



CITY of NOVI CITY COUNCIL
April 25, 2022

SUBJECT: Consideration of approval to award an hourly rate contract to Limb Walkers Tree & Snow, and CutMyTreeDown, the lowest bidders, for forestry services, in the estimated annual amount of \$354,912.50. The contract term is for one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

EXPENDITURE REQUIRED	\$ 354,912.50 (estimated)
AMOUNT BUDGETED	\$ 10,000.00 Park Tree Maintenance \$ 14,000.00 Forestry Maintenance - Storm Response \$ 10,000.00 Forestry Maintenance - Non-motorized \$ 15,000.00 Forestry Maintenance - Major Streets \$ 300,000.00 Forestry Maintenance - Local Streets \$ 5,000.00 Forestry Maintenance - Municipal Streets \$ 10,000.00 Tree Maintenance <hr/> \$ 364,000.00 Total FY 2022-23 BUDGET
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-265.10-939.260 Park Tree Maintenance 209-000.00-939.046 Forestry Maintenance - Storm Response 209-000.00-939.200 Forestry Maintenance - Non-motorized 209-000.00-939.202 Forestry Maintenance - Major Streets 209-000.00-939.203 Forestry Maintenance - Local Streets 209-000.00-939.204 Forestry Maintenance - Municipal Streets 209-000.00-939.260 Tree Maintenance

BACKGROUND INFORMATION:

A primary goal of the City's forestry asset management program is the growth of the urban forest in a manner that encourages community engagement with nature, improves Novi's air and water quality, and increases property values, all while reducing risk to people, property, and infrastructure. Some examples of forestry services include, but are not limited to, pruning, tree removal, stump grinding, and root pruning.

Novi's continuous, routine block pruning program is intended to enhance the overall quality of the City's urban forest by ensuring sufficient height clearance and sight distance, eliminating dead or damaged branches that pose safety hazards, and improving tree growth form. Staying up to date on reactionary work orders and proactive routine like block pruning demands a lot of personnel hours, especially during the busy growing season.

Therefore, in order to perform sufficient work in a timely manner, the Department of Public Works is proposing to award forestry service contracts to two bidders — Limb Walkers Tree & Snow, and CutMyTreeDown. Both service providers have agreed on one median hourly rate with the adjusted total being derived from a four-year work hour average.

Two bids were received and opened on March 15, 2022, following a public bid solicitation period. The bid tabulation is included in the packet. Both Limb Walkers Tree & Snow and CutMyTreeDown are recommended as being in the best interest of the City as they met all requirements of the bidding instructions.

RECOMMENDED ACTION: Approval to award an hourly rate contract to Limb Walkers Tree & Snow, and CutMyTreeDown, the lowest bidders, for forestry services, in the estimated annual amount of \$354,912.50. The contract term is for one year with three one-year renewal options.

City of Novi – Forestry Services

Pay Item	Estimated Work Hours	Agreed Pricing per Hour
A. Tree Removal		
Regular Time	200	\$297.50
Overtime	-	\$410.00
Holiday Time	-	\$574.00
B. Stump Removal		
Regular Time	175	\$85.00
Overtime	-	\$125.00
Holiday Time	-	\$146.00
C. Block Pruning		
Regular Time	900	\$205.00
Overtime	-	\$332.50
Holiday Time	-	\$468.00
D. General Service Request		
Regular Time	225	\$302.50
Overtime	-	\$410.00
Holiday Time	-	\$549.00
E. Storm Damage Removal		
Regular Time	35	\$435.00
Overtime	-	\$540.00
Holiday Time	-	\$686.00
F. Open Drain/Debris Rem.		
Regular Time	20	\$340.00
Overtime	-	\$435.00
Holiday Time	-	\$624.00
G. Root Pruning		
Regular Time	20	\$110.00
Overtime	-	\$165.00
Holiday Time	-	\$196.00
H. Flagging Team		
Regular Time	20	\$62.50
Overtime	-	\$92.50
Holiday Time	-	\$109.00
I. Herbicide Application		
Regular Time	20	\$125.00
Overtime	-	\$180.00
Holiday Time	-	\$186.00



Signature

Wayne B. Michalek

Printed Name

4/13/22

Date

City of Novi – Forestry Services

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 Signature



 Printed Name



 Date

**CITY OF NOVI
FORESTRY SERVICES BID TABULATION
MARCH 15, 2022 2:00 P.M.**

		The Greener Side DBA CutMyTreeDown			Limb Walkers Tree & Snow		
CONTINGENCY SERVICES			Hourly Rate			Hourly Rate	
Labor - Certified Arborist							
Regular Rate			120.00			120.00	
Overtime Rate			180.00			120.00	
Holiday Rate			192.00			200.00	
Labor - Tree Man							
Regular Rate			150.00			70.00	
Overtime Rate			225.00			90.00	
Holiday Rate			240.00			140.00	
Labor-Stump Grinder Operator							
Regular Rate			120.00			50.00	
Overtime Rate			180.00			70.00	
Holiday Rate			192.00			100.00	
Labor - Ground Man							
Regular Rate			80.00			60.00	
Overtime Rate			120.00			80.00	
Holiday Rate			128.00			130.00	
Logging Truck w/ Operator							
Regular Rate			150.00			200.00	
Overtime Rate			225.00			400.00	
Holiday Rate			240.00			700.00	
Front End Loader w/Operator							
Regular Rate			150.00			115.00	
Overtime Rate			225.00			150.00	
Holiday Rate			240.00			230.00	
Crane w/Operator							
Regular Rate			1,000.00			450.00	
Overtime Rate			1,500.00			600.00	
Holiday Rate			1,600.00			600.00	
Aerial Tower			1,000.00			200.00	
Chipper			300.00			115.00	
Dump Truck			300.00			175.00	
Addenda Acknowledged? (1)			Y			Y	



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

The City of Novi will receive sealed bids for **Forestry Services** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **Tuesday, March 1, 2022, promptly at 10:00 AM.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, March 15, 2022,** at which time bids will be opened and read. Bids shall be addressed as follows:

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

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

“FORESTRY SERVICES BID”

AND MUST BEAR THE NAME OF THE BIDDER.

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.

Tracey Marzonie
Purchasing Department

Notice dated: February 22, 2022

NOTICE TO BIDDERS:

The City of Novi officially distributes its documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bidding 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 Invitation To Bid (ITB) 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
FORESTRY SERVICES
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	February 22, 2022
Mandatory Pre-Bid Meeting	Tuesday March 1, 2022 at 10:00 A.M. Novi Civic Center 45175 Ten Mile Rd. Novi, MI 48375
Last Date for Questions	Tuesday, March 8 2022, by 12 P.M. Submit questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Tuesday, March 15, 2022, by 2:00 P.M.
Contract start date	July 1, 2022

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

BID SUBMITTALS

Provide **one (1)** unbound original copy of your bid signed in ink. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

CHANGES TO THE ITB/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Invitation to Bid, 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 specified person by the date listed 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 bid documents and shall be taken into account by each bidder in preparing their bid. Only written addenda are 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.

