



CITY of NOVI CITY COUNCIL

Agenda Item L
August 8, 2016

SUBJECT: Approval to award a one-year contract with two one-year renewal options for the *Phragmites* Removal project to Natural Community Services, the lowest bidder, for a cost of \$31,458 in the first year.

SUBMITTING DEPARTMENT: Department of Public Services/Community Development *Bau*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 31,458 (Year 1)
AMOUNT BUDGETED	\$ 36,500 (Year 1)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	210-211.00-816.000

BACKGROUND INFORMATION:

Common Reed (*Phragmites australis*) is a plant found across the world. Unfortunately, the plant can be extremely invasive and has spread across North America, and is widespread in Oakland County, and in Novi. Typically, populations are found in moist areas like ditches, ponds, lakesides and wetlands but they can also extend into somewhat drier areas. The plant can form large monoculture patches which block views, encroach into usable public spaces, and displace native plants and animals.

In the fall of 2015, Natural Community Services (NCS) surveyed the locations of *Phragmites* populations throughout the City of Novi. The results of that survey are the basis for the targeted areas for removals within the city limits and cover public road rights-of-way and public lands including parks and regional detention ponds. This contract does not include any *Phragmites* located on private property.

This contract is for one year with two renewal options. The City has \$36,500 budgeted for fiscal year 2016/2017, \$28,500 budgeted for fiscal year 2017/2018, and \$16,000 budgeted for fiscal year 2018/2019. As proposed, the City is not obligated to renew the contract for 2017/2018 and 2018/2019.

The contract covers the following:

- **Removal of *Phragmites* within public road rights-of-way within the city limits.** Public road rights-of-way, including those managed by the Road Commission for Oakland County. *Phragmites* populations within public rights-of-way will be treated with chemicals approved for wetland usage. Some populations may take more than one year of treatment to completely eradicate them.

- **Removal of *Phragmites* within park lands.** A number of Novi parks, including Lakeshore, ITC Community Sports Park, Ella Mae Power Park, and Brookfarm Park, have varying degrees of *Phragmites* infestations and will be treated under this contract. For large, mostly monoculture infestations, spraying with an herbicide will be done while smaller populations, interspersed with desirable vegetation, will have the herbicide applied by hand (hand-wicking).
- **Removal of *Phragmites* from detention ponds.** There are several city-managed detention ponds that have *Phragmites* populations and will be treated under this contract.
- **Monitoring of Results.** For reports and need for further treatments.
- **City of Novi employee training.** The contractor will provide on-site training for up to 2 hours to a selected number of DPS and Parks employees to teach them proper identification and removal techniques so we can handle future *Phragmites* infestations in-house.
- **Public meeting.** The contractor, with City officials, will hold a one-hour public meeting to provide information about what is being done by the city to remove *Phragmites*. It is hoped that schools, homeowners' associations and private homeowners across the city will be inspired to treat the *Phragmites* populations on their property, as much of the *Phragmites* is on private property, some of it abutting the areas that we will be treating.

A total of 3 bids were received and opened on June 15, 2016 following a public bid solicitation period. The lowest bidder is Natural Community Services, LLC (NCS). NCS's bid is recommended as being in the best interest of the City as it is responsive (i.e., Natural Community Services has complied with all requirements of the bidding instructions) and it is the lowest price. The bid tabulation is attached.

A summary of the 3 bids is as follows:

Contractor	Removal Contract - Year 1	Removal Contract - 3 year total
Natural Community Services	\$31,458	\$48,802
Cardno	\$32,675	\$86,750
Weed Eraser	\$45,575	\$94,450

ADDITIONAL GRANTS RECEIVED:

As a member of the Oakland County Cooperative Invasive Species Management Area (OC-CISMA), Novi committed to spending at least \$4,000 on invasive species removal to participate in the Michigan DNR matching grant. The OC-CISMA was awarded \$243,775, of which the City of Novi is scheduled to receive \$8,000 in reimbursements for the removal of *Phragmites* in Novi. The Road Commission for Oakland County also received a grant for invasive species removal and the City of Novi will receive \$4,968 in reimbursements for *Phragmites* removal within RCOC rights-of-way in Novi. These grants, totaling \$12,968, will offset some of the budgeted removal.

RECOMMENDED ACTION: Approval to award a one-year contract with two one-year renewal options for the *Phragmites* Removal project to Natural Community Services, the lowest bidder, for a cost of \$31,458 in the first year.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

CITY OF NOVI
PHRAGMITES REMOVAL PROJECT BID TABULATION
June 15, 2016 2:00 P.M.

	Natural Community Services				Cardno				Weed Eraser			
	2016	2017	2018	Total 3 yr cost	2016	2017	2018	Total 3 yr cost	2016	2017	2018	Total 3 yr cost
Total Application Fee	28,133	8,164	2,541		32,000	28,000	25,000		45,575	29,625	19,250	
Oakland County ROW Fee	-	-	-		-	-	-		-	-	-	
Report Fee	975	995	1,045		675	575	500		-	-	-	
Mobilization-Roads	750	750	500									
Mobilization-Parks	600	600	300									
Mobilization-Basins	-	300	150									
Monitoring	1,000	1,000	1,000									
TOTAL PROGRAM FEES	31,458	11,809	5,536	48,802	32,675	28,575	25,500	86,750	45,575	29,625	19,250	94,450
Add'l Optional Services												
Planning & Design	-	1,500	1,500									
Contract Oversight	8,000	2,000	1,000									
Cutting	3,000	2,000	1,000									
Burning	-	10,000	5,000									
Exceptions	No exceptions to spray fees. However, spray results may be improved, and viewsheds will be improved with burning. Long term costs of maintaining burned wetlands will be reduced too, due to stimulation of native seed bank. Pricing includes education consulting/training & wintercutting (2016, 2017) of necessary parts of Lakeshore Park. Does not include burning, overseeding (those items require locality-based estimates).				None							
Comments.	NCS strongly advocates burning to improve control, sightlines, & native cover/resistance to re-invasion. *Please see attached proposal from David Borneyon, llc. NCS also offers native wetland seed sowing @ \$3,000/AC, using broadcast MI-genotype seed. Revegetation could be done in 2017 & 2018 for a cost of \$4,000 each year.				Our staff will be mobilizing from our Novi, MI office. Additional phragmites treatments can be completed at a cost of \$700 per acre with a \$150 minimum mobilization fee.				If areas of new infestation are discovered and we are asked to treat these areas, out price would be \$58.45 per man hour and \$3.47 per gallon of mixed herbicide.			

