



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**April 4, 2011**

**SUBJECT:** Approval to award the City Generator Preventive Maintenance and Repair Services contract to American Generators Sales and Service, LLC, the lowest responsive bidder, for an estimated annual amount of \$24,665. The term of the contract is for one year, with two one-year renewal options.

**SUBMITTING DEPARTMENT:** Department of Public Services, Fleet Division *RSH*

**CITY MANAGER APPROVAL:** *[Signature]*

### **BACKGROUND INFORMATION:**

This contract is for maintenance and emergency services for all City backup power generators. The contract period is for one year, with two renewal options in one-year increments, based on satisfactory performance and at the same prices, terms and conditions of the original contract.

The City has a total of 18 backup generators that would power facilities should electrical service fail:

- Eight at City sanitary sewage lift stations;
- One at the Civic Center;
- One at the Field Services Complex;
- One at Police Headquarters;
- Four at Fire Department stations;
- Two at water booster stations; and,
- One at the Novi Ice Arena

Preventive maintenance services lessen the likelihood of equipment failure and help control costs. The services to be provided include:

- Two annual preventive maintenance inspections for each generator;
- One complete oil change and fluid top-off for each generator;
- One annual 2-hour load bank test on each generator at the Fire Department stations, sanitary sewage lift stations and water booster stations;
- One annual 4-hour load bank test on each generator at the Civic Center and Police Headquarters; and,
- Coolant flushes for each generator at all facilities, upon request.

Eight bids were received in response to the publicly-solicited Invitation to Bid. A review of the Contractor Qualifications Questionnaire revealed that the two lowest bidders could not meet the one-hour emergency response time specified in the Invitation to Bid, thereby disqualifying their bids (Ancona Controls and Cummins Bridgeway).

Bidding results are presented in detail on the attached Bid Tabulation sheet, and summarized as follows:

<b>Bidder</b>	<b>Total Bid</b>
Ancona Controls	\$18,995
Cummins Bridgeway	\$22,790
<b>American Generators</b>	<b>\$24,665</b>
Wolverine Power	\$26,136
W.W. Williams	\$26,305
PM Technologies	\$30,180
Michigan CAT	\$34,656
Gen Power	\$38,425

American Generators bid is recommended as being in the best interest of the City as it is responsive (i.e., American Generator has complied with all requirements of the bidding instructions) and it submitted the lowest price of all qualified bidders.

**RECOMMENDED ACTION:** Approval to award the City Generator Preventive Maintenance and Repair Services contract to American Generators Sales and Service, LLC, the lowest responsive bidder, for an estimated annual amount of \$24,665. The term of the contract is for one year, with two one-year renewal options.

	<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 Fischer</b>				
<b>Council Member Margolis</b>				