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 to award the contract to other than the lowest bidder, 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 interests 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.

SUBMISSION OF BIDS

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

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

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices. **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.

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 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.

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.

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.

GENERAL CONDITIONS

SHIPPING/HANDLING CHARGES

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

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.

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. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

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.

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.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this 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 contractor'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 bid, the proposer 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 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 bid for the purpose of restricting competition. Each person signing the bid 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 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 proposer'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.



CITY OF NOVI
INVITATION FOR BIDS
FORESTRY SERVICES

GENERAL SCOPE OF SERVICES

The City of Novi is soliciting bids to provide supervision, arborist labor, equipment, and expertise required to perform forestry services along public rights-of-way and on City property. The contract term is for one year with an option for three one-year renewals.

The City's tree population totals approximately 40,000 trees. Nearly 23,000 trees are located adjacent to local or subdivision streets with the remaining 17,000 along major roads, in park common areas and throughout municipal grounds.

The City has enough work to keep two (2) crews working fulltime 40 hours a week, year round. It is the City's preference to hire one (1) contractor to provide both crews, but will hire two (2) contractors if necessary to maintain two (2) fulltime crews in Novi. The City of Novi reserves the right to award the contract to one or more contractors to fulfill a need to have two (2) full-time work crews in Novi year round.

The City may make the award based on an hourly rate (Option 1) OR at a Unit Price per tree (Option 2).

The following work items are included in the project scope:

- **Work Item A - Tree Removal.** Contractor to provide all labor and equipment necessary for removal and disposal of trees.
- **Work Item B - Stump Removal.** Contractor to provide all labor, equipment and materials to perform stump removal/grinding, **including site restoration.**
- **Work Item C - Block Pruning.** Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a subdivision/section basis throughout the City.
- **Work Item D – General Service Request.** Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.
- **Work Item E – Storm Damage Removal.** Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews **must** be on the site of storm damage within **two (2) hours** of receipt of a City representative's request.

- **Work Item F – Open Drain Tree Removal and Debris Removal.** Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.
- **Work Item G – Root Pruning.** Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.
- **Work Item H – Flagging Crew.** Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.
- **Work Item I – Herbicide Application.** Contractor to provide all personnel (licensed pesticide applicator), equipment, and materials to paint cut stumps of invasive species with approved herbicide mixed with dye to prevent re-sprouting.

All bids shall be based on hourly rates for performing these work items, and shall cover the furnishing of all equipment, materials and labor necessary to perform requested services.

CONTRACTOR QUALIFICATIONS

In addition to the bid, the bidder selected for contract award will be chosen on the basis of provision of the greatest benefit to the City, as demonstrated in the bid by:

A. Experience/Qualifications

Bidder shall demonstrate competence, experience, and financial capability to carry out the work described in this ITB. All work activities performed are to be completed in a good workmanlike manner using quality equipment and materials, in accordance with International Society of Arboriculture Standard as set forth in:

- American National Standards Institute for Performance of Removing Shade Trees Sections 5.5, 8.4 and 8.5 of ANSI Z 133.1, and
- American National Standards Institute for Tree Care Operations: Tree, Shrub, and Other Woody Plant Management Standard Practice Part 1, Pruning; and Part 8, Root Management

B. Capacity

Bidder shall clearly identify all available resources within the company and those that will be subcontracted to others. Provide an equipment list and number of full-time/part-time employees, by classification, that will be available to accomplish the work. The City reserves the right to visit contractor's facility during the evaluation process to inspect the equipment. Contractor must also provide copy of license of pesticide applicator(s) that will be treating stumps.

C. Comparable Projects

Bidder shall submit detailed descriptions of similar work performed, preferably for municipal clients.

D. **References**

Bidder shall provide a list of references from comparable projects that have been completed by your company, including names of project contacts.

E. **Licenses and Insurance**

Bidder shall be duly licensed by appropriate authorities, covered by public liability and property damage insurance, and employees properly covered by Workers Compensation Insurance.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

INSURANCE

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

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. See attached map. 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>

SPECIFICATIONS-FORESTRY SERVICES

A. General

1. Contractor shall provide all necessary material, labor and equipment for removal of trees/stumps, cleanup of debris, and the transport and disposal of brush, logs and chips to a disposal site provided by the Contractor.
2. Contractor guarantees that repair, replacement or restoration of any public or private property damaged by careless or accidental use of materials and/or machinery in the performance of the contract, shall be made to the satisfaction of the City at no additional charge.
3. Typical areas of work include but are not limited to:
 - Major road rights-of-way
 - Local road rights-of-way (i.e., area between sidewalk and curb in residential subdivisions)
 - City parks
 - City-owned properties
 - City-owned and/or maintained detention basins
 - City cemeteries
 - Municipal grounds
 - City drains and water courses
4. Any time digging of any type or stump removal is required, Contractor shall have all utilities flagged by MISS DIG, 1-800-482-7171. This shall be done a minimum of three days prior to work and/or in accordance with state statute.
5. Communications between City and Contractor – City will provide Contractor with:
 - a. Name of Authorized City Representative(s) including Forester and Field Operations Senior Manager
 - b. Office phone number of Authorized City Representative(s)
 - c. Cell phone number of Authorized City Representative(s)
 - d. Email address of Authorized City Representative

Unless in an emergency situation, all work orders, service requests, etc. will be e-mailed to the hand-delivered to the Contractor's crews by the City Representative.

6. Communications between Contractor and City – Contractor shall provide City with:
 - a. Office
 1. Name of primary office contact person
 2. Office phone number of primary office contact person
 3. Email address of primary office contact person
 4. 24 hr. phone number of primary office contact person
 - b. Field Supervisor
 1. Name of single field supervisor responsible for all crews
 2. Office phone number of field supervisor

3. Cell phone number of field supervisor
 4. E-mail address of field supervisor
 5. 24 hr. phone number of field supervisor
7. Emergency Call-Outs: Contractor shall have a work crew available to respond to emergency situations as may be needed by the City at hourly rates quoted herein. Emergency crew shall be available and at job site within two (2) hours of the emergency call by the City. An emergency will be defined as a special occurrence such as storm damage caused by wind or ice, or a vehicle accident, etc.

B. Work Schedule

1. Regular basis is defined as forty (40) hours per week, Monday through Friday. Contractor may choose to work on Saturday as an option but may only charge regular hourly rates. Contractor is not permitted to work on Sunday, except in the event of emergency work. City will not pay an overtime rate unless it is for an emergency call-out.
2. Holidays observed by the City may be worked by Contractor at regular hourly rates quoted. City will not pay holiday rates unless it's an emergency call-out.
3. No work will be carried on between hours of 6:00 pm to 7:00 am, except if it is an approved emergency call-out.
4. Hourly charges will begin when work crews arrive on site and employees are prepared for work. Travel time is not reimbursable.
5. City will not pay for down time due to equipment failure, weather, or any other reason, or for equipment maintenance time. Only documented completed work will be paid.
6. Contractor shall make arrangements with utility companies for removal of all necessary limbs and branches, which may conflict with or create a personal injury hazard in conducting operation called for in these specifications.
7. Contractor shall direct all property owner comments or questions to the Forester or their designee.
8. When requested, Contractor must contact resident with provided contact information to coordinate work satisfactorily.