* No proposal from David Borneyon was attached

CONTRACT FOR PHRAGMITES REMOVAL PROJECT

THIS CONTRACT FOR SERVICES AND MATERIALS ("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 Natural Community Services, whose address is 30775 Longcrest, Southfield, MI 48076, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence as of the date of the last signature and end on December 31, 2016. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

The completion date for all services and delivery of all materials as described in Schedule A shall be early October by the first hard frost. The timing for performance of any such work may also be extended, if allowed in writing by the Client in its sole discretion.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount as specified in Schedule A for approved services and materials as specifically set forth in the completed proposal attached which is part of the attached Schedule A. Attached Bid Tabulation indicates which services are approved as part of this contract. All services listed as Optional Services must be requested by the Landscape Architect and approved in writing. Payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing. Such payments will be made pursuant to City policy and approval by City Council.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the

Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

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

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

 Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
 Contractor: John DeLisle, Principal Ecologist
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

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

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

NATURAL COMMUNITY SERVICES

Date: _____

By: John DeLisle
Its: Principal Ecologist

	Natural Community Services		
	2016	2017	2018
Total Application Fee	28,133	8,164	2,541
Oakland County ROW Fee	-	-	-
Report Fee	975	995	1,045
Mobilization-Roads	750	750	500
Mobilization-Parks	600	600	300
Mobilization-Basins	-	300	150
Monitoring	1,000	1,000	1,000
TOTAL PROGRAM FEES	31,458	11,809	5,536
Add'l Optional Services (upon request by Landscape Architect)			
Planning & Design	-	1,500	1,500
Contract Oversight	8,000	2,000	1,000
Cutting	3,000	2,000	1,000
Burning	-	10,000	5,000
Exceptions	No exceptions to spray fees. However, spray results may be improved, and viewsheds will be improved with burning. Long term costs of maintaining burned wetlands will be reduced too, due to stimulation of native seed bank. Pricing includes education consulting/training & wintercutting (2016, 2017) of necessary parts of Lakeshore Park. Does not include burning, overseeding (those items require locality-based estimates.		
Comments.	NCS strongly advocates burning to improve control, sightlines, & native cover/resistance to re-invasion. *Please see attached proposal from David Bordenon, llc. NCS also offers native wetland seed sowing@ \$3,000/AC, using broadcast MI-genotype seed. Revegetation could be done in 2017 & 2018 for a cost of \$4,000 each year.		

* No proposal from David Bordenon was attached



CITY OF NOVI
PHRAGMITES REMOVAL PROJECT

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:

A. APPLICATION FEES

	2016	2017 (first renewal option)	2018 (second renewal option)
TOTAL APPLICATION FEE (LUMP SUM)	\$ 28,132.50	\$ 8,164.00	\$ 2,540.50

B. PERMIT/REPORT FEES

	2016	2017 (first renewal option)	2018 (second renewal option)
Novi ROW Permit Fee	Fee for permit will be waived	Fee for permit will be waived	Fee for permit will be waived
Oakland County ROW Fee	\$ 200.00	\$ 200.00	\$ 200.00
Aquatic Nuisance Control Permit	City will provide	City will provide	City will provide
Report Fee	\$ 975.00	\$ 995.00	\$ 1045.00

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

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

NO EXCEPTIONS TO SPRAY FEES. However, spray results may be improved, & viewsheds will be improved with burning. Long-term costs of maintaining burned wetlands will be reduced too, due to stimulation of native seed bank. Pricing includes educational consulting/training, & wintercutting of necessary parts of Lakeshore Park. Does NOT include burning, overseeding (these items require locality-based estimates).

(2016, 17)

COMMENTS: NCS strongly advocates burning to improve control, sightlines, & native cover / resistance to re-invasion. Please see attached proposal from David Borenman, LLC. NCS also offers native wetland seed sowing @ \$3000/ACs using broadcast MI-genotype seeds.

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 30775 Longcrest

City Southfield State MI Zip 48076

Telephone 248-672-7611 Fax _____

Representative's Name John DeLisle

Representative's Title Principal Ecologist

Authorized Signature John DeLisle

E-mail naturalcommunityservices@gmail.com

Date 5/20/10

Phragmites Management Costs

SPRAY TREATMENT

Feature	2016	2017	2018	Total	High-priority16	16 Grant \$
Roads	\$ 13,525.00	\$ 3,602.00	\$ 900.00	\$ 18,027.00	\$ 3,375.00	\$ 2,941.00
Parks	\$ 8,857.50	\$ 2,362.00	\$ 590.50	\$ 11,810.00	\$ 8,010.00	\$ 8,000.00
Basins	\$ 750.00	\$ 200.00	\$ 50.00	\$ 1,000.00		
PER YEAR	\$ 23,132.50	\$ 6,164.00	\$ 1,540.50	\$ 30,837.00	\$ 11,385.00	\$ 10,941.00

Other BMPs to complete suppressive control & restoration within 3 years

Planning & Design	\$ -	\$ 1,500.00	\$ 1,500.00
Contract Oversight	\$ 8,000.00	\$ 2,000.00	\$ 1,000.00
Cutting	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00
Burning	\$ -	\$ 10,000.00	\$ 5,000.00
Monitoring	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Revegetation	\$ -	\$ 4,000.00	\$ 4,000.00
TOTALS	\$ 35,132.50	\$ 26,664.00	\$ 15,040.50

Mobilization

Roads	\$ 750.00	\$ 750.00	\$ 500.00
Parks	\$ 600.00	\$ 600.00	\$ 300.00
Basins	\$ -	\$ 300.00	\$ 150.00
PER YEAR	\$ 1,350.00	\$ 1,652.00	\$ 950.00

Eradication/suppression totals, w/ BMP Totals

2016	\$ 36,482.00
2017	\$ 28,316.00
2018	\$ 15,990.00
CONTROL TOTAL =	\$ 80,788.00

Long-term, semi-annual maintenance costs

Monitoring	\$ 2,500.00	every 5 years
Spot-treatment	\$ 1,000.00	every 5 years
Burn wetland acres	\$ 2,500.00	every 5 years
MAINTENANCE TOTAL =	6,000.00	\$ 20,000.00
Add Control \$		\$ 80,788.00
20 YR. CONTROL		\$100,788.00

Figure 7: Total Area Costs



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE
(use additional sheets if required)

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

Name of Firm Natural Community Services
Address: 30775 Longcrest St
City, State Zip Southfield, MI 48076
Telephone 248-672-7611 Fax _____
Mobile _____
Agent's Name (please print) John Deliste
Agent's Title Principal Ecologist
Email Address: naturalcommunityservices@gmail.com
Website naturalcommunityservices.webs.com

- 1. Organizational structure: Corporation, Partnership, etc. LLC
- 2. Firm established: 2009 Years in business: 7
- 3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes _____ Reason: _____
- 4. Under what other or former names has your organization operated?
none
- 5. How many full time employees? 3 Part time? 5
- 6. Are you able to provide insurance coverage as required by this bid? yes
- 7. List the scope of services (type of work) you are able to perform (attach sheet if necessary with any additional services related to this contract).

