



CITY OF NOVI CITY COUNCIL
SEPTEMBER 26, 2022

SUBJECT: Approval to award an invasive species removal contract to Natural Community Services, the low bidder, in an amount of \$29,445.00.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division
Community Development

EXPENDITURE REQUIRED	\$ 29,445.00
AMOUNT BUDGETED	\$ 30,000.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	209-000.00-939.110

BACKGROUND INFORMATION:

For the last six years, the City has been working to remove woody invasive species, such as buckthorn, honeysuckle, and autumn olive from City parks to improve the conditions of the natural habitats. The woody invasive trees and shrubs are primarily spread by birds, but once established, they can crowd and shade out native plant species by aggressively reseeding and spreading around the parent plants. Invasive plants end up blocking views of the parks from visitors and removing valuable food sources for wildlife. The City is planning to eliminate resprouting buckthorn in Rotary Park with follow-up treatments and to address established woody invasive species in other locations of the park.

Three bids were received and opened on August 17, 2022, following the public bid solicitation period. Natural Community Services, the low bidder, is recommended as being in the best interest of the City, as their bid is responsive and complies with all the requirements of the bidding instructions. The bid tab is included in the packet.

The removals will occur between the award date and December 18, 2022, to ensure that herbicide application effectively kills the root systems of the invasive plants.

RECOMMENDED ACTION: Approval to award an invasive species removal contract to Natural Community Services, the low bidder, in an amount of \$29,445.00.

Removal area highlighted in Pink



CITY OF NOVI
WOODY INVASIVE SPECIES REMOVAL
August 17, 2022 2pm

Company	Natural Community Services (NCS)	Procure Tree Service dba CHOP	Davey Resource Group
Base Bid	\$29,445.00	\$31,895.00	\$40,828.76
Alternate B - Hourly Rate-cut stump	\$75/hr	\$139/hr 2 man crew	\$81.67/hr
Alternate C - Hourly Rate-hack & squirt	\$60/hr	\$139/hr 2 man crew	\$80.67/hr
Attached Equipment List	Yes	Yes	Yes
Attached Copy of Pesticide License	Yes	Yes	Yes
List chemicals for treatments	Triclopyr Surfactant Dye	Triclopyr with basil dye	Garlon 3a-Triclopyr Garlon 4 Ultra-Triclopyr Leco Spreader Sticker surfactant Lesco Tracker Dye
Exceptions	n/a	n/a	n/a



NOTICE - CITY OF NOVI
INVITATION TO BID (ITB)
WOODY INVASIVE SPECIES REMOVAL

IMPORTANT DATES

Bid Issue Date August 1, 2022

Last Date for Questions Wednesday, August 10, 2022 by 12:00 P.M.
Please submit all questions via email to:
Tracey Marzonie, Finance Dept
tmarzonie@cityofnovi.org

Response Due Date Wednesday, August 17, 2022 by 2:00 P.M.

Deliver to: City of Novi
Finance Department
45175 Ten Mile Rd
Novi, MI 48375

DESCRIPTION:

The City of Novi wishes to hire a firm to kill woody invasive trees and shrubs this fall from areas within Rotary Park. See the attached maps for the park's location and the areas for removal. The pink area shows the extent of the treatment area. There are pathways leading from the tennis court parking lot that can be used to access the areas north and south of the parking lot.

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.

INSTRUCTIONS

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff except where noted below. Unauthorized contact of any City department employee may result in rejection of submittal.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for products and services.

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.

BID SUBMITTALS

Provide one **(1)** hard copy of your bid, unbound signed and clearly marked as ORIGINAL. The bid may be clipped but should not be stapled or bound. 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.

SUBMISSION OF BID

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. **ANY CHANGES MADE ON THE BID FORM 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.

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

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

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 of 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.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. 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.

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.

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.

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.

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

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference;
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

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.

PERMITS

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

CLEAN UP

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

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 products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: invoices@cityofnovi.org. *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

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.