C. Safety Standards:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of ANSI Z-133.1 (Safety Requirements for Pruning, Repairing, Maintaining, Removing Trees and for Cutting Brush), ANSI A300 Parts 1, 2, & 3 (Tree, Shrub, and Other Woody Plant Maintenance), the Michigan Department of Labor, Safety Standards, Part 53, (Tree Trimming and Removal, as amended 1983) and the Michigan Department of Labor, Bureau of Safety and Regulations, MIOSHA requirements, and the Michigan Department of Transportation regulations.
2. Adequate warning devices, barricades, guards, flag-persons shall be provided as

necessary, and all other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicle traffic within the area.

3. Traffic shall not be detoured without pre-approval of the Field Operations Senior Manager. During the progress of work, adequate provisions shall be made by the Contractor to accommodate normal traffic flow over the public streets in order to minimize inconvenience to the general public. Users of property adjacent to the work shall be afforded with convenient access.
4. The Contractor shall be responsible at all times for keeping the work site, adjoining premises, streets, walks and driveways clear. All tree parts and/or other debris must be cleaned up at the end of each work day. Branches, trimmings, logs, and debris, shall be removed and the area left "broom clean" daily.

D. **Hazardous Practices:**

The Contractor shall not engage in any activity or practices which pose an unreasonable hazard or threat to the safety of persons or property.

E. **Electrical Hazards:**

1. Working in close proximity of electrical lines. A close inspection shall be made by the Contractor to determine whether an electrical conductor passes through the tree or passes within 10 feet of the tree worker before climbing, entering, or working around any tree. All work pertaining to line clearance shall only be handled by a qualified and experienced line clearance personnel employed by the electrical power distribution company. **At least one worker on the crew shall have completed the Electrical Hazards Awareness Program** administered by the National Arborists Association.
2. Protection of overhead utilities – Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.
3. The Contractor shall make arrangements with the utility company for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the operations called for in this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.
4. Protection of underground utilities – The Contractor shall be responsible for contacting the appropriate utility company for location of any underground utility services that are in the work area and could be damaged by the Contractor's operation. If the Contractor has properly contacted the utility in sufficient time to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

5. The Forester or their designee may inspect the work of the Contractor at any time and may suspend operations, if it is being performed in an unsafe or unsatisfactory manner, or not in accordance with contract specifications.

F. **Tree Trimming Conditions:**

1. Trimming/pruning will be done according to the latest revisions of the American National Standards Institute Z-133.1 (Safety Requirements for Pruning, Repairing, Maintaining, Removing Trees and for Cutting Brush), ANSI A300 Parts 1, 2, & 3 (Tree, Shrub, and Other Woody Plant Maintenance and made a part of these specifications by reference. The pruning class requirement for each tree will be decided by the City.
2. Elevation pruning to provide for pedestrian and vehicular clearance shall be done to provide clearance as directed by the City. Clearance heights shall be determined at a point over the sidewalk and at a lowest point of branch overhang over the street, to provide 10 feet and 14 feet respectively for several years.
3. All pruning cuts must be made in a manner that will not allow peeling or tearing of the bark (three-cut method).
4. Block pruning crews will scout for dead, dying, or diseased trees and report any such specimens to the City for removal consideration.
5. Extreme care shall be taken to prevent limbs and branches from falling and creating damage to adjacent homes, driveways, sidewalks, streets, and other property, both public and private.
6. Extreme care shall be taken to retain wildlife habitat such as active bird nests or small cavities, so long as such habitat does not pose hazardous conditions. Cavities or decay in large branches must be removed if they're posing elevated risk.

G. **Unacceptable Trimming Practices:**

1. The following techniques are not acceptable for City tree maintenance:
 - a. Topping or pollarding – when a tree is severely pruned back to consist of one main trunk and a number of short lateral branch stubs.
 - b. Framing/lion tailing – a pruning technique which removes many of the inside branches and results in clusters of small branches at the ends of main branches.
 - c. Rounding-over or shearing – when branches are trimmed to present a “sheared” appearance of the crown or just on top. This type of pruning places cuts along a branch (not necessarily at the base of the limb) and results in severe suckering.

H. **Tree Removal:**

1. Trees shall be removed in accordance with accepted industry standards and procedures and in accordance with the following minimum requirements;
 - a. **Extreme care** shall be taken to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets, and

other property, both public and private.

b. Limbs, branches and tree trunks shall be lowered to the ground through the use of ropes or other mechanical devices as necessary to prevent property damage. Felling of trees for removals may be performed provided it can be done in a safe, work like manner, without unduly obstructing traffic. Final responsibility for damage lies with the Contractor.

c. At dangerous points throughout the work, the Contractor shall provide barricades, lights, and maintain proper conditions, which will protect the public from injury.

2. Tree trunks shall be cut to ground level. Stumps shall be removed to a **depth of a minimum of eight inches (8") below grade**, unless specified by the City. Stumps will be removed within ten (10) working days of the completion of tree removal. Stump debris will be removed and affected area will be leveled with topsoil. If the tree will not be replaced, the site will be seeded with a three way blend of grass seed and topped with straw to retain moisture, when seasonally appropriate for grass growth. Any berm will be removed as will any large surface roots. Contractor is also responsible for the removal and disposal of any planting baskets.

I. **Storage of Equipment and Supplies:**

When not in use, equipment must be left at the Contractor's place of business, unless travel distance is excessive. In that case, the Contractor shall make private arrangements for local storage. Storage will not be provided by the City unless authorized by the City at the City's discretion.

J. **Removal of Private Trees**

Contractor shall be legally, and financially responsible for any and all restitution to private property owners for any private tree(s) removed or damaged. Contractor shall also reimburse City of Novi for **any** costs incurred by removal or damage of private tree(s).

K. **Clean Up**

1. Contractor shall at all times keep premises, public streets, and sidewalks free from an accumulation of waste material or rubbish caused by his employees or work, and at **completion of work day**, he will remove all his waste, excess material, rubbish, mud, straw from the walks, and equipment so as to leave sites neat, clean, and ready for purpose it was intended. Contractor is responsible for all debris removal and associated costs with site clean-up.

2. The City will not tolerate water contamination from any source. Water contamination by a contractor will be reported to appropriate authorities and at City's discretion the contract will be immediately terminated.

L. **Examination of Site**

1. Before commencing work under this contract, the Contractor shall examine the general condition of potential working sites relative to these specifications.

2. It shall be the Contractor's responsibility to report to the authorized City representative any deviations between these specifications and sites.