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

**Generator Preventive Maintenance and Repair Services  
Bid Tabulation March 9, 2011**

	<b>Ancona Controls</b>	<b>Cummins Bridgeway</b>	<b>American Generators</b>	<b>WW Williams</b>	<b>Wolverine Power</b>	<b>PM Tech</b>	<b>Michigan CAT</b>	<b>Gen Power</b>
Inspection Only (Secondary PM)	1,615	1,950	2,550	2,975	2,550	3,145	2,542	2,550
Inspection/Oil Change (Primary PM)	4,970	5,160	5,860	5,693	6,070	5,085	5,463	9,570
4 Hr Load Test (M-F)	790	1,100	840	1,130	2,440	1,100	1,160	1,300
2 Hr Load Test (M-F)	4,425	5,250	4,200	5,342	4,500	5,400	5,220	5,250
Coolant Flush	3,895	6,800	8,405	6,085	3,490	7,970	12,990	8,995
<b>Alt. 2- Infrared Scanning</b>	2,500	0	800	2,500	4,750	4,950	4,700	6,540
Load Test Sat for CC & PD	800	1,500	1,000	1,390	1,456	1,390	1,160	2,700
<b>Subtotal</b>	<b>18,995</b>	<b>21,760</b>	<b>23,655</b>	<b>25,115</b>	<b>25,256</b>	<b>29,040</b>	<b>33,235</b>	<b>36,905</b>
<b>Alt. 1- Ice Arena</b>								
Inspection Only Total (Secondary PM)	95	100	140	175	150	185	134	150
Inspection/Oil Change (Primary Total)	170	180	180	315	250	185	249	495
2 Hr Load Test (M-F)	295	350	280	350	300	360	348	350
Coolant Flush	215	400	410	350	180	410	690	525
<b>Subtotal</b>	<b>775</b>	<b>1,030</b>	<b>1,010</b>	<b>1,190</b>	<b>880</b>	<b>1,140</b>	<b>1,421</b>	<b>1,520</b>
<b>Total</b>	<b>19,770</b>	<b>22,790</b>	<b>24,665</b>	<b>26,305</b>	<b>26,136</b>	<b>30,180</b>	<b>34,656</b>	<b>38,425</b>
<b>Hourly Rates: Service/Repair</b>								
Hourly Rate (M-F, 8-5pm)	99	102	90	84	89	92	96	95
Hourly Rate (M-F, after 5)	99	153	120	126	133.50	119	116	142.50
Hourly Rate (Sat, Sun)	109	153	120	126	133.50	119	116	142.50/ 190.00
Hourly Rate (Holiday)	129	216	150	168	178	119	174	190
<b>Hourly Rates: Emergency</b>								
Hourly Rate (M-F, 8-5pm)	119	102	90	84	133.50	119	96	95
Hourly Rate (M-F, after 5)	119	153	120	126	133.50	119	116	142.50
Hourly Rate (Sat, Sun)	139	153	120	126	133.50	119	116	142.50/ 190.00
Hourly Rate (Holiday)	149	216	150	169	178.00	119	174	190 *
Materials cost - % markup over contractors cost	15%	50%	20%	left blank	20%	15%	varies per part	20%
Comments		Contact us with questions about pricing	not just a coolant replacement. We also run through a Coolant System cleaner to clean					* minimum 4 hours



CITY OF NOVI  
GENERATOR PREVENTIVE MAINTENANCE/REPAIR CONTRACT

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

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

Name of Firm American Generators Sales & Service, LLC  
Address: 5476 Dixie Hwy. Unit E  
City, State Zip Waterford, Mi 48329  
Telephone (248) 623-4919 Fax (248) 623-4918  
Mobile (248) 240-6036  
Agent's Name (please print) Lugene Bernard  
Agent's Title Office Manager  
Email Address: lbernard@american-generator.com  
Website www.americangeneratormi.com

1. Organizational structure: Corporation, Partnership, etc. LLC
2. Firm established: Sept. 09
3. How many full time employees? 5 Part time? 2
4. Do you have 24-hour emergency service? Yes
5. 24-hour/7-day Emergency Telephone Number (888) 623-4919
6. Provide your procedure for handling night and weekend calls.  
Call 888 number, answering service will forward message, or call (248) 240-6036 cell phone directly.  
\_\_\_\_\_  
\_\_\_\_\_
7. What is your typical response time, from time of call to arrival on site? 45 min.
8. Can you meet our emergency response requirement? Yes  
If not, what is the time frame for your response? \_\_\_\_\_
9. Address of your local facility Same as above
10. Distance of local facility from the Novi Civic Center 20 miles
11. Are you able to provide insurance coverage as required by this bid? Yes
12. List the scope of services (type of work) you are able to perform.  
All generator and electrical equipment and premise wiring service, repair, replacement or rebuild, in-house

engine repair/rebuild, load bank services. System and generator load analysis including power factor and harmonic distortion, Thermal Imaging. State of Michigan licensed electrical contractor. Diesel fuel conditioning. Installing, repairing and maintaining SCADA Systems. PLC programming, CAD designs, etc.

13. List any professional licenses/certifications you/your employees have obtained that would be applicable to this contract.  
State of Michigan Master Electricians license, State of Mich. Electrical Contractors license, Generac Large-MPS & Large GENSET Certified, EGSA Certified Technician pending.