NON-DISCRIMINATION

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

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

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

ECONOMY OF PREPARATION

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

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

SAFETY DATA SHEETS (SDS)

All City of Novi purchases require a Safety Data Sheet, ("SDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The SDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

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 the contracted service within that particular section. At no

time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

INDEPENDENT PRICE DETERMINATION

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

- (a) The prices in the bid 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 offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid 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 offeror's organization responsible within that organization for the decision as to prices being offered in the bid 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 bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any

contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant 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 sub-consultant employed in the performance of this contract.

PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.



CITY OF NOVI

WOODY INVASIVE SPECIES REMOVAL SPECIFICATIONS

OVERVIEW

The City of Novi wishes to hire a firm to kill woody invasive trees and bushes this fall/winter from the City of Novi's Rotary Park (see the attached maps for park locations and areas for removal).

SCOPE OF WORK

1. The objective of the project is to kill the maximum number of woody invasive plants in the specified areas, not to remove the woody material. The species that are particularly prevalent are, in approximately decreasing order of numbers: Common buckthorn, Asian honeysuckle, Autumn Olive, Glossy buckthorn, Privet, Multiflora rose and Oriental bittersweet.
2. The work shall be in the highlighted areas of the attached map, starting at the south end of the area and working northward. Please use the tennis court parking lot as your base of operations.
3. The work may begin as soon as the contract is awarded and must be completed by **December 18, 2022**. Earlier Fall work is preferred to maximize the time that the chemicals can get into the roots to increase their impact and to gauge the effectiveness of the hack and squirt treatments .

METHODS OF REMOVAL: Two methods must be used to complete the work.

1. For plants 2" dbh or smaller, the cut stump method should be used where the tree is cut to within 3" of the ground or lower and the stump treated with herbicide within ten minutes of cutting, to ensure chemical uptake (as described later). The cut plant can remain in place on the ground.
2. For plants larger than 2" dbh, the hack and squirt method should be used (see the video at this address: <https://www.youtube.com/watch?v=CGM1VsTQoQg> and the article at <https://extension.psu.edu/using-hack-and-squirt-herbicide-applications-to-control-unwanted-trees>. The specialized hatchet is not required but a hatchet or hand axe, not a power saw, must be used.
3. This area has had a good deal of buckthorn and other woody invasives killed and removed over the course of three years. Since then, there has been significant resprouting of young material. All resprouts should also be cut and treated. You may want to use loppers to cut the smaller plants but they also need to be treated with chemicals immediately after being cut. If the site is worked early enough, foliar sprays on the resprouts may be possible instead of cutting and treating them, but the method to be used should be made clear on the quote and when the work will be done to help evaluate. An estimate for both methods should be included in the bid in case timing does not allow the foliar spray method.

4. As the site has a mix of smaller and larger invasive plants, the bidder should visit the site to assess the areas to determine your removal process (ie you may want to hack and squirt the larger trees first so you're not tripping over the smaller cut tree) and assess the work involved to create your bid.
5. Bidders should contact City of Novi Landscape Architect Rick Meader at rmeader@cityofnovi.org or (248) 735-5621 to arrange a walk-through of the project area if one is desired.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

PLANT MATERIAL TO BE KILLED

1. The material to be removed will primarily be buckthorn species but also may include Asian honeysuckle, autumn olive, privet, multiflora rose and flowering pear. All native trees and shrubs in the area are to remain undamaged and unsprayed through the course of the project.
2. The material ranges in diameter size from ¼" to 12". Much of the bigger material is multi-stem.
3. Most of the larger trees to be removed will be marked with paint or ribbon by the City, but the Contractor selected must be able to identify the species to be removed so accidental removals don't occur, and so smaller material that should be removed can also be identified and removed without being painted.
4. The trees larger than 2" dbh shall be left standing after the hack and squirt is complete.