Spray control, burning (with David Bowman LLC on larger parcels), cutting, interpretation, vegetation assessment & reporting, native wetland seed sowing, education & training to city staff & fire department, & the public

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

Certified Pesticide Applicators

PABL Categories 2, 5, 6

Professional Wetlands Scientist, Certified Natural Shoreline Professional

David Borenman LLC has Certified Burn Boss on staff

USDA Conservation Planning TSP

9. Provide a list of employees and all other professional staff to be assigned to this contract. Include name, title, license number, years of experience, full/part time, qualifications, and experience.

John DeLisle, Principal Ecologist, C007, 20, FT, MS Environmental Science, U-M.

Julia Sosin, Natural Resources Technician, C, 5, PT, BS Environmental Science, WSU.

Seth McRobb, Env. Designer C160150, 5, FT, BS Environmental Science, U-M.

Derek Updegrave, C1615030, 3, PT, BS Ecology, U-M.

Liz DeLisle - CEO/owner, Contract administration

10. List equipment, tools and all other resources available to your firm to perform this contract:

Skid spray tanks, ATV units, back back sprayers, brush cutters, chemicals & mixing pack. PPE & Environmental Health/Safety procedures tailored to each site. ATV, pickup trucks. Prescribed fire tools, plus large scale burning equipment via David Borenman, LLC.

11. Please indicate the method(s) you plan to use to remove the Phragmites.

As described in management plan written for City by NCS in 2015. General work plan:

1) Spray control in September

2) Burn biomass (November &/or spring) where excessively dense

3) Cut wet areas by hand on ice (January) IF needed in Lakeshore Park.

4) Spray 2017, spray 2018

5) Burn & seed priority natural/aesthetic areas

6) Educational signage as/IF requested

7) Data analysis & reporting (includes cover survey)

12. In which formats would you prefer to have the site locations provided (print, a specific GPS format, spreadsheet, etc)?

GPX or KML, ~~but~~ but since we have the assessment data we can work off our files primarily. One large print of entire SOW would be helpful

13. Please list relevant experience you have with the Road Commission for Oakland County.

Worked on invasive species control + consulting in RCOC ROWs for Independence Twp., Brandon Twp., Orion Twp., & City of Novi

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

Wayne Co. Airport Authority, 200 AC/196,000, 2018. ESA Consulting, 10%
Independence Twp. 15,000, 2016 Invasive Species Management Consulting, 80%
Springfield Twp. IDIQ, 2016 Invasive Species Control (ID-25K), 10%
City of Royal Oak / R.O. Nature Society, Ecological Restoration, 90%
Also, subcontracts for Wayne Co. Parks, City of St. Clair Shores

15. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. Several references from municipalities would be desirable.

Company/Municipality David McKee, Independence Twp.
Address 6050 Flemings Lake Rd.
Phone 248-625-8222 Contact name David McKee
E-mail dmckee@indtwp.com

Company/Municipality Brandon Twp.
Address 395 Mill St. Otonville, MI
Phone 248-627-4918 Contact name Kathy Thuman
E-mail kthuman@brandon township.mi.us

Company/Municipality Royal Oak/Royal Oak Nature Society
Address 625 Attacker Royal Oak, MI
Phone 248-398-0195 Contact name Bob Muller
E-mail rbmuller62@gmail.com

16. Prescribed burn incidents: If your firm has had any successful claims related to prescribed burn incidents, please provide information as to the incident and action taken to prevent the recurrence of such incidents (use extra sheet if necessary).

None. David Borenman, LLC has not had any incidents, either

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

No Yes

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: John Delisle
Representative's Name (please print) John Delisle
Date 5/20/16

95079 00703

Michigan Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division
Pesticide Application Business License

License No: 63033
Issue Date: 01/03/2013
Expiration: 12/31/2013

Issued To:

NATURAL COMMUNITY SERVICES, LLC
30775 LONGCREST
SOUTHFIELD, MI 48076
Category(ies): 2, 3B, 5*, 6

Mailing Address:

NATURAL COMMUNITY SERVICES, LLC

30775 LONGCREST
SOUTHFIELD, MI 48076

Restricted

PAI

JAMIE C. OVER AARMS
Director of Agriculture
& Rural Development

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; (1) a minimum to general use pesticides only. This license is not transferable.



Michigan Department of Agriculture
and Rural Development

P.O. Box 30017
Lansing, Michigan 48909

COMMERCIAL PESTICIDE APPLICATOR

This certificate issued in accordance with Act 457,
Public Act of 1994, Part 40, Michigan Code

SETH A MCROBB

Categories: 5 6

C007160150

Certificate
Number

12/31/2019

Expires

List relevant experience you have with the P... n for



Michigan Department of Agriculture
and Rural Development

P.O. Box 30017
Lansing, Michigan 48909

COMMERCIAL PESTICIDE APPLICATOR

This certificate issued in accordance with Act 401
Public Acts of 1994, Part 83 as amended

DEREK H UPDEGROVE

Categories: 6

C006150350

Certification
Number

12/31/2018

Expires

all ope
tion, ty
a of contract.

...mpression, percentag



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

PHRAGMITES REMOVAL PROJECT

The City of Novi will receive sealed bids for **Phragmites Removal Project** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, June 15, 2016** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized representative of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Phragmites Removal Project Bid" AND MUST BEAR THE NAME OF THE BIDDER.**

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice Dated: May 12, 2016

NOTICE TO BIDDERS:

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



CITY OF NOVI
PHRAGMITES REMOVAL PROJECT
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	May 12, 2016
Last Date for Questions	Tuesday, June 7, 2016 by 12:00 P.M. For questions about the bid process, please contact: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org For questions regarding site locations, specifications or to obtain data electronically, please contact: Rick Meader, Landscape Architect rmeader@cityofnovi.org or (248) 735-5621
Response Due Date	Wednesday, June 15, 2016 by 2:00 P.M.
Anticipated Award Date	July 11, 2016

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.