M. Changes or Additional Work

1. The City may, without invalidation of original contract, order such changes as may from time to time be deemed desirable or necessary. Extensions of completion time will be adjusted as necessitated by such changes.
2. Contractor shall bring to the attention of the City's Representative any change, which may be necessitated. Any and all changes resulting in a price alteration must be submitted, in writing, to the Forester, along with a detailed estimate of cost of proposed change.
3. ALL CHANGES RESULTING IN A PRICE ALTERATION MUST BE APPROVED BEFORE SUCH WORK IS BEGUN.
4. ANY WORK PERFORMED WITHOUT CITY APPROVAL WILL BE AT CONTRACTOR'S EXPENSE.

N. Guarantee

Contractor shall guarantee that removal, pruning, disposal of wood and debris, stump removal, and site reclamations will be to the satisfaction of the City of Novi and in conformance with any local, state, and federal rules and regulations.

O. Maintaining Traffic

1. Traffic shall be maintained by Contractor throughout the project, in accordance with appropriate sections of 2003 MDOT Standard Specifications for Highway Construction, and any supplemental specifications.
2. Contractor shall coordinate this work with other contractors performing work within construction area or adjoining areas to avoid conflicts in maintenance of traffic, construction signing, and to provide for orderly progress of contract work.
3. Contractor shall not allow mud to be tracked onto any public roadway. Contractor shall cease working until weather conditions improve or will make provisions to remove mud from tires and tracks of his equipment prior to entering public roadways. If mud is accidentally tracked onto a public roadway, it will be removed immediately and Contractor shall take immediate measures to prevent a second occurrence.
4. At no time during progression of work shall Contractor block access to any hydrant, valve, or appurtenance of any public utility without consent of the Designated City Representative or specific utility company involved. Cost of maintaining traffic and all signs, barricades, temporary drives, and roadways will be included in proposed price.

P. Penalty Clause

1. Should City determine that the Contractor has not performed required services in a manner or time frame acceptable to the City, a City representative will notify the Contractor requiring the following responses from the date/time notice is delivered:

- a. 24 hours to contact the City and discuss problem(s)
 - b. 48 hours to correct the situation, unless City states otherwise
3. Should Contractor fail to make corrections to City's satisfaction and/or in the required time frame, City crews or another contractor will correct the situation, and continue corrections until Contractor resumes responsibilities or the contract is terminated. Invoiced amounts due Contractor shall be reduced at a rate of:
- a. If done by City Crews:
 - 1. Hourly labor rate - \$40.00/hr/man.
 - 2. Misc. vehicle rental rate - \$25.00/hr/vehicle
 - 3. Logging truck / lift - \$ 114.00/hr/piece of equipment
 - 4. Dump truck rate - \$20.00/hr/vehicle
 - 5. Tower Truck rate - \$42.00/hr/vehicle
 - 6. Chipper truck rate - \$39.00/hr/vehicle
 - 7. Brush chipper rate - \$20.00/hr/piece of equipment
 - 8. Stump chipper rate - \$114.00/hr/piece of equipment
 - 9. Loader - \$114.00/hr/piece of equipment
 - 10. Gasoline powered equipment rental rate - \$20.00/hr/piece
 - 11. General equipment rental rate - \$75.00 per day
 - 12. Disposal rate - \$15.00 / cubic foot
 - 13. Materials used will be invoiced at cost plus 50%
 - b. If done by another contractor:
 - 1. Invoiced amount plus 50%.
 - c. Repeats of same deficiency will be charged above rates plus an additional:
 - 1. 50% second time
 - 2. 100% third time
 - d. Should there be insufficient invoiced amounts to cover penalties, Contractor shall be billed. Should the Contractor fail to pay the penalties the City will seek appropriate action for reimbursement, including forfeiture of Contractor's guarantee/bond.
 - e. Each deficiency will be reviewed for possible termination of contract. The City of Novi reserves the right to terminate the contract upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest.

Q. Wood Chips

- 1. Wood chips are to be removed from the City by Contractor except when specific quantities are requested.

R. Logs

- 1. Logs will be considered any wood larger than 16 inches in diameter and will be removed within 48 hours of tree being felled. If logs are left for this 48 hour duration they will be:
 - a. Safe from rolling causing property damage or physical harm.
 - b. Have safety barricades around them such as cones.

- c. Not be left in the roadway for any length of time other than the removal process.
 - d. Not be placed on private property without written permission from property owner and notification to City Representative.
2. Contractor shall be responsible for removing any logs generated by the City of Novi that are stored at the DPS Yard at 26300 Lee BeGole Dr. Contractor shall be reimbursed for only hourly labor and equipment fees but not any additional disposal fees that may be incurred.

S. **Open Drain Tree Removal and Debris Removal**

- 1. Contractor shall follow the lop-and-scatter technique to felled and down trees when there is no reasonable access to the open drain.
 - a. Materials will be scattered throughout the area not to create a hazardous environment.
 - b. Bole will be bucked and oriented perpendicular to the contour of the berm.
 - c. Limbs with a large end diameter greater than four inches will be scattered and bucked such that limbs do not touch bole or other limbs and are oriented perpendicular to the contour.
 - d. All materials will be scattered to create as low fire risk as possible.
 - e. The scattered materials will not project higher than 12 inches above the ground.
- 2. The City shall coordinate with private property owner to gain access to drains in the rear of yards.
- 3. Whenever reasonable access is achieved Contractor shall remove all debris from site.

T. **Payment**

Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to the actual services completed. The City must perform a satisfactory inspection of the work prior to disbursing payment. When an inspection is done and the Contractor, as directed by the City, corrects all problems that may occur, payment will be rendered.

COMPLETION SCHEDULE:

Work Item A – Tree Removal

Completion schedule will be set in accordance with date each tree or group of trees is assigned, not to exceed 30 days.

Work Item B – Stump Removal

Stumps are to be removed within ten (10) working days of tree removal or as assigned.

Work Item C – Block Pruning

Completion schedule will be set in accordance with date each section is assigned and estimated number of trees, and size / maturity of the trees in that section as identified.

Work Item D – General Service Request

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Work Item E – Storm Damage Removal

Storm Damage will be removed:

1. Road / driveway blockage – Within two (2) hours of request from City Representative.
2. Sidewalk blockage – within 48 hours of call out.
3. Per section – to be determined by the City based on severity of storm event.

Work Item F – Open Drain Tree Removal and Debris Removal

Unless otherwise directed by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Work Item G – Root Pruning

Unless otherwise directed by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Work Item H – Flagging Team

Unless otherwise directed by the City, individual worksite lane closure requests will be completed within ten (15) working days from date on the service request.

Work Item I – Herbicide Application

Approved herbicide will be mixed with dye and will be applied to specified cut stumps of invasive species immediately following cutting to ensure chemical uptake into the plant.

Service Provider #1

Limb Walkers Tree & Snow

10073 Bryce Rd Avoca, MI 48006

Samantha Cantlin – Owner & Office Manager



cityofnovi.org

CITY OF NOVI
FORESTRY SERVICES
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:.