14. Provide a list of mobile service technicians, and all other professional staff to be assigned to this contract. Include name, title, license number, and years of experience, full/part time, on-call availability, qualifications, and experience. Must be staff working out of local facility.  
Douglas Pletcher - full time & on call, State of Mich license# 6108798, Master Electrician license# 6210880 with 22 yrs. experience.  
Matthew Richardson - full time & on call, Journeyman electrician, Generator Technician, solar panel-install with 15 yrs. experience.  
David Floyd-full time & on call, apprentice electrician.

15. List equipment, tools and all other resources available to your firm to perform this contract:  
Engine diagnostic tools, electrical installation & Diagnostic tools including Mega OHM meter, diagnostic scope meter, ground testing equipment, thermal imaging equipment, engine diagnostic code reader, engine rebuilding tools, GEN SET Controller software. Equipment rigging and mobile cranes, sound and vibration testing meters.

16. Do you own a rental fleet of generators? Yes If yes, how many? 3
17. Do you have rental cables? Yes
18. Are you able to install an emergency rental generator? Yes
19. Are you capable of servicing & repairing automatic transfer switches? Yes If so, please list & describe brands Asco, Zenith, Generac, Cummins, Kohler and Caterpillar.
20. Do you stock spare parts for emergency services? Yes
21. What is your estimated delivery time for non-stocked items? 1 day on available parts

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

Michael Capehart (517) 546-4210 for Howell Care Center Semi-Annual P M

Jason Como (810) 694- 1970 for Grand Blanc Rehab & Nursing Semi-Annual P M

Phil Barclay (248) 414-2218 for McNaughton/McKay in Madison Heights Contract for Repairs- and maintenance.

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

Company DTE Energy- One Energy Plaza

Address Detroit, Mi. 48226

Phone (313) 268-5705 Contact name Tony Martini

Company HiPoint Aggregate

Address 2431 Fyke Dr. Milford, Mi. 48381

Phone (248) 684-4600 Contact name Andy Rose

Company A & E Aggregate

Address 3448 11 Mile Rd. Berkley, Mi. 48072

Phone (248) 547-4713 Contact name Phil Fyke

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

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: *Eugene Bernard*

Representative's Name (please print) LUGENE BERNARD

Date 3/8/11

**CITY OF NOVI  
GENERATOR PREVENTIVE MAINTENANCE REPAIR CONTRACT  
BID FORM**

Company Name  
American Generators Sales Service, LLC

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

<b>BASE BID</b>	Price per Inspection only (Secondary PM)	Price per Inspection with Oil Change (Primary PM)	Price to Load test 4 hour (Monday-Friday)	Price to Load test 2 hour (Monday-Friday)	Price to Load Test (Saturday)	Price for Coolant Flush (upon request)	Alternate #2 Infrared Scanning (upon request)
Civic Center	150.00	550.00	420.00		500.00	600.00	
Police Dept.	150.00	360.00	420.00		500.00	540.00	
DPS	150.00	335.00		280.00		510.00	
Fire Station #1	150.00	285.00		280.00		420.00	
Fire Station #2	150.00	280.00		280.00		430.00	
Fire Station #3	150.00	280.00		280.00		430.00	
Fire Station #4	150.00	300.00		280.00		430.00	
Lift Station #1	150.00	300.00		280.00		430.00	80.00
Lift Station # 6	150.00	280.00		280.00		430.00	80.00
Lift Station #7	150.00	300.00		280.00		410.00	80.00
Lift Station #8	150.00	250.00		280.00		430.00	80.00
Lift Station #10	150.00	335.00		280.00		520.00	80.00
Lift Station #12	150.00	335.00		280.00		600.00	80.00
Lift Station #13	150.00	335.00		280.00		520.00	80.00
Lift Station #19	150.00	335.00		280.00		465.00	80.00
West Park Booster Station	150.00	500.00		280.00		620.00	80.00
Island Lake Booster Station	150.00	500.00		280.00		620.00	80.00
<b>TOTAL</b>	2,550.00	5,860.00	840.00	4,200.00	1,000.00	8,405.00	800.00

