



**CITY OF NOVI CITY COUNCIL
MARCH 28, 2022**

SUBJECT: Approval to award a unit price contract for Street Sweeping Services to G&M Enterprises, Ltd, the lowest qualified bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$85,105.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 12,771 Municipal Street Fund- County Roads \$ 72,334 Drain Fund- City Roads \$ 85,105 Total Estimated Annual Costs
AMOUNT BUDGETED	\$ 15,000 Municipal Street Fund- County Roads(FY2022-23 Budget) \$ 85,500 Drain Fund- City Roads (FY 2022-23Budget) \$ 100,500 Total Budget Annually To be offset in revenue reimbursement from RCOC \$23,037.
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	204-204.00-866.048 Routine Maintenance-Street Sweeping 210-211.00-872.020 Storm Sewer Maintenance – Street Sweeping 204-000.00-665.030 Trunkline Maintenance Revenue

BACKGROUND INFORMATION:

Street sweeping is the first step in managing the citywide storm water collection and discharge operation. The City performs this service using mechanical equipment that brooms curb lines and vacuums up loose debris, such as sediments, woody debris, and refuse from roadways. This process provides residents aesthetically appealing streets and enhances the ability for catch basins to function properly; minimizing sediment deposits in ponds, rivers, and lakes.

In 2018, DPW enhanced in-house services through the use of contractual assistance. Continuation of this program would swept Oakland County Roads three (3) times, City Major Roads two (2) times, and City Local Roads four (4) times annually.

Following a bid solicitation period, three (3) bids were received and opened on February 17, 2022. After review of the bids, G&M Enterprises is recommended as being in the best interest of the City for being responsive (i.e. G&M has complied with all requirements of the bidding instructions), and for submitting the lowest qualified price based on extended unit pricing.

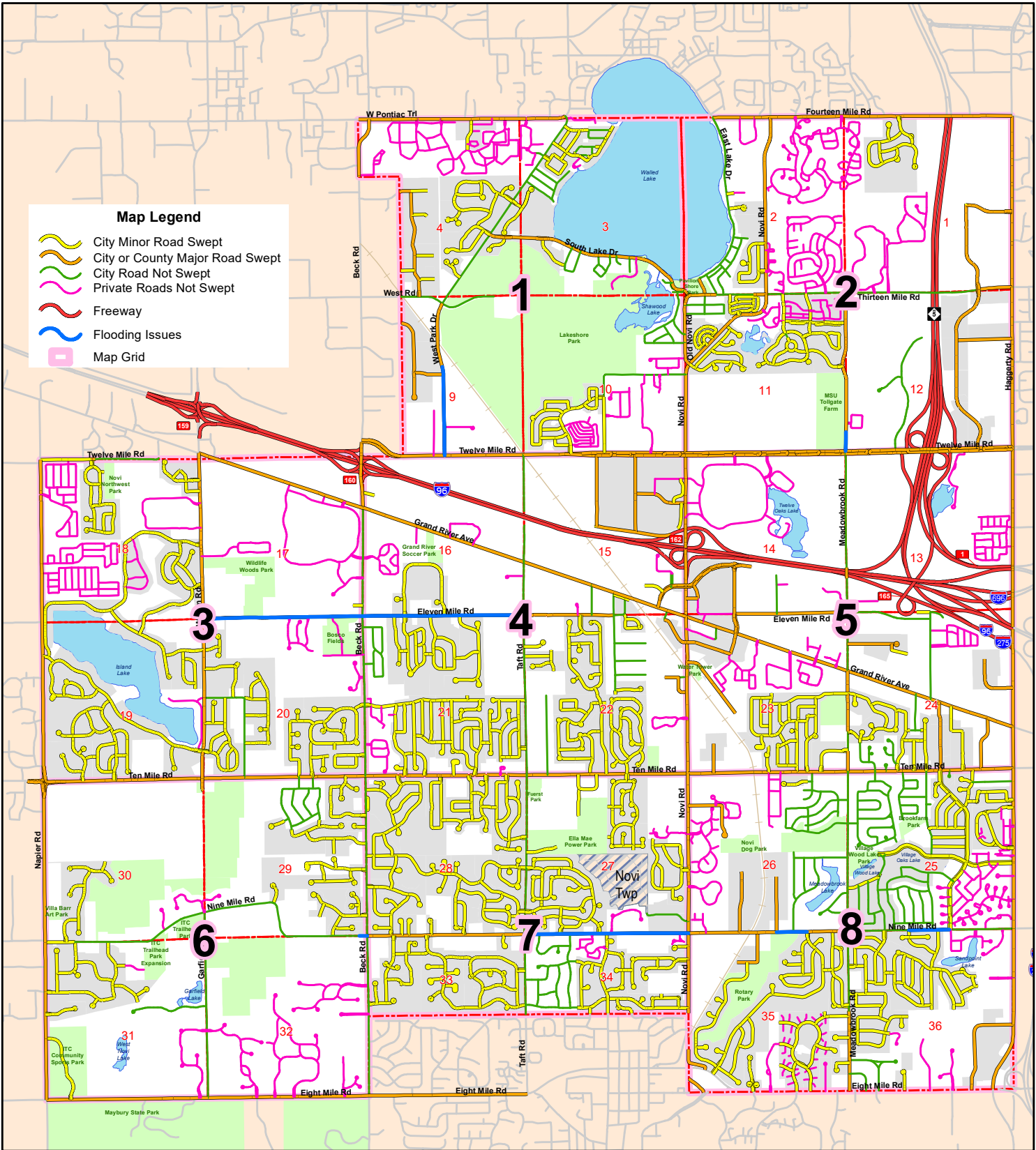
In addition to this award, a Summer Maintenance Agreement with the Road Commission for Oakland County is being presented on this agenda. The agreement allows the City to sweep an additional 43.88 miles of RCOC roadways; expanding services to internal and boarder roads. The reimbursement from the RCOC for providing these services three times a year is \$23,037.

