

cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item H  
May 3, 2010

**SUBJECT:** Approval to award the bid for Fire Department uniforms to North Eastern Uniforms & Equipment, Inc., the lowest qualified bidder based on unit pricing, for an estimated annual amount of \$20,400.

**SUBMITTING DEPARTMENT:** Fire Department *DEM*

**CITY MANAGER APPROVAL:** *DEM*

<b>EXPENDITURE REQUIRED</b>	<b>Purchased on as needed basis</b>
<b>AMOUNT BUDGETED</b>	<b>\$70,000 (includes turn-out gear, cleaning and other items)</b>
<b>LINE ITEM NUMBER</b>	<b>101-337.00-741.000</b>

**BACKGROUND INFORMATION:**

The bid documents were posted on the Michigan Intergovernmental Trade Network (MITN). We received three bids. One bid was considered nonresponsive because all items were not priced.

This contract will provide all uniforms required by Fire Department. The bid specifications require the vendor to come to the department for all measuring and to deliver all uniforms to the department. The recommendation is based on calculation of two sample orders that are representative of purchases made.

	<b>North Eastern</b>	<b>Allie Brothers</b>
Sample Order - New Recruit Issue	\$597	\$649
Sample Order – Uniform Replacement	\$12,899	\$14,213

This a one (1) year contract with two (2) renewal options in one (1) year increments.

**RECOMMENDED ACTION** Approval to award the bid for Fire Department uniforms to North Eastern Uniforms & Equipment, Inc., the lowest qualified bidder based on unit pricing, for an estimated annual amount of \$20,400.

	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

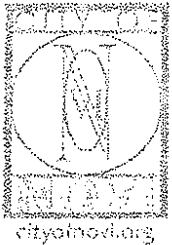
	<b>1</b>	<b>2</b>	<b>Y</b>	<b>N</b>
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

**FIRE DEPARTMENT  
SAMPLE ORDERS**

<b>NEW RECRUIT ISSUE</b>	<b>Brand/Model #</b>	<b>Qty</b>	<b>North Eastern Uniform</b>	<b>Total North Eastern</b>	<b>Allie Brothers</b>	<b>Total Allie Bros</b>	<b>Priority One</b>	<b>**Total Priority One</b>
Long Sleeve Shirt (Navy)	Elbeco G974	2	35.00	70.00	38.99	77.98	49.99 *	99.98
Short Sleeve Shirt (Navy)	Elbeco G964	2	32.00	64.00	36.50	73.00	49.99 *	99.98
Job Shirt (Navy)	Game #811	1	48.00	48.00	49.99	49.99	69.99 *	69.99
T-Shirt	Fruit of the Loom Heavy	1	9.00	9.00	12.00	12.00	6.99 *	6.99
Jacket (Navy)	Blauer #9010Z	1	239.00	239.00	249.95	249.95	No Bid	No Bid
Cargo Pant (Navy)	Elbeco E814	2	49.00	98.00	54.99	109.98	49.99 *	49.99
B/W Fire Belt (Black)	Tex Shoemaker	1	18.00	18.00	22.99	22.99	No Bid	No Bid
Ball Cap (Navy)	Broder Flexfit #6477	1	13.00	13.00	10.99	10.99	9.99	9.99
Uniform Badge (Silver and/or Gold)	Blackinton #B1009	1	38.00	38.00	42.00	42.00	32.00	32.00
<b>TOTAL</b>				<b>597.00</b>		<b>648.88</b>		<b>368.92 **</b>

<b>SAMPLE ORDER - REPLACEMENTS</b>	<b>Brand/Model #</b>	<b>Qty</b>	<b>North Eastern Uniform</b>	<b>Total North Eastern</b>	<b>Allie Brothers</b>	<b>Total Allie Bros</b>	<b>Priority One</b>	<b>**Total Priority One</b>
Long Sleeve Shirt (Navy)	Elbeco G974	17	35.00	595.00	38.99	662.83	49.99 *	849.83
Short Sleeve Shirt (Navy)	Elbeco G964	137	32.00	4,384.00	36.50	5,000.50	49.99 *	6,848.63
Long Sleeve Shirt (Lt. Blue)	Elbeco P878	28	30.00	840.00	29.99	839.72	49.99 *	1,399.72
Short Sleeve Shirt (Lt. Blue)	Elbeco P868	27	26.00	702.00	28.99	782.73	49.99 *	1,349.73
Short Sleeve Shirt (White)	Elbeco 3310	30	29.00	870.00	30.99	929.70	No Bid	No Bid
Job Shirt (Navy)	Game #811	33	48.00	1,584.00	49.99	1,649.67	69.99 *	2,309.67
Jacket (Navy)	Blauer #9010Z	3	239.00	717.00	249.95	749.85	No Bid	No Bid
Uniform Pants (Navy)	Elbeco E814	6	39.00	234.00	37.99	227.94	49.99 *	299.94
Cargo Pants (Navy)	Elbeco E614	51	49.00	2,499.00	54.99	2,804.49	49.99 *	2,549.49
Coveralls (Navy)	Red Cap #CT10NV	6	40.00	240.00	44.50	267.00	99.99 *	599.94
B/W Fire Belt (Black)	Tex Shoemaker	13	18.00	234.00	22.99	298.87	No Bid	No Bid
<b>TOTAL</b>				<b>12,899.00</b>		<b>14,213.30</b>		<b>16,206.95**</b>

