



CITY of NOVI CITY COUNCIL

**Agenda Item H
November 13, 2018**

SUBJECT: Approval to award a unit price contract for Street Sweeping Services to G&M Enterprises, Ltd, the low bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$78,168.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 7,722 (Municipal Street Fund) \$ 70,446 (Drain Fund) \$ 78,168 Total Estimated Annual Costs
AMOUNT BUDGETED	\$ 15,000 Routine Maintenance-Street Sweeping \$ 70,500 Storm Sewer Maintenance – Street Sweeping \$ 85,500 Total Budget To be offset in revenue reimbursement from RCOC \$13,602.80
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 local storm water collection and discharge operation citywide. 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 previous seasons, the Department of Public Works (DPW) only swept debris from city-maintained neighborhood and major roadways with in-house staff and equipment twice per season. In an effort to expand the level of service, DPW staff requests additional contracted sweeping services that will supplement the existing program. The unit price contract proposed will improve existing service by doubling sweeping frequency from twice annually to four times annually on neighborhood streets. The additional as-needed work will be performed through a combination of in-house and contract services.

In addition to increased service on neighborhood streets, the City recently entered into a service agreement at the September 24, 2018 City Council Meeting with the Road Commission for Oakland County 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 two times a year is \$13,602.80.

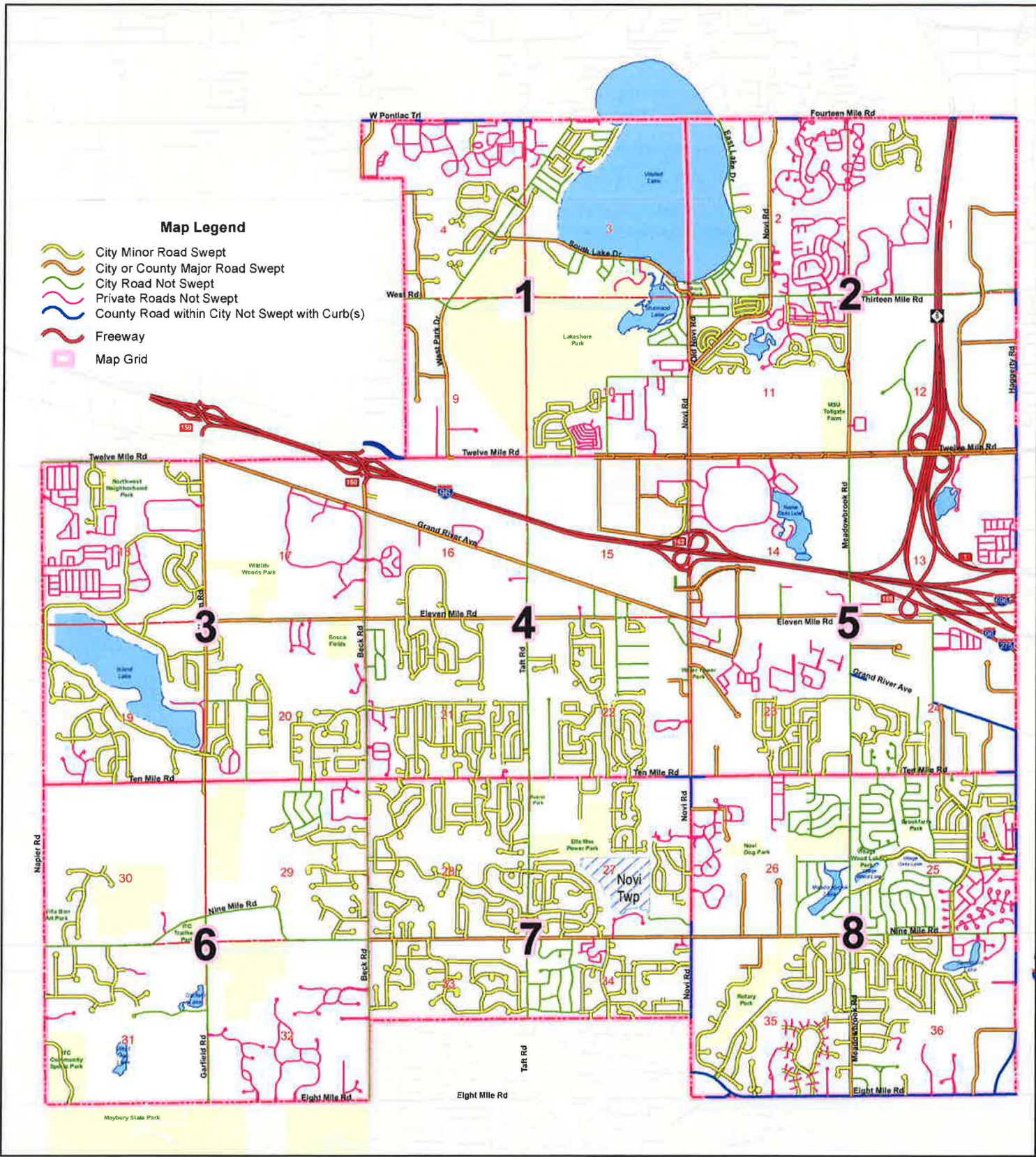
Following a bid solicitation period, two (2) bids were received and opened on October 30, 2018. After review of both bids, G&M Enterprises is recommended as being in the best interest of the City for being responsive (i.e. G&M has complied with all requirements of the bidding instructions), and for submitting the lowest price (\$78,168 as opposed to \$91,360 the quoted price from the other bidder) based on extended unit pricing.