**CITY OF NOVI  
GENERATOR PREVENTIVE MAINTENANCE REPAIR CONTRACT  
BID FORM**

Company Name  
American Generators Sales Service, LLC

ALTERNATE #1	Price per Inspection only (Secondary PM)	Price for Inspection with Oil Change (Primary PM)	Price to Load test 4 hour (Monday-Friday)	Price to Load test 2 hour (Monday-Friday)	Price to Load Test (Saturday)	Price for Coolant Flush (upon request)	Alternate #2 Infrared Scanning (upon request)
Ice Arena	140.00	180.00		280.00		410.00	

HOURLY RATES	M-F 8am-5pm	M-F after 5pm	Sat/Sun	Holiday
Service/Repair	90.00	120.00	120.00	150.00
Emergency	90.00	120.00	120.00	150.00

<b>MATERIALS - Percent Over Contractor's Cost</b>	20.00%
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**WE ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA:**

N/A

**EXCEPTIONS/OTHER CHARGES/COMMENTS:**

\*Coolant flush is not just a coolant replacement; we also run through a Coolant System cleaner to clean the engine & radiator.

**COMPANY NAME:**

American Generators Sales & Service, LLC

**ADDRESS:**

5476 Dixie Highway, Unit E



CITY OF NOVI  
GENERATOR PREVENTIVE MAINTENANCE REPAIR CONTRACT  
BID FORM

Company Name  
American Generators Sales Service, LLC

CITY, STATE, ZIP CODE:

Waterford, MI 48329

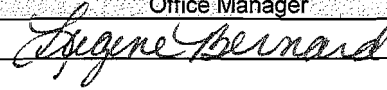
AGENTS NAME: (Please print)

Lugene Bernard

AGENTS TITLE: (Please print)

Office Manager

AGENTS SIGNATURE:



TELEPHONE:

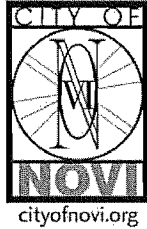
(248) 623-4919

FAX:

(248) 623-4918

DATE:

3/8/2011



**NOTICE - CITY OF NOVI  
INVITATION TO BID**

**GENERATOR PREVENTIVE MAINTENANCE/  
REPAIR CONTRACT**

The City of Novi will receive sealed bids for Generator Preventive Maintenance/Repair Contract according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** Prevailing Eastern Time, **Wednesday, March 9, 2011** at which time bids will be opened and read. Bids shall be addressed and delivered as follows:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
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**

**"GENERATOR PREVENTIVE MAINTENANCE/REPAIR CONTRACT"**

**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, to subdivide the award, 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

Notice Dated: February 16, 2011



CITY OF NOVI  
GENERATOR PREVENTIVE MAINTENANCE/  
REPAIR CONTRACT

INSTRUCTIONS TO BIDDERS

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

**IMPORTANT DATES**

Bid Issue Date	February 16, 2011
Last Date for Questions	Tuesday, March 1, 2011 by 12 Noon Please submit all questions via email to: Sue Moranti, Purchasing Manager smoranti@cityofnovi.org
Response Due Date	<b>Wednesday, March 9, 2011 by 2:00 P.M.</b>

**BID SUBMITTALS**

An **original and Three (3) 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 Invitation to Bid (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. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

**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, previous experience with

vendor, 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).

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

#### **SUBMISSION OF BID**

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

To be considered, sealed bids must arrive at Clerk's Department, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when it is in the possession of the Clerk's Department. 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. Telegraphic, facsimile, 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.

All bids 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 bid all information requested may be cause for rejection of the bid.

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

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.

Any exceptions to the bid specification must be noted on the bid form or attached to the bid form as an additional sheet. Exceptions noted anywhere else will not be considered by the City.

**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.

**FREIGHT CHARGES**

All bid prices are to be F.O.B. destination. (Freight charges must be included in pricing provided and not separated out as a separate item.)

**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.

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.

**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.

**ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid 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 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 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

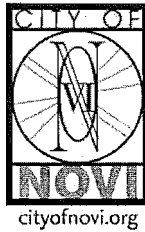
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

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**  
**GENERATOR PREVENTIVE MAINTENANCE/  
REPAIR CONTRACT**  
**SPECIFICATIONS**

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

**SCOPE OF CONTRACT**

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

**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.

**GENERAL REQUIREMENTS**

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

**INSPECTIONS/PREVENTIVE MAINTENANCE**

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

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

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

Alternate #2: Annual Infrared Thermal Imaging (upon request) at all Lift and Booster Stations.