BID SUBMITTALS

Provide **one (1)** unbound signed copy of your bid. 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.

CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or

correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

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

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

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

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

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.

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

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City 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.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.

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.

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

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

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

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (City of Novi) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the City of Novi or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

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 reasonably 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.

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.

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.

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.

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.

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
PHRAGMITES REMOVAL PROJECT
SPECIFICATIONS

OVERVIEW

The City of Novi is requesting bids for removal of *Phragmites australis* at various locations in the city, including rights-of-way, City parks, and City storm water detention basins.

A Phragmites Management Plan was completed in the fall of 2015 in order to assess the extent of the Phragmites infestation within the boundaries of the City of Novi, document their locations, and make a plan for its eradication. The study is included with these bid documents.

SCOPE OF WORK

It is the City's intent to treat all areas as identified in the study, but reserves the right to eliminate any area(s) at its discretion. A list of those areas is found within the plan mentioned above, and is also available in GPS format for use in formulating the bid. Contractors are encouraged to visit the City to get a better understanding of the scope of the project. The contractor should contact Rick Meader at 248-735-5621 or e-mail rmeader@cityofnovi.org to obtain that data electronically and/or to ask any questions about site locations.

If new areas of infestation are discovered during any phase of the project, the contractor may be asked to treat them as well, at an extra cost. Please include in your proposal proposed pricing for such sites. These could be time and material or other methods, but it should include a method of costing for the City to use.

Note regarding Priority Sites Map in the Study:

While the map shows high priority sites, this contract is to treat all sites included in the survey, not just the priority sites. That map is provided for informational purposes only.

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 for the initial treatment of all sections will be for work done in 2016. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed in 2017 and in 2018 (in one year increments) for the follow up treatments.

CONTRACTOR RESPONSIBILITIES

1. Remove Phragmites using a combination of cutting, burning (when approved), hand pulling, hand-wicking, back-pack spraying or other methods which may be approved by the City of Novi.

2. Treatment should be based on what would be the most effective method for a population.
3. Treatments will occur between July and early October (first hard frost)
4. The city will apply for the Aquatic Nuisance Control permit from the Michigan Department of Environmental Quality (MDEQ) and add the contractor to our permit. The contractor will be responsible for obtaining permits for Work within a right-of-way from the City of Novi and the Road Commission for Oakland County. The City of Novi will waive the cost of the Novi permit and will reimburse the contractor for the cost of the Oakland County permit.
5. Awarded contractor must file all required reports with MDEQ at the end of the season and provide copies to the City of Novi.
6. Contractor shall provide training to City staff for proper methods of Phragmites removal. This training will be limited to 2 hours, on-site for 2-3 city staff and would be limited to Phragmites identification and herbicide application treatments, not prescribed burn techniques.
7. Contractor will participate in one (1) 1-hour public meeting in order to inform the public of the need and the process for Phragmites removal, City staff will also be at the meeting to answer questions related to the goals of the project and other city-related questions.
8. After award, contractor will submit a work plan showing schedule for obtaining permits, target start date for the work, plan for removals by site and the targeted completion date. The plan should include both existing vegetation removal (if appropriate) and herbicide applications, including the chemicals to be used (see below for more requirements related to the chemicals to be used) by site.
9. The contractor shall meet with the Novi Fire Department to go over department policies related to prescribed burns. Burn plans for each site shall be submitted to the Fire Department at least 48 hours in advance of the planned burn, which should include a 2-3 day window for weather conditions if prescribed burning is to be utilized. No burning shall occur on a site without an approved burn plan.
10. The Contractor shall provide all necessary personnel to carry out any prescribed burns safely without the need for Fire Department staff to be at the location.
11. The Contractor shall contact City staff daily via e-mail to report work that is scheduled to be done the next day. The Fire Department shall also be contacted by the Contractor in accordance with the approved burn plan.
12. The contractor shall send an e-mail no later than 9:00 a.m., with a list of all work done the previous day, using the Phragmites Removal Log (Attachment B). City staff will inspect all locations that were completed as indicated in the e-mail that confirms the work has been done. If work is not found to have been completed

satisfactorily, the area will need to be re-treated at no extra cost to the City.

13. During the progress of work, adequate provisions shall be made by the contractor to accommodate normal traffic flow over the public streets so as to cause a minimum of inconvenience to the general public. Means of ingress and egress for occupants of property adjacent to the work, with convenient access to driveways, housing, or building shall be provided to the maximum possible extent.
14. The contractor will be required to provide and maintain any and all safety devices, such as barriers, guards, and lights, when and where it may be necessary to do as a result of the work being done. Such devices, barriers, markings, signs, or traffic lights shall conform to the current Michigan Manual of Uniform Traffic Control Devices.

CONTRACTOR QUALIFICATIONS (please submit copies of all licenses & certifications with your bid)

1. Contractor must be a licensed applicator and hold all appropriate Pesticide Application Licenses.
2. Contractor shall be a registered Right-of-Way herbicide applicator.
3. Contractor shall be a registered aquatic herbicide applicator.
4. Contractor shall be licensed in aquatics and right-of-way.
5. It is preferred that the contractor has experience in Oakland County (with Road Commission of Oakland County).

INVOICING

Invoices may be submitted for a section only after the entire section has been treated. The contractor shall be paid in two installments. The first, after approximately half of the sites on the work plan (and at least 50% of the priority sites) is complete and the other after all work is completed and all reports have been submitted to the State on the city's MiWaters account. City staff will verify the work has been completed before the invoice will be paid.

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: invoices@cityofnovi.org

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(s) and the common name(s) of the toxic substance(s).
2. The hazards or other risks in the use of the toxic substance(s), 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 substance(s), 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(s) 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>



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.



CITY OF NOVI
PHRAGMITES REMOVAL PROJECT
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 Form.

CONTENTS: Included in this Addendum are eleven (11) pages of written addenda description.

CLARIFICATIONS:

Team submittals will be accepted. One contractor shall be designated as the prime contractor and the bid should be submitted in their name. Contract shall be executed with the prime contractor who is responsible for the satisfactory performance of the contract. Payments will be made to the prime contractor. The contractor will provide a single point of contact for the duration of the contract.