REMOVAL REQUIREMENTS

1. All removals are to be done with hand-held tools or approved equipment.
2. Stumps should be no taller than 3" above the ground but may be cut to ground level to make walking easier once a tree is cut if desired.
3. No stumps are to be ground out.
4. The plants 2" dbh or smaller should be cut down and all stumps promptly treated with an herbicide to stop re-sprouting .
5. The choice of the herbicide to be used is up to the Contractor– either glyphosate or triclopyr is recommended. **Products with imazapyr or imazapic shall not be used.**
6. Chemicals used near water must be safe to use for such situations.
7. The herbicide needs to be applied by a licensed pesticide applicator in the concentration recommended by the manufacturer for cut stump or hack and squirt application. A dye must be included in the herbicide mixture to verify which trunks/stems have been treated.

8. Any damage to the path or park lawn must be repaired by the Contractor at no added expense to the City.
9. Daily inspections by City personnel will be made to check on the progress of the removals. Any questions related to removals during the removal process can be directed to City of Novi Landscape Architect Rick Meader (248) 735-5621 or rmeader@cityofnovi.org.

BID REQUIREMENTS

1. The bid shall include all expenses related to the project (including time, chemicals, inspections, etc.)
2. Equipment List – saws, fuel, hatchets/hand axes
3. List of chemicals for stump treatment and applicator tools
4. Copy of license of pesticide applicator(s) that will be treating the cut stumps and doing the hack and squirt.

AWARD

The bid award will be based on the quality of the proposal including, but not limited to, price, and the judgment of the City on which firm seems most capable of completing the most amount of work in the most complete manner.

ALTERNATE BID

If base bid work is completed under budget, additional work may be assigned. Please provide an hourly rate for cutting, application of chemicals to cut stumps or hacking and squirting trees – break them out as one or the other method may be selected for any extra work



**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. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

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.

WOODY INVASIVE SPECIES CONTROL

For: CITY OF NOVI

At: Rotary Park

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Overview

Natural Community Services (NCS) is pleased to propose on Novi’s Woody Invasive Species Control RFP. NCS an ecological restoration firm from the metro Detroit area, licensed and Insured in MI, and said policy covers items of the proposed invasive species control contract. NCS is an equal opportunity employer (EEO) and a woman-owned small business (WBE). Our restoration philosophy approaches ecosystem and land manager concerns by:

- **Specialized Ecological Restoration Skills.** NCS has worked across Southeast Michigan on woody invasive projects that required effective and accurate gathering and processing of the spatial and ecological. NCS provides laser-focused sawyers/foresters, precision applications and schedule-conscious attention to city needs for management in order to reach restoration objectives, including 12/18 completion date.
 - **Incorporating Best Management Practices -** Strategizing cost-efficient restoration actions, following specifications and optimizing biodiversity/conservation-based work plans
 - **Invasive Species Management Experience.** On-the-ground involvement in invasive species management in places like Novi are at the heart of the NCS mission. Integration of tried-and-true methods and cutting-edge technology is the NCS starting point in our invasive species management projects, and we’ve worked for cities across Michigan.
 - **Responsiveness.** SE Michigan is our home, and we have firsthand scouting knowledge of the park from proposing on the previous iterations. The opportunity to provide ecological restoration services isn’t only business, it’s personal. Key personnel involved in these services will be considered dedicated staff to this Novi project
-
- **Nearby the Site:** NCS office is located at - 6410 Upper Straits Blvd. West Bloomfield, MI 48324 & Farm facility in Northville
 - **NCS farm/facilities are located at:** 57835 8 Mile Rd. Northville, MI

1. Work Plan and Task Description

NCS proposes Invasive Species Control Services in Rotary Park per RFP & table of best control practices:

Type	Conditions/Plant Size	Treatment Technique
Woody Invaders	Before Nov 1 and <2" diameter at ground level	Foliar spray
	After Nov 1 and >2" diameter at ground level	Girdle-frill
	After Nov 1 and <2" diameter at ground level	Cut-stump OR Cut-stump/basal bark combination OR Basal bark (OPTIONAL alternate)

PROPOSED METHODS & CONDITIONS:

NCS will follow all general specifications in the RFP, with an overview of each required item below.