The following services will be performed every 2-3 years upon request:

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

After each inspection/service, the City will receive a written report detailing any condition found. A separate report is to be done for each generator inspected or serviced. In addition, a written quote for any noted repairs will be provided. Any work required will be done at the sole discretion of the City. Any work required that is not outlined herein will be referred to as "Special Services/Repair" on the pricing sheet and will be done after it is approved by the City. In all instances where the service is over \$1,000, the contractor will not proceed until they have received a signed purchase order.



### **OIL SAMPLE ANALYSIS**

Oil samples must be taken and analyzed during Primary maintenance services for every generator. The oil must be tested for contaminants such as: wear metals, silicates, coolant and fuel contamination. Testing should comply with ISO/IEC 17025:2005 accreditation, "General Requirements for the competence of Testing and Calibration Laboratories".

### **LOAD TESTS**

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

Civic Center & Police Department: Generators at these locations must have **4 hour** Load tests performed on them after business hours or Saturday and scheduled with a minimum of 10 working days advanced notice.

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

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

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

### **EMERGENCY SERVICE**

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

### **INFRARED THERMAL IMAGING (ALTERNATE #2)**

The contractor shall perform thermal imaging inspections for all lift stations and booster stations on an annual basis upon request. These inspections will include electrical panels, all automatic transfer switches and generator contacts found in the water and sewer division's infrastructure. The infrared system used for this work shall have the ability to image and measure temperature differentials in the range of -20 degrees Centigrade to 900 degrees Centigrade. The inspectors for thermal imaging shall be capable of producing a record of defective areas on the same day the photographs are taken and have the ability to make corrections in the field where appropriate. Any repairs necessary must have prior approval of the City. The contractor shall have a

licensed electrician and all personnel conducting the thermal imaging will have the necessary NFP70E safety attire in accordance with Arc Flash regulations.

Contractor will provide a report for each location which includes "before" image; work completed, and "after" image showing that problem was resolved.

Infrared Thermal Imaging Cost provided on proposal form will be a lump sum for each location which includes "before" image, "after" image, and report. Repair service will be charged at hourly repair rate as provided on proposal form.

#### **BILLING REQUIREMENTS**

1. Contractor must provide a written estimate/quote for all service/repair work. Quote will include estimated work hours, hourly charges and parts estimates.
2. **There will be no charge to the City for Contractor to come to City site to evaluate a job or for estimate/quotes.**
3. Travel to and from the job site shall not incur any additional charges, including travel time, mileage, or fuel charges.
4. **In all instances, if the requested service/repair exceeds \$1,000.00, the contractor must obtain a signed purchase order from the City before the work can be performed.**
5. There will be no charge to the City for removal of old parts, debris, or hazardous waste disposal.
6. Each inspection requires a completed service or job order to be signed by the authorized City staff member or their designee and a copy of this work order provided to them.
7. Each repair/service requires a completed service or job order indicating hours worked and materials used. The order must be signed by authorized City staff and a copy of the order must be provided to this staff member.
8. Work must be invoiced and accompanied by a completed Contractor's service order and copies of material invoices from Contractor's suppliers to provide verification of actual cost of parts.
9. Invoices are to clearly state date and location where work was performed, hours worked, hourly charge, cost of any parts, and reference the service job order.