RECOMMENDED ACTION: Approval to award a unit price contract for Street Sweeping Services to G&M Enterprises, Ltd, the low bidder, for a one-year term with two one-year renewal options at an estimated annual cost of \$78,168.

CITY OF NOVI
STREET SWEEPING - MAJOR/LOCAL STREETS BID TAB
OCTOBER 30, 2018 11:00 AM

	Est. quantity (curb miles)	Required Sweepings	G & M Enterprises Unit pricing	G & M Enterprises Total	Sweepmaster Unit pricing	Sweepmaster Total
BASE BID						
Major Streets (M-F, 8am-4 pm)	59	2	\$ 99.00	\$ 11,682.00	\$ 85.00	\$ 10,030.00
Local Streets (M-F, 7:30am-4pm)	249	4	\$ 59.00	\$ 58,764.00	\$ 75.00	\$ 74,700.00
Municipal Streets (M-F, 8am-4pm)	39	2	\$ 99.00	\$ 7,722.00	\$ 85.00	\$ 6,630.00
SWEEPING CYCLE TOTAL				\$ 78,168.00		\$ 91,360.00
Major Streets (third shift), per curb mile			\$ 99.00		\$ 95.00	
Municipal Streets (third shift), per curb mile			\$ 99.00		\$ 95.00	
ADDITIONAL PRICING						
Chase Truck w/flashing arrow, upon request, per curb mile			\$ 80.00		\$ 60.00	
Special Request Sweeping, per curb mile			\$ 80.00		\$ 85.00	
Minimum charge per event for Special Request Services			\$ 300.00		\$ 360.00	
Emergency Response Sweeping (per hour onsite)			\$120/hr		\$100/hr	
Minimum charge per event for Emergency Request Services			\$ 300.00		\$ 360.00	
Addenda acknowledged			Yes		Yes	

2018 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 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.



Map Author: Jon Gartha
Date: October 30, 2018
Project: Street Sweeping
Version: 1.0



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



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

STREET SWEEPING - MAJOR / LOCAL STREETS

The City of Novi will receive sealed bids for **STREET SWEEPING - MAJOR / LOCAL STREETS** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **Wednesday, October 17, 2018, promptly at 2:00 P.M.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **11:00 A.M.**, prevailing Eastern Time, **Tuesday, October 30, 2018** at which time bids will be opened and read. Bids shall be addressed as follows and delivered in person or by mail to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES MUST BE PLAINLY MARKED "STREET SWEEPING - MAJOR / LOCAL STREETS" 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: October 11, 2018

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

STREET SWEEPING - MAJOR / LOCAL STREETS

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	October 11, 2018
Mandatory Pre-bid Meeting	Wednesday, October 17, 2018, promptly at 2:00 P.M. Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
Last Date for Questions	Tuesday, October 23, 2018 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, October 30, 2018 by 11:00 A.M.
Anticipated Award Date	November 13, 2018

BID SUBMITTALS

Provide **one (1) original copy** of your bid. You may clip the bid submittal together, but please do not staple or bind. 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/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

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

To be considered, sealed bids must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

Bids must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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

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

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

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

EXCEPTIONS

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

RESPONSIVE BIDS

All 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. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or

information is not provided. Any exceptions to the specifications must be noted on the bid form.