1. METHODS

Field Work Plan– NCS will follow RFP specifications to prescribe treatments, as below

- a. PPE/SAFETY: NCS uses application signage and cones as needed; follows worker protection standards
- b. RFP ADHERENCE: Follow RFP specifications, with control methods further developed in concert with Novi project manager to using WIGL and DNR/MNFI best practice control guides: <https://mnfi.anr.msu.edu/publications/best-control-practice-guides>, <https://woodyinvasives.org/management/>
- c. SANITATION: All equipment, footwear, clothing, and all other materials will come in and leave sites clean. Sanitation involves brushing or washing equipment of propagules, per DNR best practices: https://www.michigan.gov/documents/deq/goi-wrd-policy-invasive-species-decontamination_476846_7.pdf
- d. FOLIAR SPRAY: NCS would foliar treat in October the small saplings, and observe the kill rate by November 1. All live stems would be retreated – either by foliar or basal methods about Nov 1
- e. CUT STUMP: NCS would cut the plant as close to the ground as possible, no higher than three (3) inches above ground level and apply herbicide to the cut surface of each stump. Immediately following cutting (within 5 minutes), the exposed cambium of all cut stumps shall be treated with herbicide until the surface is thoroughly wet.
- f. GIRDLE/FRILL: NCS would make a single continuous cut through the bark and cambium completely around the tree at a convenient height. All cuts must be deep and wide enough to ensure complete interruption of sap flow between the roots and crown. Cuts should be at a depth and width sufficient to prevent healing of the cambium, but not excessively weaken the structural integrity of the tree. Apply herbicide to the girdled area- 15% Garlon emulsion.
- g. BASAL BARK: zones shall be targeted according to for initial treatments- using basal spray the lower 6" of stem around its circumference with the soy oil-herbicide 15% Garlon emulsion as described in summary below.

2. HERBICIDES

Herbicide product use varies depending on location within the project area. Generally, Garlon® 4 Ultra (or equivalent triclopyr ester product) will be used.

Herbicide Concentrations

For cut stump and traditional basal formulation: use Garlon® 4 Ultra (or equivalent triclopyr ester product) at 25 to 30% volume to volume (v/v) in basal (soy) oil; i.e. mixing 1 quart of Garlon® 4 Ultra with 3 quarts of basal oil would yield one gallon of a 25% solution. Includes dye colorant.

For frill application: use Garlon at 50% volume to volume (v/v) in basal (soy) oil

3. ADJUVANTS/SURFACTANT

Surfactant will be soy oil and marker dye.

4. GEOSPATIAL & MEETINGS

NCS assumes that City staff and NCS ecologist will walk the site and flag required boundaries.

5. SCHEDULE

Facilitate schedule tasks, according to park prioritization in RFP, as follows in Gantt monthly chart, as well as the park

2. References

NCS has controlled invasive species for many municipal clients in Southeast Michigan, see list and contacts below.

Client References

Van Buren Township
2019-2022, \$150,000

Invasive species management plan, control, and staff training

Contact: Elizabeth Renaud | erenaud@vanburen-mi.org, (734) 699-8900

City of Royal Oak/Nature Society
2010-2022, \$50,000

Basal bark spray treatment of invasive shrubs & trees; invasive species management plan, volunteer training

Contact: Don Drife | President (248) 528-0479 donalddrife@comcast.net

Contact: John Fedele | Parks Director 248.246.3180 johnf@romi.gov

Michigan Department of Natural Resources
2012-2019 \$500,000

Natural areas inventories and assessment, resource mapping, Invasive species control

Contact: Robert Clancy | Ecologists (517) 241-2055 clancyr@michigan.gov

Michigan Nature Association
2014-2022, \$100,000

Newnan Preserve, Saginaw Wetlands, Timberland Swamp, Big Valley; Invasive shrub management

Contact: Andy Bacon (586)469-6443 | abacon@michigannature.org

Friends of Detroit River
2016-2022, \$1,000,000

Woody invasive species management, bioengineering, habitat management

Contact: Sam Lovall, Director | slovall@gmail.com (734) 288-3889

City of Farmington Hills
2016-2020, \$50,000

Heritage Park Nature Trail; Invasive species planning, control, native planting plans, habitat restoration,