RECOMMENDED ACTION: Approval to award a unit price contract for Street Sweeping Services to G&M Enterprises, Ltd, the lowest qualified bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$85,105.

CITY OF NOVI
STREET SWEEPING - MAJOR/MUNICIPAL/LOCAL STREETS BID TAB
FEBRUARY 17, 2022 11:30 AM

	Required Sweepings/Season	Est. quantity (curb miles)	G & M Enterprises Unit pricing	G & M Enterprises Total/Sweep	G&M Estimated Annual Cost	Progressive Sweeping Unit Pricing	Progressive Sweeping Total/Sweep	Progressive Estimated Annual Cost	SCA of MI Unit pricing	SCA of MI Total/Sweep	SCA Estimated Annual Cost
BASE BID											
Major Streets	2	59	\$ 99.00	\$ 5,841.00	\$ 11,682.00	\$ 130.25	\$ 7,684.75	\$ 15,369.50	\$ 95.00	\$ 5,605.00	\$ 11,210.00
Local Streets	4	257	\$ 59.00	\$ 15,163.00	\$ 60,652.00	\$ 74.80	\$ 19,223.60	\$ 76,894.40	\$ 55.00	\$ 14,135.00	\$ 56,540.00
Municipal Streets	3	43	\$ 99.00	\$ 4,257.00	\$ 12,771.00	\$ 114.55	\$ 4,925.65	\$ 14,776.95	\$ 95.00	\$ 4,085.00	\$ 12,255.00
TOTALS				\$ 25,261.00	\$ 85,105.00		\$ 31,834.00	\$ 107,040.85		\$ 23,825.00	\$ 80,005.00
Special Request Sweeping (5 day notice) per curb mile			\$ 80.00			\$ 137.25			\$ 100.00		
Minimum charge per event for Special Request Services			\$ 300.00			\$ 550.00			\$ 400.00		
Emergency Response Sweeping (as requested) per curb mile			\$ 120.00			\$ 137.25			\$ 400.00		
Minimum charge per event for Emergency Request Services			\$ 300.00			\$ 775.00			\$ 400.00		
Addenda acknowledged			1 & 2			1 & 2			1 & 2		