Option 1: Hourly Rate

Work Item	Estimated Quantity	Description	Price Per Hour
Work Item A Tree Removal	500 Man Hours	Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps. Typical Crew Size: <u>3-4</u>	Regular Time: \$ <u>315</u> / hr Crew-Hour Overtime: \$ <u>400</u> / hr Crew-Hour Holiday Time: \$ <u>700</u> / hr Crew-Hour
Work Item B Stump Removal	250 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration. Typical Crew Size: <u>1-2</u>	Regular Time: \$ <u>50</u> / hr Crew-Hour Overtime: \$ <u>70</u> / hr Crew-Hour Holiday Time: \$ <u>100</u> / hr Crew-Hour
Work Item C Block Pruning	3,000 Man Hours	Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City. Typical Crew Size: <u>2-3</u>	Regular Time: \$ <u>200</u> / hr Crew-Hour Overtime: \$ <u>350</u> / hr Crew-Hour Holiday Time: \$ <u>600</u> / hr Crew-Hour

<p>Work Item D General Service Request</p>	<p>1500 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p>Typical Crew Size: <u>2-3</u></p>	<p>Regular Time: \$ <u>325</u> / Crew-Hour</p> <p>Overtime: \$ <u>400</u> / Crew-Hour</p> <p>Holiday Time: \$ <u>650</u> / Crew-Hour</p>
<p>Work Item E Storm Damage Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews must be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p>Typical Crew Size: <u>3-4</u></p>	<p>Regular Time: \$ <u>450</u> / Crew-Hour</p> <p>Overtime: \$ <u>450</u> / Crew-Hour</p> <p>Holiday Time: \$ <u>700</u> / Crew-Hour</p>
<p>Work Item F Open Drain Tree Removal and Debris Removal</p>	<p>100 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.</p> <p>Typical Crew Size: <u>3-4</u></p>	<p>Regular Time: \$ <u>400</u> / Crew-Hour</p> <p>Overtime: \$ <u>450</u> / Crew-Hour</p> <p>Holiday Time: \$ <u>800</u> / Crew-Hour</p>
<p>Work Item G Root Pruning</p>	<p>25 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.</p>	<p>Regular Time: \$ <u>100</u> / Crew-Hour</p> <p>Overtime: \$ <u>150</u> / Crew-Hour</p> <p>Holiday Time: \$ <u>200</u> / Crew-Hour</p>

<u>Work Item H</u> <u>Flagging</u> <u>Team</u>	25 Man Hours	Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.	Regular Time: \$ <u>45</u> / Crew-Hour Overtime: \$ <u>65</u> / Crew-Hour Holiday Time: \$ <u>90</u> / Crew-Hour
<u>Work Item I</u> <u>Herbicide</u> <u>Application</u>	25 Man Hours	Contractor to provide all personnel (licensed pesticide applicator), equipment, and materials to paint cut stumps of invasive species with approved herbicide mixed with dye to prevent re-sprouting.	Regular Time: \$ <u>130</u> / Crew-Hour Overtime: \$ <u>180</u> / Crew-Hour Holiday Time: \$ <u>180</u> / Crew-Hour

***Quantities stated are estimated, not guaranteed and are for award purposes only.**

HOURLY RATES – CONTINGENCY SERVICES

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Certified Arborist - Consultation	\$ <u>120</u> /Hour	\$ <u>120</u> /Hour	\$ <u>200</u> /Hour
Labor – Tree Man	\$ <u>70</u> /Hour	\$ <u>90</u> /Hour	\$ <u>140</u> /Hour
Labor – Stump Grinder Operator	\$ <u>50</u> /Hour	\$ <u>70</u> /Hour	\$ <u>100</u> /Hour
Labor – Ground Man	\$ <u>60</u> /Hour	\$ <u>80</u> /Hour	\$ <u>130</u> /Hour
Logging Truck with Operator	\$ <u>200</u> ⁵⁰ /Hour	\$ <u>400</u> /Hour	\$ <u>700</u> /Hour
Front End Loader with Operator	\$ <u>115</u> /Hour	\$ <u>150</u> /Hour	\$ <u>230</u> /Hour
Crane with Operator	\$ <u>450</u> /Hour	\$ <u>600</u> /Hour	\$ <u>600</u> /Hour
Aerial Tower	\$ <u>200</u> /Hour		

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Chipper	\$ 115 /Hour		
Dump Truck	\$ 175 /Hour		

Option 2: Unit Price

Tree Trimming			
DBH	Estimated Quantity	Unit Price	Extended
2 - 11 inches	2350	75	176,250
12 - 17 inches	700	130	91,000
18 - 23 inches	200	130	26,000
24 - 35 inches	125	200	25,000
36 - 47 inches	100	100	10,000
48+ inches	25	225	5625
Total:	3500		total: 333,875
Tree Removal			
DBH	Estimated Quantity	Unit Price	Extended
2 - 11 inches	120	200	24,000
12 - 17 inches	70	340	23,800
18 - 23 inches	20	700	14,000
24 - 35 inches	10	1400	14,000
36 - 47 inches	5	2900	14,500
48+ inches	5	3500	17,500
Total:	230		107,800
Stump Grinding			
Size	Estimated Quantity	Unit Price	Extended
2 - 11 inches	120	88	10,560
12 - 17 inches	70	117	8,190

18 - 23 inches	20	161	3220
24 - 35 inches	10	280	2800
36 - 47 inches	5	329	1645
48+ inches	2	384	768
Total:	230		27,183
Root pruning			
Size	Estimated Quantity	Unit Price	Extended
NA	20	110	2200
Total:	20		

***Quantities stated are estimated, not guaranteed and are for award purposes only.**

We acknowledge the following addenda: #1
 (please indicate numbers)

CONTACT INFORMATION:

Contact Name: Samantha Cantlin
 24 Hr Phone Number: 810-304-4665 / 810-304-4963
 Cell Number: 810-304-4665
 Hours of Operations: 6am - 4:30pm (M-F)
 Pager Number: _____
 Email Address: limb-walker@yahoo.com

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 bid; 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 Name Limb Walker's tree & snow

Address 10073 Brykerd

City, State, Zip Ann Arbor, MI 48106

Telephone 710-304-4665 Fax _____

Authorized Representative Samantha & Jacob Cantlin

Authorized Representative's Signature Samantha Cantlin

Date 2-22-22



CITY OF NOVI
CONTRACTOR QUALIFICATIONS FORM
FORESTRY SERVICES

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

Firm Name: Limb Walkers tree & snow
Address: 10073 Boyle Rd
City: Avola State: MI Zip: 48006
Telephone Number: 810-304-4665 Fax Number: _____
Representative's Name (please print): Samantha Cantlin
Representative's Title: owner/office manager
Email Address: limb_walkers@yahoo.com

1. Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint-Venture
- e. Other _____

2. Firm established: 2020

3. If applicable, former firm name(s): _____

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No Yes _____
When: _____

5. How many current full time employees? 9 Part-time employees? 0

6. How many full-time crews are you able to provide to the City? 2

7. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

please see attached business resume

Veteran owned & operated
utility line clearance certified
herbicide certified

8. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

Worked for many cities. Never had any money issues.

9. Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications (i.e., ISA arborist certification). Include educational background of principals and those who will be working on the project.