CONTRACT 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, references, comparable projects, price, previous experience with vendor/contractor, delivery, 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 .

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.

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.

GENERAL CONDITIONS

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 RENEWAL

No contract shall be automatically renewed at the end of any contract term, or renewal option.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

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CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

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



CITY OF NOVI

STREET SWEEPING - MAJOR / 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 / LOCAL within the City limits. This initial term of the contract will be from the date of award to December 31, 2019, 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 the allotted time frame. All operators must be legally licensed drivers. **Failure to complete the Street sweeping within the time frame allotted 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, 4 sweeps per year:

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

Sweep 2- Completed by June 30 of each year.

Sweep 3- Completed by August 31 of each year.

Sweep 4- Start late September ahead of leaves dropping, completed by end of October.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer 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 proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer 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 proposer'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 proposer'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.

B) Local & Municipal Streets, 2 sweeps per year:

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

Sweep 2- Start late September with completion by end of October.

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	1,314,724 lineal feet of curb (249 miles)
MUNICIPAL STREETS	205,920 lineal feet of curb (39 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 Services 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

is concluded, the Field Operations Senior Manager, or their designee, will notify 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 sweeping Major and Local streets.

C) Contractor shall mail the invoice to: City of Novi, Attention: Finance Department, 45175 Ten Mile Rd., Novi, MI 48375 OR email to: invoices@cityofnovi.org after each sweep completed. Payment shall only be approved after the Field Operations Senior Manager or his 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.