2022 City of Novi Street Sweeping Map Book



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



Miles



1 inch = 4,424 feet

Map Author: Jon Gartha
Date: February 14, 2022
Project: Street Sweeping
Version: 1.1



City of Novi

Integrated Solutions Team
Geospatial Resources Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



**CITY OF NOVI
BID FORM**

STREET SWEEPING - MAJOR / LOCAL STREETS

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

COMPANY NAME: _____

Description	Estimated Quantity (curb miles)	Unit Price (per curb mile)	Total
Major Streets	59 Miles	\$ 99	\$ 5841.00
Local Streets	257 Miles	\$ 59	\$ 15163.00
Municipal Streets	43 Miles	\$ 99	\$ 4257.00
TOTAL (PER SWEEP)			\$ 25261.00
Special Request Sweeping (5 day notice)		\$ 80 /curb mile	
Minimum charge per event for Special Request Services		\$ 300	
Emergency Response Sweeping (as requested)		\$ 120 /curb mile	
Minimum charge per event for Emergency Request Services		\$ 300	

24-hour/7 day Telephone Number: 248-353-5558

Email for notifications: lgardner_gmenterprises@yahoo.com

We have attached our equipment list: Yes No

We acknowledge receipt of the following Addendum: #1 #2
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here or attached on a separate sheet):

Comments: _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID IS SUBMITTED BY:

Company (Legal Registration) GTM ENTERPRISES, LTD.

Address 19614 W. 8 MILE RD.

City SOUTHFIELD State MI Zip 48075

Telephone 248-353-5558 Fax 248-353-5558

Representative's Name (please print) LEN GARDNER

Representative's Title PRESIDENT

Representative's Signature 

E-mail LGARDNER_GMENTERPRISES@yahoo.com

Date 2/01/22



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL

STREETS

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

Please Print

Name of Firm: GTM ENTERPRISES LTD

Address: 19614 W. 8 MILE RD.

City, State Zip: SOUTHFIELD, MI. 48075

Telephone: 248-353-5558 Fax: 248-353-5558

Mobile: 248-640-3035

Agent's Name: LEN GARDNER

Agent's Title: PRESIDENT

Email Address: LGARDNER_GMENTERPRISES@yahoo.com

Website: N/A

1. Organizational structure Corporation, Partnership, etc. _____

2. Firm established: 1978 Years in business: 44

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No X Yes _____ Reason: _____

4. Under what other or former names has your organization operated?
N/A

5. How many full time employees? 9 Part time? 3

6. Are you able to provide insurance coverage as required by this bid? YES

7. 24/7 Telephone Number 248-353-5558

8. Location of closest sweeper unit to the City City of Southfield

9. Provide your procedure for handling night & weekend calls.

PHONE to SUPERVISOR OR FOREMAN

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

ALL FORMS OF STREET SWEEPING

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

Co+M HAS OVER 200 yrs. of STREET SWEEPING EX-
PERIENCE WITH PRESENT EMPLOYEES WHICH I BELIEVE
WOULD BE APPLICABLE TO THIS CONTRACT AND APPROX.
20 YEARS OF EXPERIENCE WITH THE CITY OF NOVI

12. Provide a list of employees 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.

LIST INCLUDED

13. List equipment, tools and all other resources available to your firm to perform this contract (use a separate sheet if necessary).

12. ATHEY STREET SWEEPERS

1. FUR TRUCK

1. ARROW BOARD

2. MECHANIC TRUCKS

Co+M's LOCATION IS 10 MINUTES FROM CITY OF NOVI

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.