Samantha Cantlin - associates degree, CPR
Jacob Cantlin - CPR, utility line clearance certified, CDLA, climber
Trent Strawn - CPR, utility line clearance certified, CDLA
Mark Rusnell - herbicide certified
Brent Maxwell - CPR, certified climber

10. How many clients does your company currently serve with the type of services described? Provide a list. Include additional sheets if necessary.

Currently - Brighton, Dearborn, Post Huron
Residential

11. Please provide a list of client references (minimum of 3) other than the City of Novi. Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company City of Post Huron
Address _____
Phone _____ Contact name Robert Newkirk



Qualifications

- 10 years experience & knowledge
- CDL drivers
- Powerline clearance certified Arborists
- CPR and first aid certified
- Aerial rescue training
- Directional pruning training
- Tree growth patterns & Damaged tree care
- Contract climbing with ropes, knots, spikes, etc
- Annual aerial lift inspections and Dielectric testing

BACKGROUND & EXPERIENCE

WE ARE A MA AND PA SMALL BUSINESS AND HAPPILY OWN THE COMPANY TOGETHER. JACOB IS A MARINE VETERAN WHO DID TWO TOURS IN AFGHANISTAN. HE THEN WAS WORKING FOR ASPLUNDH IN TENNESSEE DOING LINE CLEARANCE. JACOB LEFT ASPLUNDH AND DECIDED TO TRAVEL THE US AS A CONTRACT CLIMBER FOR TREE COMPANIES. WHEN JACOB AND SAMANTHA MET JACOB WAS WORKING AS AN OPERATIONS MANAGER AT A TREE COMPANY AND SAMANTHA WAS A REGISTERED DENTAL ASSISTANT GOING TO SCHOOL FOR NURSING. WE DECIDED TO STOP WHAT WE WERE DOING AND OPEN UP OUR OWN COMPANY TOGETHER.

EQUIPMENT

- ❖ 2013 Peterbuilt 80 yard grapple truck with grapple saw
- ❖ 1988 International Grapple truck
- ❖ 2002 gmc 7500 hi- ranger bucket truck
- ❖ 2006 International 4300 bucket truck
- ❖ 1995 International 4000 bucket truck
- ❖ 2020 baumalight mini skid
- ❖ 2019 ctx100 vermeer mini skidsteer
- ❖ 2020 vermeer wood chipper
- ❖ 2001 morbark thunder wood chipper
- ❖ 1992 bandit 250 chipper
- ❖ 2020 sc382 vermeer stump grinder
- ❖ 2021 Ram 5500 dually w/dump bed
- ❖ 2021 F550 dually w/ dump bed
- ❖ 2020 Ram 2500
- ❖ 2 dump trailers, multiple equipment trailers

PRIMARY CONTACT

Limb Walkers Tree & Snow

limb_walker@yahoo.com

Samantha Cantlin

Jacob Cantlin

(810)304-4665

10073 Bryce Rd,

Avoca, MI, 48006

LICENSING & INSURANCE

Business License

EIN# 85-0695586

Liability insurance

Workmans Comp

CITY REFERENCES

City of Port Huron- Robert Newkirk (810)987-6000

City of Sandusky-Sandusky DPW (810)404-1054

City of St Clair Shores- Paul Kosiara- (586)445-5364

City of Dearborn- Scott Racer- (313)719-0477

City of Brighton- Daren Collins- (248)231-8567

Michigan Department of Agriculture
and Rural Development

PO Box 30017
Lansing Michigan 48909

COMMERCIAL PESTICIDE APPLICATOR

MARK L RUSNELL

Categories 3A 3B

004100203

12/31/2024

ACRT Arborist Training
4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

certifies that

Jacob Cantlin


*has satisfactorily completed the prescribed
requirements of the*

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM


and is granted this certificate of completion for one year

April 25, 2021





Kevin Myers, Instructor



Annissa May, Training Coordinator



ACRT Arborist Training
4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

certifies that

Trent Strauch

*has satisfactorily completed the prescribed
requirements of the*

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM

and is granted this certificate of completion for one year

April 25, 2021




Kevin Myers, Instructor


Annissa May, Training Coordinator



TREES

- *TREE REMOVALS
- *TREE TRIMMING
- *STUMP GRINDING
- *SITE CLEARING
- *EMERGENCY SERVICES
- *STORM CLEAN-UP
- *FIREWOOD
- *WOOD CHIPS



SNOW



- *SNOW PLOWING
- *SNOW REMOVAL
- *SALTING
- *PET FRIENDLY SALTING
- *SHOVELING

LAWN



- *MOWING
- *FALL CLEAN-UP
- *SPRING CLEAN-UP
- *FLOWERBEDS
- *EDGING
- *STORM CLEAN-UP



SPECIAL OFFERS

For every 5 signed contract referrals we will mow your lawn for free for a full year!

Share & Tag a photo on facebook of our trucks or crew in your neighborhood and receive a \$25 gift card to meijer

Senior Discounts

Military Discount

*RESIDENTIAL
*COMMERCIAL
*MUNICIPAL

Veteran
Owned

Free Estimates

Limb Walkers Tree & Snow

Jacob Cantlin
Samantha Cantlin
Tyler Krueger
(810)304-4665

limb_walker@yahoo.com

Limb Walkers Tree & Snow

"We go out on a limb for you"



* TREE SERVICES
* SNOW SERVICES
* LAWN SERVICES
(810)304-4665

Licensed &
Insured

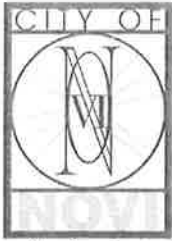
<https://www.facebook.com/limbwalkerstreesnow/>

Service Provider #2

The Greener Side DBA CutMyTreeDown.com

6252 Monroe Blvd Taylor, MI 48180

Wayne Michalak – Owner



cityofnovi.org

CITY OF NOVI
FORESTRY SERVICES
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.:

Option 1: Hourly Rate

Work Item	Estimated Quantity	Description	Price Per Hour
Work Item A Tree Removal	500 Man Hours	Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps. Typical Crew Size: 3 _____	Regular Time: \$ 280.00 _____ / Crew-Hour Overtime: \$ 420.00 _____ / Crew-Hour Holiday Time: \$ 448.00 _____ / Crew-Hour
Work Item B Stump Removal	250 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration. Typical Crew Size: 1 _____	Regular Time: \$ 120.00 _____ / Crew-Hour Overtime: \$ 180.00 _____ / Crew-Hour Holiday Time: \$ 192.00 _____ / Crew-Hour
Work Item C Block Pruning	3,000 Man Hours	Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City. Typical Crew Size: 2 _____	Regular Time: \$ 210.00 _____ / Crew-Hour Overtime: \$ 315.00 _____ / Crew-Hour Holiday Time: \$ 336.00 _____ / Crew-Hour