Contact: Ashlie Smith | 248-417-3256, asmith@fhgov.com

City of Detroit
2016-2022, \$150,000

Woody invasive species management, bioengineering, habitat management, consulting

Contact: Jeff Klein, Deputy Chief Landscape Architect | kleinj@detroitmi.gov (248) 761-2922

Wayne County Parks
2015-2022, \$1,250,000

Woody invasive species management, bioengineering, habitat management

Contact: John Gundry, Chief Landscape Architect | jgundry@waynecounty.com (517) 285-0902

3. Qualifications

Staff and Experience

NCS strives to provide the best possible assessment, design, restoration, monitoring and native landscape services for our clients. We perform ecological services for municipal, state, and federal government agencies, non-profits, private residences/HOAs, corporations, and schools. All staff is educated in ecological and environmental sciences. NCS has demonstrated capability to perform the work specified. Please see the project reference sheets.

Description of BMPs we use

- Assess biological, ecological, soil, hydrology
- Complete develop management plans & plan prescribed burns;
- Manage natural areas; invasive plant removal projects;
- Spray and wick-treat invasive plants in ways avoiding native plant species; Maintain treated areas
- Conduct plant and animal inventories; GIS-integrations
- Map existing ecosystems and natural communities;
- Coordinate volunteer groups for planting or restoration work;
- Conduct training for all aspects of natural area restoration;
- Use signage to help people understand treatment of natural areas

Staff Resumes

Nick Longbucco

Ecologist & Project Manager

Nick Longbucco is NCS lead ecologist, client representative, chief manager, and carries a wealth of knowledge in planning restoration ecology. After working in restoration planning in his native Michigan, Nick spent six years working on conservation issues in Illinois and with The Nature Conservancy in Iowa working on watershed level water resource issues, which included managing a million dollar plus wetland restoration program and working with watershed and supply-chain partners to secure support for conservation throughout the watershed. Born and raised in Michigan, Nick also worked for the Oakland County SCWD working with local landowners on a variety of BMPs to address water and soil resource concerns. He is a proud MSU Spartan (Go Green) and holds a M.S. in Environmental Resource Management from Southern Illinois University. With a strong appreciation for the soil and water resources that bless the Great Lakes, Longbucco is passionate about finding solutions that benefit local communities and protects and improves these invaluable resources. Nick coalesces cross-functional teams by streamlining information distribution and analysis. Nick is a certified forester and has interdisciplinary restoration ecology skills.

Relevant Highlights

- ✓ Habitat Restoration Design
- ✓ Assessment, design and construction of wetlands
- ✓ Biological surveys for plants and animals
- ✓ Fish, herptile, and bird specialists
- ✓ Shoreline assessment and bioengineering design experience

Years of Experience: 45 combined
Education

All degreed professionals in environmental fields

Registrations/ Certifications/Training

- Natural Shoreline Professionals
- Certified Applicators & Ecological Restoration Practitioners
- DNR Forest Division and USDA NRCS Certified TSP
- Licensed Landscape Architect on staff

Education

- B.S. Michigan State University; Fisheries and Wildlife.
- M.S. Wayne St. Southern Illinois University; Environmental Planning.

Registrations/ Certifications/Training

- Certified Arborist
- Conservation Planning certificatons
- CERPIT
- MDARD Applicator

John DeLisle

Principal Ecologist, CERP

Mr. DeLisle is a botanist, entomologist and restoration ecologist with over 20 years of experience in ecology, habitat restoration design, site restoration, bioretention, invasive species management, and permitting projects for various residential, commercial, agricultural, and government clients. John is dedicated to restoring the diversity, vitality, integrity, and beauty of our clients' land and water resources. John manages a staff educated and experienced in planning, installing and maintaining native ecosystems, and well-versed in the range of native plants suitable to these natural habitats. Natural Community Services accomplishes restoration, consulting, and native plant movement scientific and sociological goals using survey, design and management methods proven to ameliorate disturbed soils, hydrology, wildlife, and vegetation, while establishing locally indigenous plants adapted to restoring these pre-settlement conditions.