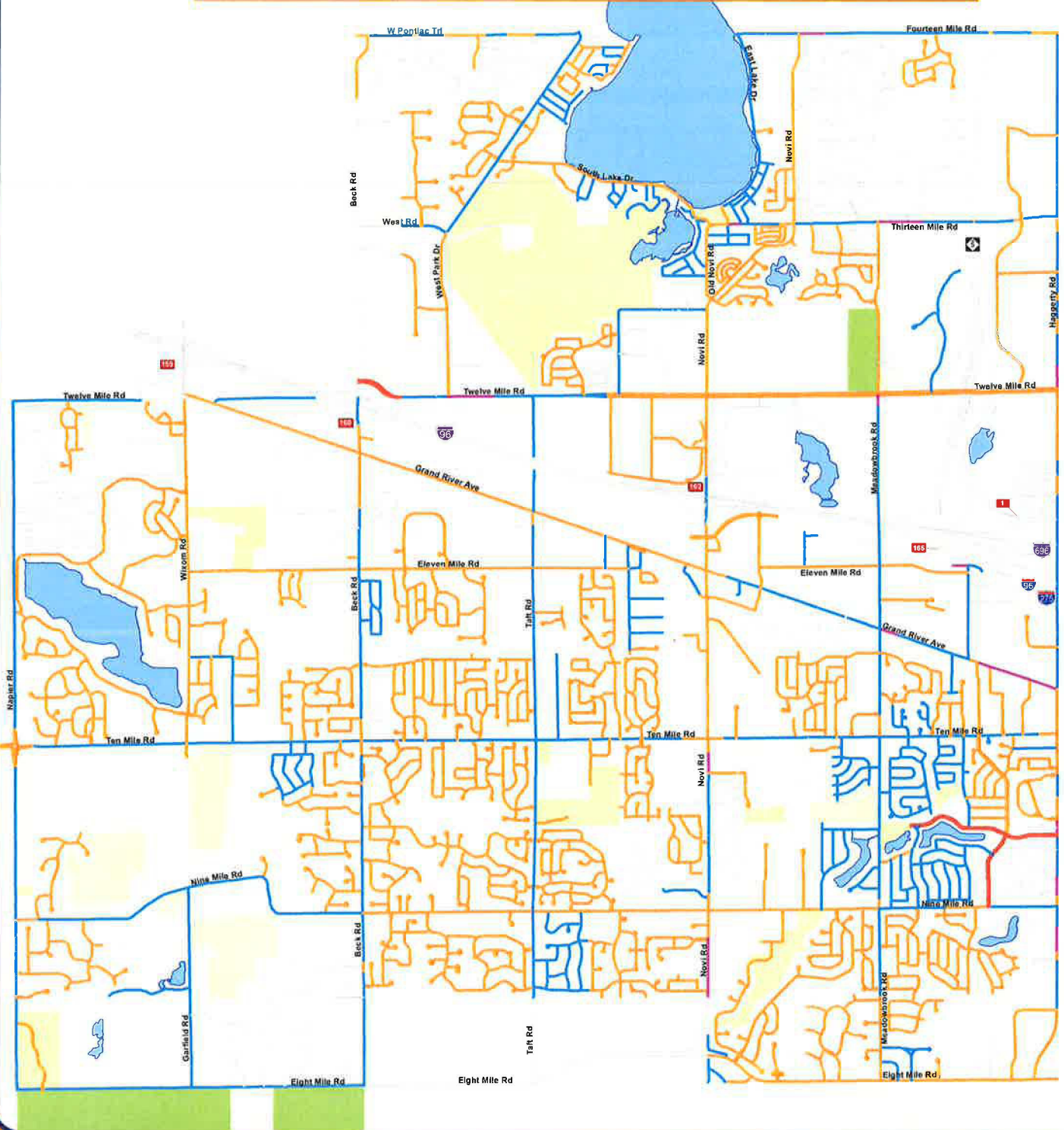
7) ROAD WEIGHT RESTRICTIONS

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>

Roadway Curb Status

Street Sweeping by DPS Field Operations Division



Map Author: Keri Blough
 Date: April 23, 2018
 Project: Curb and Sweeping Status
 Version # 1.0

Amended By:
 Date:
 Department:

MAP INTERPRETATION NOTICE

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Map Legend

Street Centerline Curb Status

- Curb One Side
- Curb Both Sides
- Median Curb Only
- No Curb
- Not Swept

	Curb Miles
Major Road	58.43
Minor Road	248.97
County Road	39.30



City of Novi

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Drive
 Novi, MI 48375
cityofnovi.org

Feet
 1,750 3,500 5,250

1 inch = 4,277 feet





**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.



CITY OF NOVI
BID FORM (REVISED)

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:

BASE BID	Estimated Quantity (curb miles)	Unit Price (per curb mile)	Total
Major Streets (M-F, 8:00 am – 4:00 pm)	59 Miles	\$ 99	\$ 5841. ⁰⁰
Local Streets (M-F, 7:30 am – 4:00 pm)	249 Miles	\$ 59	\$ 14691. ⁰⁰
Municipal Streets (M-F, 8:00 – 4:00 pm)	39 Miles	\$ 99	\$ 3861. ⁰⁰
TOTAL (PER SWEEP)			\$ 24393. ⁰⁰
Major Streets (Sweeping during third shift)			\$ 99 /curb mile
Municipal Streets (Sweeping during third shift)			\$ 99 /curb mile
ADDITIONAL PRICING			
Chase truck with flashing arrow (upon request)			\$ 80 /curb mile
Special Request Sweeping (5 day notice)			\$ 80 /curb mile
Minimum charge per event for Special Request Services			\$ 300
Emergency Response Sweeping (as requested)			\$ 120 /hour (on site)
Minimum charge per event for Emergency Request Services			\$ 300



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

STREET SWEEPING - MAJOR / LOCAL STREETS

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

Name of Firm: G+M 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 (please print) 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: 40
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No 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 SUPERVISION OR FOREMAN
10. List the scope of services (type of work) you are able to perform.
All forms of STREET SWEEPING

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

Email for notifications: lgardner_gmenterprises@yahoo.com

We will be able to begin the Fall 2018 sweeping 14 to 19 days after the award.