QUESTIONS:

1. Is there a total acreage for the treatments sites or only the length and width estimates from NCS's management Plan?
Answer: Please see list of acreages attached.
2. The project specifies removal. Is a successful herbicide treatment considered removal or does the dead stalk need to be physically removed from the site?
Answer: Our goal is to have the plants dead. If you need to remove the dead stalks to kill the plant, such as in large dense patches, then they should be removed. If the stand is sparser, and the plants can be killed without removing the dead stalks, then they do not need to be removed.

Sue Morianti
Purchasing Manager

Notice dated: May 26, 2016

ROADS (Areas within right-of-way only)										
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority
1a	Beck	10	239.8	2,398	0.06	Dense	No	No	E	32
2a	Beck	10	30.4	304	0.01	Patchy	No	No	E	40
3a	Beck	10	38.6	386	0.01	Monoculture	No	No	E	25
4a	Beck	10	434.2	4,342	0.10	Dense	Yes	Yes	W	26
5a	Beck	10	115.5	1,155	0.03	Patchy	No	No	W	35
6a	Beck	10	44.7	447	0.01	Dense	Yes	Yes	W	27
7a	Beck	10	46.2	462	0.01	Dense	Yes	Yes	W	27
8a	Beck	10	225.3	2,253	0.05	Monoculture	Yes	No	W	26
9a	Beck	10	261.1	2,611	0.06	Monoculture	Yes	Yes	W	30
10a	Beck	10	494.0	4,940	0.11	Patchy	Yes	Yes	W	40
11a	Beck	10	247.0	2,470	0.06	Monoculture	No	No	W	10
12a	Beck	10	23.5	235	0.01	Monoculture	No	No	E	12
13a	Beck	10	89.4	894	0.02	Monoculture	Yes	Yes	E	24
14a	Beck	10	107.3	1,073	0.02	Monoculture	Yes	Yes	W	28
16a	Beck	10	215.1	2,151	0.05	Monoculture	Yes	Yes	E	30
17a	Beck	10	221.1	2,211	0.05	Monoculture	Yes	Yes	W	30
18a	Beck	10	39.1	391	0.01	Dense	Yes	Yes	W	31
19a	Beck	10	54.5	545	0.01	Dense	Yes	Yes	W	44
20a	Beck	10	72.4	724	0.02	Dense	Yes	Yes	W	44
21a	Napier	10	225.1	2,251	0.05	Monoculture	No	Yes	E	10
22a	Napier	10	87.9	879	0.02	Dense	Yes	Yes	E	29
23a	8 mile	10	60.2	602	0.01	Dense	Yes	No	W	36
24a	10 mile	10	290.2	2,902	0.07	Dense	No	No	s	35
25a	10 mile	10	350.0	3,500	0.08	Dense	Yes	Yes	S	30
26a	10 mile	10	160.4	1,604	0.04	Monoculture	Yes	Yes	N	28
27a	10 mile	10	50.2	502	0.01	Monoculture	Yes	No	N	43
28a	Meadowbrook	10	28.5	285	0.01	Dense	Yes	No	W	47
29a	Meadowbrook	10	36.9	369	0.01	Dense	Yes	No	W	43
30a	Meadowbrook	10	422.2	4,222	0.10	Monoculture	Yes	No	E	45
31a	Meadowbrook	10	133.4	1,334	0.03	Monoculture	Yes	Yes	E	30

ROADS (Areas within right-of-way only)										
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority
32a	Meadowbrook	10	126.1	1,261	0.03	Monoculture	No	No	E	19
33a	Meadowbrook	10	39.5	395	0.01	Monoculture	No	No	E	18
34a	Meadowbrook	10	153.1	1,531	0.04	Monoculture	No	No	E	21
36	Beck	10	45.0	450	0.01	Monoculture	Yes	No	E	50
37	Beck	10	10.0	100	0.00	Monoculture	Yes	Yes	E/W	40
38;39	Beck	10	45	450	0.01	Monoculture	Yes	Yes	W	38
40;41	Beck	10	100	1,000	0.02	Patchy	Yes	No	E	49
42	Beck	10	125.0	1,250	0.03	Patchy	No	No	E	25
43;44	Beck	10	233	2,330	0.05	Dense	No	No	E/W	22
45;46	Beck	10	67	670	0.02	Monoculture	No	No	W	18
47;48	Beck	10	68	680	0.02	Dense	Yes	No	E/W	42
49;50	Beck	10	182	1,820	0.04	Monoculture	Yes	Yes	E/W	28
51;52	Beck	10	90	900	0.02	Monoculture	No	No	E	20
53	Beck	10	81	810	0.02	Monoculture	No	Yes	E	14
23;24	Meadowbrook	10	80	800	0.02	Monoculture	No	No	S	19
25;26	Meadowbrook	10	45	450	0.01	Patchy	Yes	Yes	S	49
27;28	Meadowbrook	10	85	850	0.02	Dense	Yes	Yes	S	30
29;30	Meadowbrook	10	264	2,640	0.06	Dense	No	No	S	23
32;33	Meadowbrook	10	155	1,550	0.04	Dense	No	No	N	22
34;35	Meadowbrook	10	143	1,430	0.03	Dense	No	No	S	22
95;96	14 MILE	10	25	250	0.01	Monoculture	Yes	Yes	S	31
97;98	14 MILE	10	50	500	0.01	Monoculture	Yes	Yes	S	32
99	14 MILE	10	10	100	0.00	Dense	Yes	Yes	N	35
100;101	14 MILE	10	250	2,500	0.06	Monoculture	Yes	Yes	S	18
102;103	13 mile	10	400	4,000	0.09	Dense	Yes	Yes	W	22
104;105	13 mile	10	100	1,000	0.02	Dense	No	Yes	W	24
106;107	13 mile	10	20	200	0.00	Dense	Yes	Yes	W	31
108;109	13 mile	10	100	1,000	0.02	Monoculture	Yes	Yes	W	20
110	13 mile	10	120	1,200	0.03	Dense	No	No	N	40
111;112	13 mile	10	550	5,500	0.13	Monoculture	Yes	Yes	N	25
113;114	Haggerty	10	100	1,000	0.02	Patchy	No	No	N	38