Relevant Highlights

- Habitat Restoration Design
- Assessment, design and construction of wetland
- Biological surveys for plants and animals
- 16 years of experience
- 10 years with NCS

Education

- M.S. University of Michigan; Environmental Science; 2008
- B.S. Michigan State University, Natural Resources, 1999

**Registrations/
Certifications/Training**

- Natural Shoreline Professional
- Professional Wetlands Scientist
- DNR Forest Division & USDA NRCS Certified TSP
- Certified Ecological Restoration Professional

Project Experience

Mr. John DeLisle, principal ecologist of NCS, supervised a USDA invasive species biological control research program for 5 years before starting NCS. He served as the team leader or project manager for multiple woody invasive species management programs, as well as habitat restorations for DNR and GLRI large scale habitat restorations. John uses WIGL, MISIN, CISMA and MDARD policies for species guidance, and helps NCS focus on pesticide safety for invasive plant project applications. John has planned, led and performed quality control and client relations for implementation of wick, backpack, and UTV/truck tank spraying, and is currently leading invasive species control and habitat restoration projects at Heritage Park in Van Buren Township, all of Royal Oak's nature parks in Beverly Hills, and several parks for the cities of Southfield, Royal Oak and Detroit. John will be analyzing and providing biological and map data products as part of this project, interacting with Novi . . staff, compiling treatment data analysis and reports, and performing quality control applications.

4. Price Proposal

NCS lists its price proposal in the bid form, for a lump sum of **\$29,445.00**

5. RFP Submittal Documents and Bid Forms

A. Equipment List

GARDEN TOOLS

- 1. Rakes, Shovels
- 2. Pruners, Loppers

EARTHWORK & RESTORATION

- 1. UTV & dump trailers – Polaris Ranger & Deere Gator

FORESTRY

- 1. Brushcutters
- 2. Saws
- 3. Wheeled flail mowers

- 7. Tractor-mounted batwing sicklebar mower

- 8. McLeod "Nupla"