\* substitute item  
\*\* Incomplete bid



**CITY OF NOVI  
 BID FORM - FIRE DEPARTMENT UNIFORMS**

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions & instructions attached hereto and made a part thereof for the following price:

	Brand/Model #	Additional description	Unit Price
<b>SHIRTS/JACKETS</b>			
** Long Sleeve Shirt (Navy)	Elbeco G974	65% poly/35% cotton with Nano Tex	35.00
** Short Sleeve Shirt (Navy)	Elbeco G964	65% poly/35% cotton with Nano Tex	32.00
** Long Sleeve Shirt (Lt. Blue)	Elbeco P878	65% poly/35% cotton with Nano Tex	30.00
** Short Sleeve Shirt (Lt. Blue)	Elbeco P868	65% poly/35% cotton with Nano Tex	26.00
** Long Sleeve Shirt (White)	Elbeco 310	100% poly TexTrop	30.00
** Short Sleeve Shirt (White)	Elbeco 3310	100% poly TexTrop	29.00
Job Shirt (Navy)	Game #811	with silkscreened logo as specified by Fire Dept. & embroidered name	48.00
** Dress Blouse (Navy)	Elbeco #13750	Class A double-breasted, 55% poly/45% wool	169.00
T-Shirt	Fruit of the Loom Heavy	100% cotton, with silkscreened logo as specified by Fire Dept. (Minimum of 12 to be ordered at one time)	9.00
** Sweater (Navy)	Blauer #205		49.00
** Jacket (Navy)	Blauer #9010Z		239.00
<b>PANTS</b>			
Uniform Pants (Navy)	Elbeco E814	65% poly/35% cotton with Nano Tex	39.00
Cargo Pants (Navy)	Elbeco E614	65% poly/35% cotton with TekTwill	49.00
Dress Trouser (Navy)	Elbeco E1360	Class A, 55% polyester/45% wool	62.00
** Coveralls (Navy)	Red Cap #CT10NV	with Scotchlite on sleeves and ankles and down the front, silkscreened logo as specified by Fire Dept.	40.00
<b>HATS</b>			
Fire Cap (Navy)	Hankin Bros #5-1-1	Serge	35.00
Ball Cap (Navy)	Broder Flexfit #6477	wool, with embroidered logo as specified by Fire Dept.	13.00
Watch Cap (Black)	Broner Super Stretch	with embroidered logo as specified by Fire Dept.	8.00
<b>MISCELLANEOUS</b>			
Hat Badge (Nickel)	Blackinton # B500		31.00
Uniform Tie (Black)	Samuel Broome	Wool, clip-on	4.00
B/W Fire Belt (Black)	Tex Shoemaker		18.00
Uniform Badge (Silver and/or Gold)	Blackinton #B1009		38.00
Uniform Collar Insignia (Silver and/or Gold)	#A6981 Captain	with white, red, blue center; round with 2 horns	17.50pr

\*\* Price to include badge tab and supplier is to sew on two (2) Fire Department furnished shoulder patches.

	Brand/Model #	Additional description	Unit Price
Uniform Collar Insignia (Silver and/or Gold)	#A6985 Lieutenant	with white, red, blue center, round with 1 horn	17.50pr
<b>OVERSIZE</b>			
Work Pant (Navy)	sizes 48 & up		N/C
**Short Sleeve Shirt	XXL		N/C
**Short Sleeve Shirt	XXXL		10%
**Long Sleeve Shirt	XXL		N/C
**Long Sleeve Shirt	XXXL		10%
T-Shirt	XXL		N/C
T-Shirt	XXXL		10%
**Coveralls	50/52		N/C
**Coveralls	54/56		10%
**Coveralls	58/60		20%
**Jacket	Size 50 - 52		N/C
**Jacket	Size 54 & up		10%
<b>ALTERATIONS</b>			
Pants			Normal Alterations
Shirts			no charge
Jacket			"
Coverall			"
Jacket Striping			\$8.00 per row
Jacket Stars			.50 ea

We acknowledge the following addendums: \_\_\_\_\_

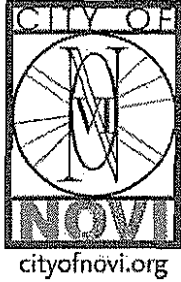
Bid prices includes on-site measuring services:  Yes  No

References are attached:  Yes  No

Exceptions to Specifications / Comments: None

Company name North Eastern Uniforms & Equip Inc  
Address 1400 E. Mich. Ave  
City, State Zip Saline, Mi. 48176  
Phone 734 429-1385  
Fax 734 429-1854  
Agents Name Cori Wright  
Agents Signature *Cori Wright*  
Date 2-3-10

\*\* Price to include badge tab and supplier is to sew on  
two (2) Fire Department furnished shoulder patches.