St. Clair County - DEBORAH MARTIN, List Included
City of Southfield - Justin Beck, List Included
City of Beverly Hills - Tom Metzler, List Included
Bloomfield Twp. DPW Supervision List Included

15. Do you plan use subcontractors for any part of this contract? NO

16. References: Provide at least three (3) municipal references.

Municipality St. Clair County
Phone 810 364-5720 Contact name DEBORAH MARTIN

Municipality Beverly Hills
Phone 248 646-6404 Contact name TOM METZLER

Municipality City of Southfield
Phone 248 796 5150 Contact name JUSTIN BECK

17. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No X Yes _____

18. 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: Len Gardner

Representative's Name (please print) LEN GARDNER

Date 2/01/22

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EMPLOYEE LIST

	YEARS OF EXPERIENCE
LEN GARDNER - SUPERVISOR G 635 507 234 858	29
ALAN MABBOTT - FOREMAN M 130 040 760 625	27
TODD BOLT - DRIVER B-430 799 234 507	6
ERNEST FRYE - DRIVER F 600 234 730 917	6
WILSON HAMPTON - DRIVER H 513 866 237 346	28
RENONDA MILLS - DRIVER M 420 734 244 361	10
JONATHAN WHORRAIL - DRIVER W 640 435 809 785	10
JAMES OLSON - DRIVER O 425 367 507 605	34
ANTHONY YOUNG - DRIVER Y 520 067 020 810	29

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List

St. Clair County - Deborah MARTIN
Completion Date FALL 2023
Approx - 85,000 PER YR.

City of Southfield - Justin BECK
Completion Date FALL 2023
Approx 70,000 PER YR.

City of Beverly Hills - Tom METZLER
Completion Date FALL 2025
Approx 8000 PER YR.



Please note that solicitations issued prior to June 10, 2017 can be found here: <http://legacy.mitn.info>

Addendum Description

Pre-Bid Meeting rescheduled to Tuesday, February 8th at 10:30 A.M.

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Mandatory	Mandatory
	2/3/22 10:30 AM EST/EDT	2/8/22 10:30 AM EST/EDT
	Novi Civic Center 45175 Ten Mile Rd, Novi MI 48375	Novi Civic Center 45175 Ten Mile Rd, Novi MI 48375
	If a snow or ice event occurs on the date for the pre-bid meeting, it is likely that we will postpone the pre-bid meeting. We will notify you of the meeting postponement by posting an addendum on the MITN website at www.mitn.info	If a snow or ice event occurs on the date for the pre-bid meeting, it is likely that we will postpone the pre-bid meeting. We will notify you of the meeting postponement by posting an addendum on the MITN website at www.mitn.info

Category Modifications

Added Categories
No Categories Added
Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum #1 [pdf]	75 Kb	01/31/2022 11:36 AM EST	English



CITY OF NOVI
STREET SWEEPING – MAJOR/MUNICIPAL/LOCAL STREETS
ADDENDUM #2

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. 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 on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum are two pages of written addenda description, which includes questions and answers and the pre-bid sign-in sheet.

QUESTIONS:

1. Will sweeping be on one side of the road or both sides?

Answer: Both sides.

2. What are the hours for debris dumping at the Department of Public Works?

Answer: Vendor will be allowed to dump debris 24 hours/day, 7 days/week.

3. Where can vendor fill vehicles with water?

Answer: Water can be supplied by the DPW facility located at 26300 Lee BeGole Dr. There will be no cost to the contractor for water. Water source is from a 3 inch hookup and adaptors may be required by the contractor to connect to the water source. Contractor will have access to water 24 hours/day, 7 days/week .