ROADS		(Areas within right-of-way only)									
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority	
115;116	Haggerty	10	60	600	0.01	Dense	Yes	Yes	S	35	
117;118	Haggerty	10	500	5,000	0.11	Dense	Yes	Yes	N	24	
119;120	Haggerty	10	75	750	0.02	Patchy	No	Yes	S	45	
121;122	10 mile	10	50	500	0.01	Sparse	No	No	N	40	
123	10 mile	10	25	250	0.01	Sparse	No	No	N	38	
124;125	10 mile	10	300	3,000	0.07	Monoculture	Yes	Yes	N	30	
125;126	10 mile	10	500	5,000	0.11	Monoculture	Yes	Yes	S	28	
127;128	10 mile	10	425	4,250	0.10	Monoculture	Yes	No	N	25	
129	10 mile	10	25	250	0.01	Dense	No	Yes	S	32	
130;131	10 mile	10	50	500	0.01	Dense	Yes	No	N	30	
133;134	10 mile	10	70	700	0.02	Patchy	No	No	N	36	
135;136	Taft	10	200	2,000	0.05	Monoculture	Yes	Yes	W	34	
137	Taft	10	20	200	0.00	Patchy	No	No	E	42	
138;139	Taft	10	100	1,000	0.02	Dense	No	No	E	35	
140;141	Taft	10	200	2,000	0.05	Dense	Yes	Yes	E	30	
142;143	Taft	10	50	500	0.01	Sparse	No	No	E	36	
144;145	Taft	10	500	5,000	0.11	Patchy	No	No	E	32	
146;147	Taft	10	100	1,000	0.02	Monoculture	Yes	Yes	W	37	
215;216	Novi	10	50	500	0.01	Monoculture	Yes	Yes	W	38	
217;218	Novi	10	50	500	0.01	Dense	Yes	Yes	E	40	
219;220	Novi	10	20	200	0.00	Dense	Yes	Yes	N	35	
221;222	12 mile	10	15	150	0.00	Monoculture	No	No	S	20	
223;224	12 mile	10	100	1,000	0.02	Patchy	Yes	Yes	S	43	
225;226	12 mile	10	50	500	0.01	Monoculture	Yes	No	N	48	
227;228	12 mile	10	300	3,000	0.07	Monoculture	No	Yes	N/S	15	
229;230	12 mile	10	100	1,000	0.02	Monoculture	Yes	Yes	N	33	
231;232	12 mile	10	300	3,000	0.07	Monoculture	Yes	Yes	S	30	
233;234	12 mile	10	20	200	0.00	Sparse	No	No	S	30	
235;236	12 mile	10	10	100	0.00	Dense	No	No	S	25	
237;238	12 mile	10	50	500	0.01	Dense	Yes	Yes	S	40	
239;240	12 mile	10	200	2,000	0.05	Dense	Yes	Yes	N	32	

ROADS		(Areas within right-of-way only)									
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority	
241;242	Summit	10	150	1,500	0.03	Dense	Yes	Yes	N	34	
243;244	Summit	10	15	150	0.00	Sparse	Yes	No	N	50	
245;246	Summit	10	25	250	0.01	Dense	No	No	N	20	
247;248	Summit	10	25	250	0.01	Dense	No	No	N	27	
249;250	Summit	10	100	1,000	0.02	Dense	Yes	Yes	N	40	
251;252	12 mile	10	20	200	0.00	Monoculture	Yes	Yes	N	32	
253	12 mile	10	10	100	0.00	Patchy	No	No	N	36	
254	12 mile	10	300	3,000	0.07	Dense	Yes	Yes	N	33	
255;256	12 mile	10	150	1,500	0.03	Monoculture	Yes	Yes	N	29	
257;258	12 mile	10	200	2,000	0.05	Monoculture	Yes	Yes	S	27	
259;260	Grand River	10	250	2,500	0.06	Patchy	No	Yes	S	35	
261;262	Grand River	10	250	2,500	0.06	Patchy	No	Yes	S	20	
263;264	Grand River	10	100	1,000	0.02	Dense	Yes	Yes	N	35	
1	Grand River	10	100	1,000	0.02	Dense	No	No	S	33	
2;3	Grand River	10	325	3,250	0.07	Monoculture	No	No	S/N	26	
4;5	Grand River	10	50	500	0.01	Monoculture	Yes	No	S/N	42	
5;7	West Park	10	150	1,500	0.03	Monoculture	No	No	W	20	
8;9	West Park	10	200	2,000	0.05	Monoculture	No	No	W	20	
10	West Park	10	150	1,500	0.03	Monoculture	Yes	No	W	40	
11	West Park	10	120	1,200	0.03	Sparse	Yes	No	E	55	
12;13	West Park	10	150	1,500	0.03	Dense	Yes	Yes	W	29	
14;15	West Park	10	100	1,000	0.02	Dense	Yes	Yes	E	31	
16;17	West Park	10	150	1,500	0.03	Monoculture	Yes	Yes	W	28	
18	West	10	10	100	0.00	Dense	Yes	Yes	N	32	
19	South Lake	10	250	2,500	0.06	Monoculture	No	Yes	N	15	
20;21	South Lake	10	75	750	0.02	Monoculture	Yes	Yes	N	27	
22	South Lake	10	25	250	0.01	Dense	Yes	Yes	S	30	
54;55	Wixom	10	300	3,000	0.07	Monoculture	Yes	Yes	E/W	29	
56;57	Wixom	10	125	1,250	0.03	Dense	Yes	Yes	E	41	
58;59	10 mile	10	150	1,500	0.03	Monoculture	Yes	Yes	S	30	
60;61	10 mile	10	100	1,000	0.02	Monoculture	Yes	Yes	S	29	