**NOTICE - CITY OF NOVI  
INVITATION TO BID  
UNIFORMS – POLICE & FIRE**

The City of Novi will receive sealed bids for **Uniforms – Police & Fire** according to the specifications of the City of Novi.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Thursday, March 11, 2010** at which time bids will be opened and read. Bids shall be addressed as follows:

**City of Novi  
Office of the City Clerk  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024**

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

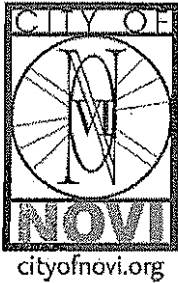
**“CITY OF NOVI UNIFORMS – POLICE & FIRE”**

**AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; 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: February 23, 2010



**CITY OF NOVI**  
**UNIFORMS – POLICE & FIRE**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	February 23, 2010
Last Date for Questions	Thursday, March 4, 2010 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	<b>Thursday, March 11, 2010 by 3:00 P.M.</b>

**BID SUBMITTALS**

An **UNBOUND COMPLETED ORIGINAL and four (4) copies** of each bid must be submitted. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

**FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.**

**CHANGES TO THE BID/ADDENDUM**

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated 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](http://www.mitn.info). Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**CONSIDERATION OF BIDS**

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/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 bidder 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 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.

### **CONTRACT AWARD**

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, comparable projects, price and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; 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.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at [www.mitn.info](http://www.mitn.info).

### **SUBMISSION OF BID**

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

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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

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

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.

### **EXCEPTIONS**

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid 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 bid documents will be applicable during the term of the contract.

### **RESPONSIVE BIDS**

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 bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept an item in the bids. Bidders may submit bids or group of items, provided however that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **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 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 described in this ITB and subsequent 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.

### **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 ITB is available without redaction to any individual or organization upon request.

### **ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder'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**

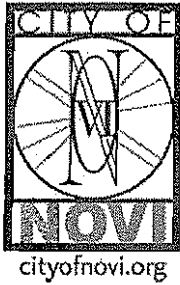
By submission of a proposal, the submitter certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (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 submitter or with any other Competitor; and
- (b) No attempt has been made or will be made by the submitter 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 submitter'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 submitter'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  
UNIFORMS – POLICE & FIRE  
SPECIFICATIONS**

**SCOPE OF WORK**

The City of Novi is seeking sealed proposals to provide Police and Fire Department uniforms.

**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 terms and conditions of the original contract.

**ESTIMATED QUANTITIES**

Police Department currently has 50 staff members who are supplied with uniforms. Fire Department has 104 staff members who are supplied with uniforms. These numbers may change during contract period.

New recruits are issued a set of uniform items and accessories according to their union contract. In the spring and fall of each year, each department places an order for uniform items needing replacements due to wear, damage, or fit problems. There may be additional smaller orders throughout the year.

**MEASURING**

Measuring for all uniforms will be provided on-site at the Novi Police Department (45125 W. Ten Mile Road, Novi MI 48375) and the Novi Fire Department Station #1 (42975 Grand River Ave., Novi MI). Vendor may be required to bring samples for sizing to the measurement appointment. These appointments will be arranged by the departments.

**TAILORING**

Tailoring will be provided to ensure that the garments fit each employee properly. All additional alteration and fitting costs will be born by the bidder. Bidder will make very effort to satisfy the reasonable desires of each employee. Should a disagreement arise between the bidder and an employee, the bidder agrees to settle the dispute in a manner which satisfies the City of Novi designated employees. Successful bidder will be responsible for pick-up and delivery of the items from the department if the problem is deemed to be the quality of tailoring.

**DELIVERY**

Uniforms will be delivered to the appropriate Department. Each item will be packaged and clearly marked with the employee to whom it belongs.

Delivery of uniform items is expected within 14 working days. The successful bidder must immediately notify the appropriate department if extraordinary circumstances cause extended delivery time. Failure by the supplier to deliver within the stated time may result in termination of the contract.

**FREIGHT/ DELIVERY CHARGES**

All delivery and/or freight charges are to be included in the unit pricing of the bid items. All bid pricing is to be quoted as F.O. B. delivered.

**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.

**TAX EXEMPTION**

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.

**PAYMENTS / TERMS**

Invoices will be submitted to the Finance Department after uniforms have been delivered. The invoice will be processed and every effort will be made to make payment within 30 days. Problems with an order or an incorrect invoice may cause a delayed payment. If contractor requires pre-payment or deposit, this must be clearly specified on proposal form and will be taken into consideration when evaluating the bids.

**REFERENCES**

Please include a list of references from 3 municipalities (not including the City of Novi) for which you have provided this service within the last 3 years. Include entity name, address, contact person and contact phone number.



**CITY OF NOVI  
INSURANCE REQUIREMENTS**

**ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **It is required that all policies shall name the City of Novi, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West 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.
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**  
**Indemnity/Hold Harmless**

1. The Contractor agrees to save harmless and defend the City 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 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, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.