Tracey Marzonie
Purchasing Department

Notice dated: February 10, 2022

**CITY OF NOVI
SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
STREET SWEEPING - MAJOR/MUNICIPAL/LOCAL STREETS**

Pre-bid meeting 2/8/22 10:30 am
Bids due 2/17/22 11:30 am

Company Name	Address	Representative Name	Phone Number
Pro Sweep	12564 Inkster Rd. Dearborn, MI	Michael Lucht Jason	419-466-3629
G+M Ent.	19614 W. 8 mile Rd. Southfield, MI	Leonard Gordon	248-353-5558
NATIONAL Industrial	4400 Stecker Dearborn, MI 48126	Bob Davis	313-220-0335
Sweeping Corp of America	243 Coolidge Hwy.	ALEX A Rexhoji	586-278-8757



CITY OF NOVI
STREET SWEEPING - MAJOR / MUNICIPAL /
LOCAL STREETS SPECIFICATIONS/SCOPE OF
WORK

OVERVIEW

The City of Novi invites contractors that meet the qualifications set forth herein to submit bids for STREET SWEEPING - MAJOR / MUNICIPAL / LOCAL within the City limits. This initial term of the contract will be from the date of award to December 31, 2022, with two (2) renewals in one (1) year increments.

Qualified contractors must have a thorough knowledge of street sweeping operations and will be required to provide all equipment, personnel, supervision, and related materials to complete the task of sweeping these streets.

A map is included with this ITB that identifies Major, Local, and Municipal Streets. The map should be enlarged to view all the routes and is color-coded for ease of identification.

1) MINIMUM QUALIFICATIONS:

- A)** The Contractor shall not use subcontractors.
- B)** The Contractor must have a minimum of 5 years' experience in performing municipal street sweeping. Verification of experience shall be provided in the form of three (3) municipal/business references which must be listed on the Contractor Questionnaire which must be submitted with your bid.
- C)** The Contractor must have sufficient personnel and equipment to perform this scope of work within a timely manner. All operators must be legally licensed drivers. **Failure to complete the Street sweeping within the allotted two (2) weeks may result in termination.**
- D)** A list of equipment utilized to perform this scope of work shall be submitted with your bid.

2) FREQUENCY

- A) Major Streets, 2 sweeps per year:**

Sweep 1- April (to be determined depending on end of winter).

Sweep 2- Start early November after most of leaves have dropped, completed by end of November.

B) Municipal Streets, 3 sweeps per year

Sweep 1 – April (TBD depending on end of winter).

Sweep 2 – Completed between August 1st and August 31st.

Sweep 3 - Start early November after most of the leaves have dropped, completed by end of November.

C) Local Streets, 4 sweeps per year:

Sweep 1- April (TBD depending on end of winter)

Sweep 2 – Completed between August 1st and August 31st.

Sweep 3 – Completed between September 15th and October 15th.

Sweep 4 - Start sometime mid-November after most of the leaves have dropped, completed by end of November.

3) GENERAL

A) The work quantities are measured in curb miles (not centerline miles). This contract includes the sweeping of CITY OWNED MAJOR and LOCAL streets along with the Municipal Streets totaling approximately 347 curbed lane miles. Sweeping is not required or included in this inventory where streets without curbing exist. The City reserves the right to add, subtract, or delete street segments as it sees fit.

Current breakdown per street classification:

MAJOR STREETS 311,520 lineal feet of curb (59 miles)

LOCAL STREETS 1,356,960 lineal feet of curb (257 miles)

MUNICIPAL STREETS 227,040 lineal feet of curb (43 miles)

B) Special Request Sweeping - From time to time, sweeping services may be required on an as-needed basis where the DPW will notify the Contractor five (5) business days prior to services needed. The Contractor is to provide cost per curb mile as reflected in the bid form.

C) Emergency Response Sweeping - Contractor may be requested to respond for emergency sweeping services. Although this is an unusual and rare event, DPW is seeking Contractors ability and cost rate structure for emergency response. The proximity of a sweeper to the City is taken into consideration for emergency response requests. Contractor shall provide rate per curb mile and minimum charges per event for emergency response sweepings on the bid form.