<p><u>Work Item D</u> General Service Request</p>	<p>1500 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p>Typical Crew Size: 3 _____</p>	<p>Regular Time: \$ 280.00 _____ / Crew-Hour</p> <p>Overtime: \$ 420.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 448.00 _____ / Crew-Hour</p>
<p><u>Work Item E</u> Storm Damage Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews must be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p>Typical Crew Size: 3 _____</p>	<p>Regular Time: \$ 420.00 _____ / Crew-Hour</p> <p>Overtime: \$ 630.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 672.00 _____ / Crew-Hour</p>
<p><u>Work Item F</u> Open Drain Tree Removal and Debris Removal</p>	<p>100 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.</p> <p>Typical Crew Size: 3 _____</p>	<p>Regular Time: \$ 280.00 _____ / Crew-Hour</p> <p>Overtime: \$ 420.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 448.00 _____ / Crew-Hour</p>
<p><u>Work Item G</u> <u>Root Pruning</u></p>	<p>25 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.</p>	<p>Regular Time: \$ 120.00 _____ / Crew-Hour</p> <p>Overtime: \$ 180.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 192.00 _____ / Crew-Hour</p>

<p><u>Work Item H</u> <u>Flagging</u> <u>Team</u></p>	<p>25 Man Hours</p>	<p>Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.</p>	<p>Regular Time: \$ 80.00 _____ / Crew-Hour</p> <p>Overtime: \$ 120.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 128.00 _____ / Crew-Hour</p>
<p><u>Work Item I</u> <u>Herbicide</u> <u>Application</u></p>	<p>25 Man Hours</p>	<p>Contractor to provide all personnel (licensed pesticide applicator), equipment, and materials to paint cut stumps of invasive species with approved herbicide mixed with dye to prevent re-sprouting.</p>	<p>Regular Time: \$ 120.00 _____ / Crew-Hour</p> <p>Overtime: \$ 180.00 _____ / Crew-Hour</p> <p>Holiday Time: \$ 192.00 _____ / Crew-Hour</p>

**Quantities stated are estimated, not guaranteed and are for award purposes only.*

HOURLY RATES – CONTINGENCY SERVICES

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Certified Arborist - Consultation	\$ 120.00 _____ /Hour	\$ 180.00 _____ /Hour	\$ 192.00 _____ /Hour
Labor – Tree Man	\$ 150.00 _____ /Hour	\$ 225.00 _____ /Hour	\$ 240.00 _____ /Hour
Labor – Stump Grinder Operator	\$ 120.00 _____ /Hour	\$ 180.00 _____ /Hour	\$ 192.00 _____ /Hour
Labor – Ground Man	\$ 80.00 _____ /Hour	\$ 120.00 _____ /Hour	\$ 128.00 _____ /Hour
Logging Truck with Operator	\$ 150.00 _____ /Hour	\$ 225.00 _____ /Hour	\$ 240.00 _____ /Hour
Front End Loader with Operator	\$ 150.00 _____ /Hour	\$ 225.00 _____ /Hour	\$ 240.00 _____ /Hour
Crane with Operator	\$ 1000.00 _____ /Hour	\$ 1500.00 _____ /Hour	\$ 1600.00 _____ /Hour
Aerial Tower	\$ 1000.00 _____ /Hour		

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Chipper	\$ 300.00 /Hour		
Dump Truck	\$ 300.00 /Hour		

Option 2: Unit Price

Tree Trimming			
DBH	Estimated Quantity	Unit Price	Extended
2 - 11 inches	2350	\$60.00	\$141,000.00
12 - 17 inches	700	\$85.00	\$59,500.00
18 - 23 inches	200	\$140.00	\$28,000.00
24 - 35 inches	125	\$225.00	\$28,125.00
36 - 47 inches	100	\$487.50	\$48,750.00
48+ inches	25	\$562.50	\$14,062.50
Total:	3500		\$319,437.50
Tree Removal			
DBH	Estimated Quantity	Unit Price	Extended
2 - 11 inches	120	\$150.00	\$18,000.00
12 - 17 inches	70	\$225.00	\$15,750.00
18 - 23 inches	20	\$550.00	\$10,000.00
24 - 35 inches	10	\$800.00	\$8,000.00
36 - 47 inches	5	\$1700.00	\$8,500.00
48+ inches	5	\$2000.00	\$10,000.00
Total:	230		\$70,250.00
Stump Grinding			
Size	Estimated Quantity	Unit Price	Extended
2 - 11 inches	120	\$50.00	\$6,000.00
12 - 17 inches	70	\$65.00	\$4,550.00

18 - 23 inches	20	\$90.00	\$1,800.00
24 - 35 inches	10	\$120.00	\$1,200.00
36 - 47 inches	5	\$250.00	\$1,250.00
48+ inches	2	\$300.00	\$600.00
Total:	230		\$15,400.00
Root pruning			
Size	Estimated Quantity	Unit Price	Extended
NA	20	\$120.00/hr	\$2,400.00
Total:	20		\$2,400.00

**Quantities stated are estimated, not guaranteed and are for award purposes only.*

We acknowledge the following addenda: addendum #1
(please indicate numbers)

CONTACT INFORMATION:

Contact Name: Heather Hansen

24 Hr Phone Number: 313-562-9051

Cell Number: 313-486-3829

Hours of Operations: 8:00 am - 5:00 pm (M-F)

Pager Number: n/a

Email Address: admin@cutmytreedown.com

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 bid; 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 Name CutMyTreeDown.com

Address 6252 Monroe Blvd

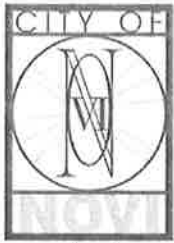
City, State, Zip Taylor, MI 48180

Telephone 313-562-9051 Fax 313-752-3199

Authorized Representative Wayne Michalak

Authorized Representative's Signature 

Date 3/11/2022



cityofnovi.org

CITY OF NOVI

CONTRACTOR QUALIFICATIONS FORM

FORESTRY SERVICES

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

Firm Name: CutMyTreeDown.com

Address: 6252 Monroe Blvd

City: Taylor State: MI Zip: 48180

Telephone Number: 313-562-9051 Fax Number: 313-752-3199

Representative's Name (please print): Heather Hansen

Representative's Title: Accounting/Operations

Email Address: admin@cutmytreedown.com

1. Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint-Venture
- e. Other _____

2. Firm established: December, 2017

3. If applicable, former firm name(s): The Greener Side, Inc (established 1998)

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No Yes _____
When: _____

5. How many current full time employees? 7 Part-time employees? 1

6. How many full-time crews are you able to provide to the City? 1-2

7. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

We have provided services under contract to the cities of: Novi, Dearborn, Wyandotte, Detroit and Wayne.

8. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

The owner of CutMyTreeDown.com has over 30 years of customer-service experience catering to residential, commercial and municipal clients. The company has established relationships with financial institutions and the support of multiple business entities.

9. Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications (i.e., ISA arborist certification). Include educational background of principals and those who will be working on the project.