#### **PERMITS**

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

**TRANSFER OF CONTRACT/SUBCONTRACTING**

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

**INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. **A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.**

**CURRENT GENERATOR LOCATIONS**

<b>Location</b>	<b>Address</b>	<b>Generator Manufacturer</b>	<b>Model/Serial Number</b>
<b>Civic Center</b>	45175 W. Ten Mile Rd.	Kohler (350 kW)	Model: 350REOZV Serial: 0787551
<b>Police Dept.</b>	45125 W. Ten Mile Rd.	Kohler	Model: 180RZJ Serial: RG6081A038607
<b>Dept. of Public Service</b>	26300 Delwal	Cummins (150 kW)	Model: DGFA-5551508 Serial: B020332066
<b>Fire Station #1</b>	42975 Grand River Ave.	Kohler (50 kW)	Model: 50RZGB Serial: 0788401
<b>Fire Station #2</b>	1919 Paramount	Cummins (35 kW)	Model: GGFD-5007740 Serial: A020322976
<b>Fire Station #3</b>	42785 Nine Mile	Cummins (35 kW)	Model: GGFD-5007740 Serial: A020322975
<b>Fire Station #4</b>	49375 Ten Mile Rd.	Cummins	Model: GGHH-5570441 Serial: J020426503
<b>Lift Station #1 (Wixom Rd)</b>	25694 Wixom Rd. (N. of Albatross)	Generac Series Natural Gas (80 kW/480V)	Model: 1592580100 Serial: 2063113
<b>Lift Station #6 (Country Place)</b>	20926 E. Glenhaven Cir (Court C)	Cummins Natural Gas 35KW	Model: GGFD-5854713 Serial: 0070042679
<b>Lift Station #7 (Hilton)</b>	21303 Haggerty (N. of 8 Mile)	Cummins Natural Gas 60KW at 60HZ	Model: 5.7L
<b>Lift Station #8 (Stonehenge)</b>	23660 Meeting Hall Ln. (Stonehenge Condos)	Cummins Natural Gas 18KW	Model: GGFD-5854713 Serial: 0070043811
<b>Lift Station #10 (Hudson)</b>	26670 Meadowbrook (N. of I-96)	Generac Diesel (150 kW)	Model: 94A02050 Serial: 2012671
<b>Lift Station #12 (Liberty Park)</b>	44798 W. 12 Mile (W. of Dixon)	Generac 2000 Series Diesel (150kW/480V)	Model: 3094540100 Serial: 2071852
<b>Lift Station #13 (West Oaks)</b>	26915 Sheraton (at Donelson)	Cummins Diesel (150kW/480V)	Model: DGFA-5636364 Serial: K030573032
<b>Lift Station #19 (Lanny's)</b>	26401 Beck Road.	Katolight Diesel 100kW	Model: 0100FRJ4T3 Serial: 144379-0807
<b>West Park Booster Station</b>	27852 West Park Drive	Generac Series 2000 Diesel (250kW/480V)	Model: 20a0112-8 Serial: 2055696
<b>Island Lake Booster Station #1</b>	26003 Wixom Rd.	Generac 2000 Series Diesel, (250kW/480V)	Model: 20A0112-8 Serial: 2055696
<b>Ice Arena</b>	42400 Arena Drive	Kohler Natural Gas, (18kW/240V)	Model: 20RZ62 Serial: 395270



**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.
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 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.

## CONTRACT FOR GENERATOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

**THIS CONTRACT FOR SERVICES** ("Contract"), dated April 5, 2011 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 American Generators Sales and Service, LLC whose address is 5476 Dixie Hwy. Unit E, Waterford, MI 48329 (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. Timing of Performance.**

This Agreement will begin April 5, 2011, and will end April 4, 2012. Upon mutual agreement of the Client and the Contractor, the contract may be renewed two times in one year increments at the same pricing, terms and conditions.

#### **Article III. Contract Price and Payment.**

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the completed Proposal attached. 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 the Proposal. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated in the specifications; 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 or the Contractor may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Client or 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 A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insured's, but with such coverage being primary and non-contributory as described in the attached Schedule A.

## **Article VII: Information.**

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

## **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: American Generator Sales and Service, LLC
- 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 AND DATES  
OF SIGNATURES:**

**City of Novi ("Client"):**

\_\_\_\_\_

By: \_\_\_\_\_  
David B. Landry  
Mayor

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

\_\_\_\_\_

By: \_\_\_\_\_  
Maryanne Cornelius  
City Clerk

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

**WITNESS:**

**Contractor:** American Generator Sales and Service, LLC

\_\_\_\_\_

\_\_\_\_\_  
Doug Pletcher,  
President

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