ROADS		(Areas within right-of-way only)																
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority								
62	Garfield	10	20	200	0.00	Sparse	Yes	Yes	E	48								
63	Garfield	10	10	100	0.00	Sparse	No	No	W	50								
64;65	9 mile	10	200	2,000	0.05	Dense	Yes	No	S	40								
66	9 mile	10	10	100	0.00	Sparse	Yes	Yes	S	50								
67	9 mile	10	20	200	0.00	Sparse	Yes	No	S	50								
68	9 mile	10	10	100	0.00	Sparse	Yes	Yes	N	47								
69;70	9 mile	10	250	2,500	0.06	Dense	Yes	Yes	N	30								
71;72	9 mile	10	200	2,000	0.05	Monoculture	Yes	Yes	N	28								
73;74	9 mile	10	25	250	0.01	Patchy	Yes	Yes	W	40								
75	9 mile	10	10	100	0.00	Sparse	No	No	W	50								
76	9 mile	10	10	100	0.00	Sparse	Yes	Yes	W	49								
78;79	9 mile	10	250	2,500	0.06	Monoculture	Yes	Yes	W	26								
80;81	9 mile	10	225	2,250	0.05	Monoculture	Yes	Yes	W	27								
83;84	Haggerty	10	250	2,500	0.06	Monoculture	No	Yes	W	12								
85;86	Haggerty	10	200	2,000	0.05	Monoculture	Yes	Yes	W	26								
87	Haggerty	10	325	3,250	0.07	Patchy	No	No	W	35								
88;89	Haggerty	10	200	2,000	0.05	Monoculture	Yes	Yes	W	26								
90	Haggerty	10	50	500	0.01	Patchy	No	No	W	35								
91;92	Haggerty	10	175	1,750	0.04	Dense	Yes	Yes	W	29								
93;94	Haggerty	10	180	1,800	0.04	Dense	Yes	Yes	W	27								
148;149	Novi	10	60	600	0.01	Dense	Yes	Yes	W	26								
150;151	Novi	10	550	5,500	0.13	Patchy	Yes	Yes	E	40								
152;153;154	Novi	10	550	5,500	0.13	Dense	Yes	Yes	E	24								
155;156	Novi	10	50	500	0.01	Monoculture	Yes	Yes	E	30								
157;158	Novi	10	60	600	0.01	Dense	No	No	E	20								
159;160	9 mile	10	150	1,500	0.03	Dense	Yes	Yes	S	28								
161;162	Meadowbrook	10	10	100	0.00	Patchy	No	No	W	32								
177;178	11 mile	10	50	500	0.01	Dense	Yes	Yes	S	21								
179;180	11 mile	10	5	50	0.00	Dense	No	No	N	16								
181;182	11 mile	10	50	500	0.01	Monoculture	Yes	Yes	N	22								
183;184	Grand River	10	40	400	0.01	Dense	Yes	Yes	N	30								

ROADS		(Areas within right-of-way only)									
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority	
185;186	Grand River	10	10	100	0.00	Dense	Yes	Yes	N	36	
187;188	Grand River	10	20	200	0.00	Patchy	No	Yes	N	31	
189;190	Grand River	10	200	2,000	0.05	Dense	Yes	Yes	N	33	
197;198	Haggerty	10	150	1,500	0.03	Patchy	No	Yes	W	30	
199;200	Haggerty	10	200	2,000	0.05	Patchy	No	No	W	24	
201;202	Novi	10	80	800	0.02	Dense	No	No	W	20	
203;204	Novi	10	20	200	0.00	Dense	Yes	No	W	50	
205;206	Novi	10	50	500	0.01	Patchy	Yes	Yes	W	46	
207;208	Novi	10	100	1,000	0.02	Dense	Yes	Yes	E	39	
209;210	Novi	10	80	800	0.02	Monoculture	Yes	Yes	E	35	
211;212	Novi	10	15	150	0.00	Dense	No	No	W	18	
213;214	Novi	10	50	500	0.01	Dense	Yes	Yes	W	30	
303;304	Mondavi	10	20	200	0.00	Dense	Yes	Yes	E	35	
305;306	Deer Run	10	30	300	0.01	Patchy	Yes	No	W	50	
307;308	Deer Run	10	20	200	0.00	Patchy	Yes	No	W	50	
309;310	Edinboro	10	20	200	0.00	Dense	Yes	Yes	E	45	
311;312	Edinboro	10	50	500	0.01	Patchy	Yes	No	E	50	
313;314	Stratford	10	100	1,000	0.02	Dense	Yes	Yes	W	40	
315;316	Summit	10	10	100	0.00	Patchy	Yes	Yes	W	34	
315;316	Summit	10	100	1,000	0.02	Dense	Yes	Yes	W	34	
319;320	Laramie	10	100	1,000	0.02	Dense	Yes	Yes	W	30	
321;322	Glenda	10	60	600	0.01	Monoculture	No	No	W	33	
323;324	Glenda	10	40	400	0.01	Monoculture	Yes	Yes	E	33	
325;326	Flint	10	10	100	0.00	Sparse	Yes	No	E	50	
327;328	Flint	10	10	100	0.00	Sparse	Yes	No	W	50	
329;330	Flint	10	20	200	0.00	Patchy	Yes	Yes	W	40	
331;332	Clark	10	50	500	0.01	Dense	Yes	Yes	E	40	
333;334	Clark	10	20	200	0.00	Monoculture	Yes	Yes	E	40	
335;336	Cherry Hill	10	20	200	0.00	Monoculture	No	Yes	E	20	
TOTAL											

ROADS		(Areas within right-of-way only)									
GPS Pt.#	Road Name	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Road side	Priority	
Notes:											
*NOTES: DATA COLUMNS EXPLAINED		*USE MISIN DENSITY CLASSES AS FOLLOWS:									
1.	Density@rt.,w/ density=ROW\$Cost	S = SPARSE (scattered individuals or very small patches throughout treatment area)									
2.	ADJ Phrag=yes or no	P= PATCHY (a mix of dense and sparse areas throughout treatment area)									
3.	ADJ Wetlands=estimate Phrag area on GIS	D = DENSE (>40% of the treatment area is impacted)									
4.	Priority determined by DEQ Rating Tool	M = MONOCULTURE (nearly 100% of the treatment area is impacted)									
5.	Yellow highlights are profiled in report as high-priority, recommend treatment										
6.	Green highlight totals for spray control										
7.	Distance in feet										