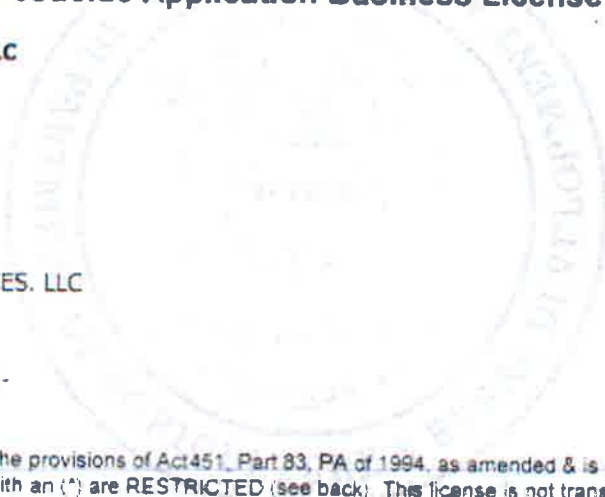
PUMPS & HOSES FOR FILLING

- 1. Pump, mixing trays
- 2. Golf course & garden hoses

SPRAYING

- 1. Jetsleds
- 2. Backpacks & spray bottles
- 3. Wick applicators

B. Required Documents

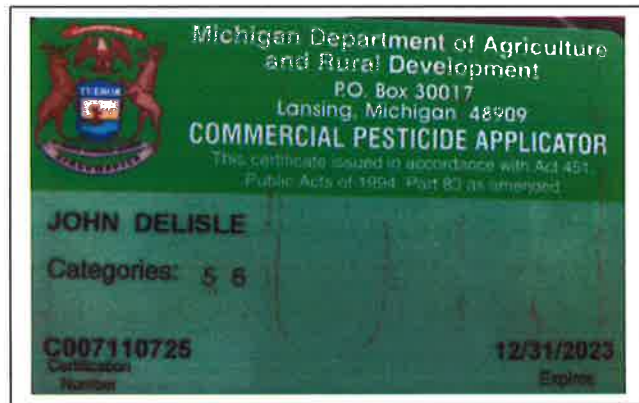
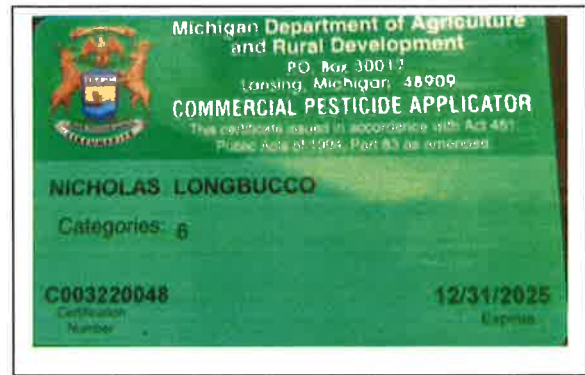
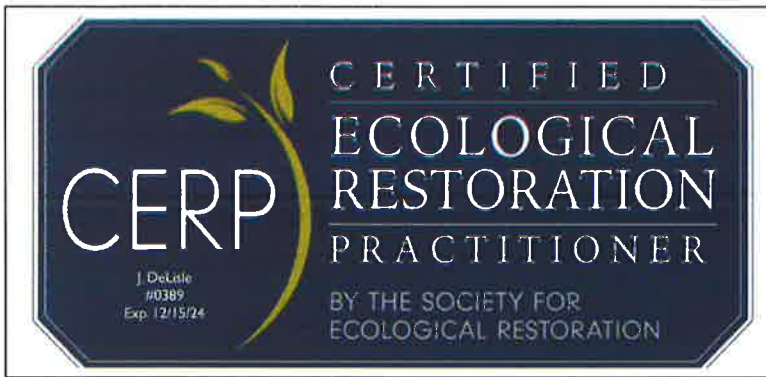
PI-079 (07/03)	Michigan Department of Agriculture & Rural Development Pesticide and Plant Pest Management Division Pesticide Application Business License	License No: 630333 Issue Date: 10/28/2021 Expiration: 12/31/2022
Issued To: NATURAL COMMUNITY SERVICES, LLC 6410 UPPER STRAITS BLVD WEST BLOOMFIELD, MI 48324- Category(ies): 5, 6 <u>Mailing Address:</u>		 <div style="font-size: 48px; opacity: 0.5;">PAB</div> GARY MCDOWELL Director of Agriculture & Rural Development
NATURAL COMMUNITY SERVICES, LLC 6410 UPPER STRAITS BLVD WEST BLOOMFIELD, MI 48324-		
This license is issued in accordance with the provisions of Act 451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (*) are RESTRICTED (see back). This license is not transferable.		

John & Liz DeLisle

Principal Ecologist and Owner
Natural Community Services
naturalcommunityservices.com



Cell: 248.672.7611
Email: info@naturalcommunityservices.com



C. See attached bid forms, & map pasted for staff reference
Removal area highlighted in Pink





CITY OF NOVI
WOODY INVASIVE SPECIES REMOVAL

BID FORM

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

1. The bid should include all expenses related to the project:

- A. Base Bid \$ 29,445.00
- B. Alternate Bid - Hourly Rate - cut stump \$ 75
- C. Alternative Bid – Hourly Rate – hack & squirt \$ 60

2. We have attached our equipment list: Yes No

3. We have attached copy of license of pesticide applicator(s) that will be treating the stumps and doing hack & squirt : Yes No

4. List chemicals for treatments:

Triclopyr _____

Surfactant _____

Dye _____

Please see proposal document for details _____

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here):

COMMENTS: _____

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company Please see our qualifications in the bid form
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal 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 proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS BID SUBMITTED BY:

Company (Legal Registration) Natural Community Services

Address 6410 Upper Straits Blvd.

City West Bloomfield State MI Zip 48324

Telephone 248-672-7611 Fax _____

Representative's Name John DeLisle

Representative's Title Principal Ecologist

Authorized Signature *John DeLisle*

E-mail john@naturalcommunityservices.com

Date 8-3-2022