We have attached our equipment list: Yes No

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

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

N/A

Comments: N/A

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) G+M 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 [Signature]

E-mail lgardner_gmenterprises@yahoo.com

Date 10-29-18

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

G+M HAS OVER 200 YRS OF STREET SWEEPING EXPERIENCE WITH PRESENT EMPLOYEES WITH I BELIEVE WOULD BE APPLICABLE TO THIS CONTRACT

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 - FUEL TRUCK
1 - ARROW BOARD
2 - MECHANIC TRUCKS

G+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 - TOM TRICE	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 Bloomfield Twp.

Phone 248 594-2800 Contact name TOM TRICK

Municipality BEVERLY HILLS

Phone 248 646-6404 Contact name TOM METZLER

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

No 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: 

Representative's Name (please print) LEN GARDNER

Date 10-29-18

SAMPLE AGREEMENT

CONTRACT FOR SNOW REMOVAL SERVICES – MAJOR PATHWAYS

THIS CONTRACT FOR SERVICES ("Contract"), 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, (hereinafter referred to as "Client"), and _____, whose address is _____, (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 as of the date of the last signature and end on December 31, 2019. 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 based on unit pricing for services as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all work which has been performed in connection with the billing 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. Such payments will be made pursuant to City policy and approval by City Council.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed

SAMPLE AGREEMENT

above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

SAMPLE AGREEMENT

- 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 insureds, 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.

SAMPLE AGREEMENT

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: Peter E. Auger, City Manager and Cortney Hanson, City Clerk
Contractor:
- 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.

SAMPLE AGREEMENT

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 first listed above.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI

STREET SWEEPING - MAJOR / LOCAL STREETS

ADDENDUM #1

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 six (6) pages of written addenda description, which includes a revised bid form and the pre-bid sign-in sheets.

CLARIFICATIONS:

1. Traffic Control: The successful bidder(s) agrees to conform to the requirements of the Michigan Manual on Uniform Traffic Control Devices. Appropriate traffic control devices, including signs and flashing arrow panels when required, are the responsibility of the contractor.

At least one additional flashing traffic control arrow will be required behind the sweeper when sweeping multi-lane streets, upon request by the City. Do not include cost of chase vehicle in your Base Bid pricing. Chase vehicle pricing is requested separately. The City reserves the right to use City staff & vehicle to perform this function.

2. Time Restrictions: Due to heavy traffic on many of the Major & Municipal Roads, it is mandatory that no sweeping operations take place between the hours of 6:00 a.m. – 8:00 a.m. and 4:00 p.m. – 7:00 p.m. Monday through Friday. Local roads shall be swept during daylight hours only.

3. Third Shift: Third shift work must receive prior approval from the Senior Manager Field Operation or their designee. Third shift will only be allowed on certain Major and Municipal Roads, approximately 70% of the total curb miles for those categories.

4. Section 2) FREQUENCY should read as follows:

FREQUENCY

A. Local Streets, 4 sweeps per year:

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

Sweep 2- Completed by June 30 of each year.

Sweep 3- Completed by August 31 of each year.

Sweep 4- Start late **October**, completed by end of **November**.

B. Major Streets & Municipal Streets, 2 sweeps per year:

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

Sweep 2- Start late **October** with completion by end of **November**.

5. On Page 10 of 23: Section B, vii: Warning lights must be used while sweeping Major, Local, and Municipal streets.
6. It is the City's expectation that the selected contractor will begin on the Fall sweeping as soon as possible after the award (Sweep #4 for Local Streets and Sweep #2 for Major & Municipal Streets).

QUESTIONS:

1. Can water be made available during a third shift (after 4:00 p.m.)?
Answer: At this time, the contractor would have access to a hydrant on the street outside the DPW grounds which is under renovation. When the renovation is complete (Spring/Summer 2019), we can discuss the possibility of providing access to the DPW yard during a third shift.
2. Are there any roads requiring sweeping that are over 45 mph?
Answer: Grand River Avenue from Haggerty to Novi Road and Clark Street to Wixom Road are 50 mph.
3. What do you estimate the hours required to do the work?
Answer: We estimate the local roads will take approximately 120 hours and the major & municipal roads will take approximately 100 hours. However, contractor should use their expertise and experience to determine how long they think it will take. The contract will be paid based on the curb miles to be swept, according to specifications, no matter how long it takes.

Sue Morianti
Purchasing Manager

Notice dated: October 18, 2018