- Wayne Michalak, President
- Heather Hansen, Accounting/Operations
- Daniel Thorman, Climber, will complete Electrical Hazards Awareness Program through TCIA
- Jordan Kovarik, Equipment Operations
- Eric Sims, On-Site Supervisor, will complete Electrical Hazards Awareness Program through TCIA
- Rick Wazny, Grounds Crew
- Dillon DeBusk, Mechanic/Grounds Crew
- Christopher Rudd, Grounds Crew

10. How many clients does your company currently serve with the type of services described? Provide a list. Include additional sheets if necessary.

- CutMyTreeDown.com is under contract with:
 - City of Novi (until June 30, 2022)
 - City of Wayne (until September 30, 2022)
- Our other clients are residential and commercial, on an as-needed basis for individual projects.

11. Please provide a list of client references (minimum of 3) other than the City of Novi. Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company City of Dearborn

Address 16901 Michigan Avenue, Suite 15, Dearborn, MI 48126

Phone 313-943-2107 Contact name Charlene Botti

Company City of Wayne
Address 35200 Forest St, Wayne, MI 48184
Phone 734-721-8600 Contact name David Schmidt

Company City of Wyandotte
Address 4201 13th Street, Wyandotte, MI 48192
Phone 734-324-4578 Contact name Brian Martin

12. Provide an Equipment List that will be on site and available for use by the crew performing each work item. Attach additional sheets, if necessary.

See attached List of Equipment

13. Please identify which professional organizations your company is a good standing member of: (please check all that apply)

- International Society of Arboriculture
- Tree Care Industry Association
- Arboricultural Society of Michigan Association
- Michigan Green Industry

14. Based on your current resources, are you available to provide timely forestry services for the quantity of trees identified within the timeframe allocated? Please explain.

We are able to provide a minimum of one crew full time, with a second crew as needed.

15. Based on your current resources, are you available to provide emergency forestry services during severe weather events, such as ice storms, tornados, etc.? Please explain.

Yes, we have multiple crew members who live in reasonable proximity to the city, with the skills necessary.

16. Do you plan to use subcontractors? If so, identify proposed subcontractors.

We will use subcontractors for herbicide application, pesticide application and crane rental/operation.

17. Provide a description of your company's philosophy (including what standards you use) relative to proper forestry services.

Based on over 30 years of experience, our company hires and trains employees under a specific set of core values:

Integrity - Always act with the best moral principles and honestly, Best Practice - Always follow safety and procedural processes to achieve optimal results.

Receptive to Ideas - Always open to trying and sharing new ideas. Constant Improvement - Always searching for ways to improve all aspects of the business.

Own It - Always take pride in your work, workspace, equipment and duties. Can Do Attitude - Always do what is needed to perform above and beyond expectations.

Safety - Always take the necessary steps to insure the safety of yourself and others. Team - Always seeking a harmonious relationship with clients and team members.

18. We are able to meet or exceed the Completion Schedule timelines as specified in the General Specifications (Page 17). Yes No

19. We have included a list of comparable projects (in detail) as required in the specifications. Yes No

20. We have included a copy of the license(s) of pesticide applicator(s) that will be treating stumps. Yes No Service to be sub-contracted

SITE INSPECTION:

It is recommended that bidders familiarize themselves with the existing conditions in Novi. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid.

Our company inspected the City's urban forest.

Our company did not visit the City of Novi.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Wayne Michalak

Authorized Representative's Signature: 

Date 3/11/2022



6252 Monroe Blvd - Taylor, MI 48180

March 9, 2022

ITB-2022 City of Novi Forestry Services Bid - Equipment List

Truck #	VIN	Year, Make & Model	Description
115	1GDJ6C1E85F531574	2005 GMC C6500	Chip Dump
118	1FDNF7DC4HDB06419	2017 Ford F750	Bucket Truck
122	1FDUF5HY9HDA00974	2017 F550 - Flat Bed	Chip Dump
161	1HTMSAZR96H224660	2006 International	Chip Dump
168	1M1AA13Y9WW095270	1998 Mack Truck	Grapple
200	1FDXX47R28EB23377	2008 Ford F-450	Pickup
201	3FTNX21L63MB43767	2003 Ford Pickup F-250	Pickup
202	3FDNF65222MA05097	2002 Ford F650	Log Truck
203	1FDAF56Y88EB95109	2008 Ford Super Duty F-550	Chip Dump

Brand	Model	Description
Morbark	M12RX	Chipper - TD28
Bandit	2019 Intimidator 15XP	Chipper
Vermeer	S800TX	Mini Skid
Ditch Witch	SK1550	Mini Skid
Vermeer	SC362	Stump Grinder TD07
Vermeer	SC60TX	Stump Grinder TD20
Ditch Witch	SK5GF	Brush Grapple
Stihl	MS880	Chainsaw x 2
Stihl	MS461 28	Chainsaw x 2
Stihl	MS201TCM 14	Chainsaw x 2
Stihl	MS193T 14	Chainsaw
Stihl	MS661CM 36	Chainsaw 36" Bar & Chain x2
Stihl	MS391 20	Chainsaw x2
Redmax	EBZ8500	Backpack Blower x 3
Palazzani	TSJ82	Spider Lift
Bandit	2021 Intimidator 18XP	Chipper
Bobcat	L28	Articulated Loader
Bobcat	CID Extreme 44"	Root grapple for Bobcat MT52 or 463
Vermeer	Ryans 42" Grapple	Ryans 42" Grapple
Stihl	HT133	Pole Pruner
Husqvarna	562XP	Chainsaw
Husqvarna	550XP	Chainsaw
Husqvarna	3120XP	Chainsaw

*this is not an exhaustive list, our equipment is updated as needed based on job requirements and repairs

CONTRACT FOR FORESTRY SERVICES

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. Term of Agreement.

Performance of this Contract shall commence on July 1, 2022 and end on June 30, 2023. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the completed Bid 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 materials provided and work which has been performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. 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.

SAMPLE AGREEMENT

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

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

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

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

Article V: Independent Contractor/Vendor Relationship.

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

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

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional 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.

Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. 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 Consultant'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. Consultant 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. Consultant 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. Discrimination: The Consultant 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 Consultant and the Client 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 subjected to discrimination in the performance of this contract.
- F. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- G. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Consultant: _____

SAMPLE AGREEMENT

- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

- I. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

- J. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

- K. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

**WITNESS AND DATES
OF SIGNATURES:**

CITY OF NOVI (Client)

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

**WITNESS AND DATES
OF SIGNATURES:**

CONTRACTOR

Date: _____

By:
Its:



CITY OF NOVI

**DEMOLITION OF BUILDINGS AND
IMPROVEMENTS AT
43755 AND 43707 GRAND RIVER**

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 is one (1) page of written addenda description and the Pre-bid meeting sign-in sheet.

CLARIFICATIONS:

1. When working in close proximity to electrical lines, at least one worker on the crew shall have completed the Electrical Hazards Awareness Program.
2. The different requested rates will be applied as follows: Straight Time (M-F or optional Saturdays at regular hours) and an OT rate for after-hours emergencies/approved work in excess of their regular work week.

Tracey Marzonie
Purchasing Department

Notice dated: March 11, 2022