PARKS										
GPS Pt.	Location (Park)	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Priority	
291;292	Lakeshore	100	50	5,000	0.11	Dense	Yes	Yes	40	
293;294	Lakeshore	550	125	68,750	1.58	Dense	Yes	Yes	40	
295;296	Lakeshore	375	200	75,000	1.72	Dense	Yes	Yes	35	
297;298	Lakeshore	750	150	112,500	2.58	Dense	Yes	Yes	37	
299;300	Lakeshore	700	700	490,000	11.25	**Pachy	Yes	Yes	***32	
301;302	Lakeshore	400	400	160,000	3.67	Dense	Yes	Yes	40	
265;266	Brookfarm	10	150	1,500	0.03	Sparse	Yes	Yes	42	
267;268	Brookfarm	10	100	1,000	0.02	Pachy	Yes	Yes	40	
269;270	Brookfarm	10	10	100	0.00	Pachy	Yes	Yes	40	
271;272	Brookfarm	10	300	3,000	0.07	Sparse	Yes	Yes	40	
273;274	Orchard	400	500	200,000	4.59	Dense	Yes	Yes	25	
275;276	Lakeshore	100	300	30,000	0.69	Monoculture	Yes	Yes	18	
277;278	Lakeshore	100	200	20,000	0.46	Dense	Yes	Yes	28	
279;280	Lakeshore	275	200	55,000	1.26	Monoculture	Yes	Yes	20	
281;282	Lakeshore	325	500	162,500	3.73	Monoculture	Yes	Yes	14	
191;192	Rotary	50	100	5,000	0.11	Pachy	No	No	38	
193;194	Rotary	50	100	5,000	0.11	Pachy	Yes	Yes	39	
195;196	Rotary	75	20	1,500	0.03	Monoculture	Yes	Yes	40	
165;166	Sports	75	175	13,125	0.30	Monoculture	Yes	Yes	34	
167	Sports	75	10	750	0.02	Pachy	Yes	Yes	44	
168	Sports	275	275	75,625	1.74	Monoculture	Yes	Yes	25	
171***	Wildlife Woods			-	-	Monoculture	Yes	Yes	42	
172***	Wildlife Woods			-	-	Monoculture	Yes	Yes	42	
173***	Wildlife Woods			-	-	Dense	Yes	Yes	42	
174***	Wildlife Woods			-	-	Pachy	Yes	Yes	42	
175;176	Wildlife Woods	375	500	187,500	4.30	Monoculture	Yes	No	42	
343;344	Fire Station		100	-	-	Dense	Yes	Yes	40	
345;346	Fire Station		50	-	-	Sparse	Yes	Yes	45	
TOTAL										

PARKS																																									
GPS Pt.	Location (Park)	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Priority																																
Notes:																																									
*NOTES: DATA COLUMNS EXPLAINED		*USE MISIN DENSITY CLASSES AS FOLLOWS:																																							
1. Density@rt.,w/ density=ROW\$Cost		S = SPARSE(scattered individuals or very small patches throughout treatment area)																																							
2. ADJ Phrag=yes or no		P= PATCHY (a mix of dense and sparse areas throughout treatment area)																																							
3. ADJ Wetlands=estimate Phrag area on GIS		D = DENSE (>40% of the treatment area is impacted)																																							
4. Priority determined by DEQ Rating Tool		M = MONOCULTURE (nearly 100% of the treatment area is impacted)																																							
5. Yellow highlights are profiled in report as high-priority, recommend treatment																																									
6. Green highlight totals for spray control																																									
7.***Denotes Phragmites population on both City & School District Property																																									
8. Distance in feet																																									

BASINS		Detention basins											
GPS Point #	X-streets	Width (ft)	Distance (ft)	Area (sf)	Area (ac)	Density	Adj Wetland	Adj Phrag	Priority				
337;338	Barclay	75	100	7,500	0.17	Monoculture	yes	yes	16				
339;340	Regency	75	150	11,250	0.26	Dense	yes	yes	30				
341;342	Leavenworth	50	50	2,500	0.06	Patchy	no	no	29				
TOTAL													
Notes:													
*NOTES: DATA COLUMNS EXPLAINED *USE MISIN DENSITY CLASSES AS FOLLOWS:													
1. Density@rt., w/ density=ROW: S = SPARSE(scattered individuals or very small patches throughout treatment area)													
2. ADJ Phrag=yes or no P= PATCHY (a mix of dense and sparse areas throughout treatment area)													
3. ADJ Wetlands=estimate Phrag D = DENSE (>40% of the treatment area is impacted)													
4. Priority determined by DEQ: R = HIGH PRIORITY, M = MONOCULTURE (nearly 100% of the treatment area is impacted)													
5. Yellow highlights are profiled in report as high-priority, recommend treatment													
6. Green highlight totals for spray control													
7. Distance in feet													



CITY OF NOVI
PHRAGMITES REMOVAL PROJECT
ADDENDUM #2

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid 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 Form.

CONTENTS: Included in this Addendum are two (2) pages of written addenda description.

CLARIFICATIONS:

1. Re: Oakland County ROW Fee
RCOC has confirmed the work specified in this bid will be done under the City of Novi's permit and that no separate Oakland County/RCOC permit is required. Therefore, on the bid form in the section for cost of Oakland County ROW Fee, please enter \$0.00.
2. Awarded contractor will be required to submit a "Start of Work Application" to RCOC prior to start of project. Sample of form is attached as part of this document.
3. RCOC will not charge any inspection fees unless a problem arises regarding proper signing or an unsafe working situation. Contractor will be responsible for payment of these inspection fees.

Sue Morianti
Purchasing Manager

Notice dated: June 7, 2016



Start of Work Application

Mail To:

Road Commission for Oakland County
Department of Customer Services
Permits
2420 Pontiac Lake Road
Waterford, MI 48328

Or Fax To: (248) 858-4773

Or Email To: PERMITS@RCOC.ORG

THE PERMIT LICENSEE SHALL GIVE NOTICE TO THE DEPARTMENT OF CUSTOMER SERVICES **AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF OPERATIONS** COVERED BY THIS PERMIT.

Date: _____

Permit Issued to: _____

Permit Number: _____

Township: _____

Beginning Date: _____

Location of Work: _____

Description of Work: _____

Submitted By: _____

Company you work for: _____

Telephone Number: _____

NOTE:

- A CONDITION OF THE PERMIT THAT YOU RECENTLY RECEIVED IS THAT A TWO-DAY ADVANCE NOTICE BE GIVEN TO THE ROAD COMMISSION **BEFORE WORK BEGINS**. PLEASE SUBMIT THIS FORM A MINIMUM OF 2 DAYS PRIOR TO BEGINNING WORK IN THE RIGHT OF WAY. PLEASE KEEP A COPY FOR YOUR RECORDS.
- IF THERE IS ANY CHANGE IN DATE OR TIME AFTER YOU SUBMIT THIS FORM, PLEASE NOTIFY THE PERMIT INSPECTOR IMMEDIATELY.

PERMIT OFFICE HOURS:
MONDAY – FRIDAY 7:30 AM – 4:15 PM
(248) 858-4835