of Napier)
electrical panel, lights, outlets

18. Lift Station #3
24489 Wixom Rd. @ Drakes Bay
electrical panel, lights, outlets

19. Lift Station #4
22342 Roberts Dr. @ 9 Mile
electrical panel, lights, outlets

20. Lift Station #5
21687 Beck Rd. (south of Bellagio)
electrical panel, lights, outlets

21. Lift Station #6
20926 E. Glenhaven Circle (Court C)
electrical panel, lights, outlets
22. Lift Station #7
21303 Haggerty (north of 8 Mile Rd.)
electrical panel, lights, outlets
23. Lift Station #8
23660 Meeting Hall Ln. (Stonehenge Condos)
electrical panel, lights, outlets
24. Lift Station #9
25171 Regency Dr.
electrical panel, lights, outlets
25. Lift Station #10
26670 Meadowbrook (north of I-96)
electrical panel, lights, outlets
26. Lift Station #11
Taft Knolls Sub (power to be added Summer 2005)
electrical panel, lights, outlets
27. Lift Station #12
44798 12 Mile Rd.
electrical panel, lights, outlets
28. Lift Station #13
26915 Sheraton Dr.
electrical panel, lights, outlets
29. Lift Station #14
47420 Cider Mill @ Beck Rd.
electrical panel, lights, outlets
30. Lift Station #15
45175 W. Ten Mile @ Power Park
electrical panel, lights, outlets
31. Lift Station #16
Community Sports Park (Eight Mile @ Napier)
electrical panel, lights, outlets
32. Lift Station #17
601 South Lake (Lakeshore Park)
electrical panel, lights, outlets
33. Booster Station #1
West Park @ 12 Mile Rd. (to be completed August 2005)
electrical panel, lights, outlets
34. Booster Station #2
Wixom Rd. @ 11 Mile Rd.

- electrical panel, lights, outlets
35. Pressure Reducing Valve Station #1
Novi Rd. North @ 12-1/2 Mile
electrical panel, lights, outlets
 36. Pressure Reducing Valve Station #2
Novi Rd. South @ Mystic Forest
electrical panel, lights, outlets
 37. Pressure Reducing Valve Station #3
Ten Mile Rd. @ R/R Tracks (SW)
electrical panel, lights, outlets
 38. Pressure Reducing Valve Station #4
Grand River (E. of Market)
electrical panel, lights, outlets
 39. Pressure Reducing Valve Station #5
Nine Mile Rd. (North Hills Apt.)
electrical panel, lights, outlets
 40. Pressure Reducing Valve Station #6
West Park Dr.
electrical panel, lights, outlets
 41. Pressure Reducing Valve Station #7
Meadowbrook Rd. (north of 12 Mile)
electrical panel, lights, outlets
 42. 12 Mile Street Lights (Haggerty Rd. to Cabaret) -- exterior light pole maintenance only
 43. Main Street Lights -- exterior light pole maintenance only
 44. Town Center Parking Lot Lights -- exterior light pole maintenance only
 45. Pedestrian Lights - Grand River / Novi Rd - exterior light pole maintenance only

Alternate # 1

Meadowbrook Commons
25075 Meadowbrook Rd.
Novi, MI 48375

Alternate #2

Novi Public Library
45245 W. Ten Mile Road
Novi MI 48375

Please note: The Novi Public Library will be moving into a new facility in June 2010.



CITY OF NOVI
GENERAL CONDITIONS

PREPARATION OF RFP

1. Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the RFP. Any erasures or changes must be initialed by the person signing the proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the RFP opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF PROPOSALS

1. To be considered, each firm must submit a complete response. The proposal must be signed by an authorized agent of the proposing firm to bind the submitter to its provisions.
2. The required number of copies of the proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Proposer's Name
Address
Name of RFP

Failure to do so may result in a premature opening or failure to open such proposal. Proposers must use attached proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP or should the prospective proposer find any patent ambiguity, inconsistency, or omission therein, the proposer shall make a written request for an official interpretation. Such request shall be submitted by the date listed in the "Instructions to Bidders" section.
4. Such interpretation, as well as any additional information will be made only as an addendum which will be posted on the MITN website at www.mitn.info.
5. Proposers are responsible for the timely receipt of their RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed proposals are not accepted.

6. A RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, RFP may not be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the proposer's proposal is 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 thereto.

CONSIDERATION OF PROPOSALS

1. 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. Proposals of "equal" quality and value will be considered, provided that the proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Manager 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.
3. Samples for testing may be requested by the City of Novi during proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for proposal rejection.
4. 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:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) 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
 - 3) The primary routes of entry and symptoms of overexposure.
 - C. 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.
 - D. The emergency procedure for spills, fire, disposal, and first aid.

- E. 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.
- F. 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.

RFP AWARD

1. Upon receipt of materials, each proposal will be reviewed. Proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.

2. The City of Novi reserves the right to award the proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the RFP.
4. 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.

TERMS

1. All proposal prices will be based on F.O.B. (City of Novi) our location.
2. 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 proposal figure. The City will furnish the successful bidder 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 bidder 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

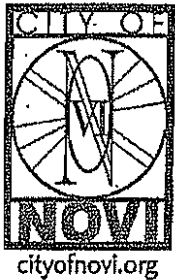
separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER & DEPARTMENT CODE.**
 - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER AND DEPARTMENT CODE IN ORDER TO BE PROCESSED PROPERLY AND EFFICIENTLY.

5. The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.



CITY OF NOVI
ELECTRICAL SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the Electrical Services RFP. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum in the Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

QUESTIONS:

1. Please explain your expectation with respect to Location Alternates 1 and 2.
Answer: These locations may or may not be included in the contract.
2. What is meant by the term, "exterior light pole maintenance only?" What is the level of maintenance expected?
Answer: Exterior general maintenance, repairs, re-lamp.
3. Will the contractor be responsible for re-lamping? If so, it will be necessary to employ a lift truck of some sort. How will the cost of this equipment be billed?
Answer: Yes. If use of a lift truck would result in an additional cost to the City, you must specify that cost on the proposal form.
4. Will the contractor be responsible for re-setting downed poles or replacing damaged/worn poles? If so, it will be necessary to employ a boom truck of some sort. How will the cost of this equipment be billed? Also, will we be responsible for procuring replacement poles?
Answer: Yes. If use of a boom truck would result in an additional cost to the City, you must specify that cost on the proposal form. Yes, we would want you to procure replacement poles if necessary.

Sue Morianti
Purchasing Manager

Notice dated: November 6, 2009

SCHEDULE B

A. Insurance Requirements

The vendor will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: The Vendor 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. Deductibles: The Vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name the Vendor as the insured.
4. Cancellation Notice: All policies shall include the following language: “Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate”.
5. Additional Insured: All policies include the following language “The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured.” Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, City of Novi, 45175 W. Ten Mile Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, the Vendor 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 Vendor 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 of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, the Vendor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Vendor'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.
10. Hold harmless/Indemnity
 - a. The Vendor agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
 - b. The Vendor agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, the Vendor agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to the Vendors performance under this contract.
 - c. The Vendor shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Vendor 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.