4) SCOPE OF WORK

A) Street Sweeping

- i. Contractor will be notified of the request for services by the Department of Public Works by one phone call and an email, documenting notice. The City requires one central number to call.
- ii. Contractor shall be required to respond to the notification within 1 business day and acknowledge receipt of notification of needed service.
- iii. Contractor shall be responsible for any damages that occur while executing this contract and shall report them by email to the Field Operations Senior Manager, or his designee, prior to billing for the work. After the route inspection the contractor of any damage.
- iv. Should the Contractor fail to keep up with work, the City reserves the right to hire additional contractors to complete work.
- v. The City reserves the right to add or eliminate areas of work. Payments for areas of work added will be made based on unit pricing submitted with Contractor's bid.
- vi. Contractor shall be paid for work completed based on unit pricing.
- vii. No surcharges of any kind shall be allowed.
- viii. The right to prescribe the date and order in which the work is called for under this contract shall be retained by the City of Novi Department of Public Works (DPW)
- ix. There shall be no work performed on Sunday's or Legal Holidays unless approved by the DPW.
- x. Street Sweeper Operator shall not exceed 10MPH while in sweeping mode.
- xi. The Contractor shall be responsible to clean streets of all debris and leaves naturally deposited within the roadway. Removal of yard waste, obviously placed in the roadway from the abutting property will not be swept or required to be removed by the contractor.
- xii. The Contractor shall submit a written daily report on a mutually agreed upon form that documents the streets completed for each day of sweeping.

xiii. Contractor will have access to the DPW for the purposes of dumping debris collected during sweeping operations. This will be a designated area at surface level. A dumpster is not required for collection of materials. Disposal of debris collected from sweeping operations will be accepted by the DPW at no cost to the contractor.

B) Equipment

- i. All vehicles performing work shall be properly identified, licensed, and display a professional appearance. All vehicles performing work within the City rights-of-way must meet all MIOSHA safety requirements.
- ii. Contractor must be willing to carry a portable tracking unit (provided by the City) for route completion documentation.
- iii. The sweeping equipment shall be equipped with and operate a water spray system to control dust resulting from sweeping operations. The contractor must use this water-dust control system during all sweeping operations.
- iv. Water will be provided at the DPW facility located at 26300 Lee BeGole Dr. There will be no cost to the contractor for water. Water source is from a 3 inch hookup and adaptors may be required by the contractor to connect to the water source. Contractor will have access to water during normal DPW hours of operation (Monday through Friday 7:30am to 4:00pm)
- v. The sweeper unit shall be a broom-type sweeper, Elgin Whirlwind or approved equal.
- vi. All machines used by the contractor shall be of a uniform appearance and shall be kept in a reasonably neat, clean and safe operating condition.
- vii. The sweeping unit must be equipped with strobe, flashers and arrow stick along with all caution and safety warning labels provided by the equipment manufacture. Warning lights must be used while actively sweeping streets.
- viii. Contractor shall email invoice to: jvancurler@cityofnovi.org after each sweeping event is completed. Payment shall only be approved after the Field Operations Senior Manager or their designee has completed the inspection and review.

5) 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.

6) PAYMENT

By submitting a bid, contractor understands that the City will attempt to make payment within 30 days, but cannot guarantee it. All payments must be approved by City Council which generally holds meetings twice per month. On occasion, there may be three weeks between Council meetings, which may cause a delay in payment.

7) ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing a service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. A map is included as part of this ITB.

For additional details, contractors can check our Map Gallery at:

<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>



**CITY OF NOVI INSURANCE
REQUIREMENTS
ATTACHMENT A**

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

recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. 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.
7. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - a. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - b. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - c. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT for STREET SWEEPING for MAJOR / LOCAL STREETS

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (herein after referred to as "Client"), and G&M Enterprises, ILd., whose address is 19614 W. Eight Mile Rd. (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.

Performance of this Contract shall commence on the date of the last signature and end on February 1, 2023. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is 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. 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 Contractor 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. 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 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.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager, Peter E. Auger and City Clerk, Cortney Hanson
Contractor: G&M Enterprises. Ltd
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. 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.
- I. 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.

J. 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 last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Christine Slater

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Date: 3-17-22

By: Len Gardner
Its: President