

CITY of NOVI CITY COUNCIL

Agenda Item R
August 12, 2019

SUBJECT: Approval to award a contract to PLM Lake and Land Management Corp. for the Phragmites removal project, in the estimated annual amount of \$16,658. The contract term is until June 30, 2020, with two one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 16,658.00
AMOUNT BUDGETED	\$ 25,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	210-211.00-939.110

BACKGROUND INFORMATION:

Common Reed (*Phragmites australis*) is a plant found across the world. Unfortunately, the plant is invasive and is becoming widespread in Novi, as well as other surrounding communities in Oakland County. This plant is commonly found in ditches, ponds, lakesides and wetlands, but they can extend into drier areas. Often times, the tall plants block views for non-motorized users and motorists. It also can decrease property values, encroach into the rights-of-way, and displace native plants and animals.

Over the last three years, much of the Phragmites in the City's parks and storm water systems has been contractually treated. While several plant stands have been removed, there are still significant populations in some parks, regional detention ponds, and ditches. This contract is aimed at completely removing those remaining populations from public areas. This contract does not include Phragmites treatments on private property.

Services for this project include: removal of Phragmites along public road rights-of-way, within parklands, and from detention ponds; and reporting treatments to storm water management agencies. Also, training of staff on better plant management will be provided.

A total of four bids were received and opened on July 17, 2019 following a public bid solicitation period. The bid tabulation is included in the packet. City staff is recommending PLM Lake and Land Management Corp., who is an approved contractor of Oakland Parks and the Oakland County Cooperative Invasive Species Management Area (OC CISMA).

RECOMMENDED ACTION: Approval to award a contract to PLM Lake and Land Management Corp. for the Phragmites removal project, in the estimated annual amount of \$16,658. The contract term is until June 30, 2020, with two one-year renewal options.

**CITY OF NOVI
PHRAGMITES REMOVAL PROJECT**

July 17, 2019 2:00 p.m.

	Cardno	Davey Resource Group	PLM Lake & Land Management	Natural Community Services
APPLICATION FEE (Total, Lump Sum)				
2019	\$ 61,714.00	\$ 59,100.00	\$ 16,658.00	\$ 19,449.00
2020 (first renewal)	\$ 49,371.20	\$ 40,100.00	\$ 13,000.00	\$ 9,998.00
2021 (second renewal)	\$ 43,199.80	\$ 24,400.00	\$ 11,000.00	\$ 8,998.00
TOTAL ALL THREE YEARS	\$ 154,285.00	\$ 123,600.00	\$ 40,658.00	\$ 38,445.00
ADDITIONAL SERVICES				
Spraying - per 1/2 acre	\$ 600.00	\$ 397.00	\$ 212.50	\$ 1,000.00
Spraying - per 100 LF	\$ 25.00	\$ 132.00	\$ 19.00	\$ 123.00
Mowing - per 1/2 acre	\$ 750.00 - 1,750.00	\$ 140.00	\$ 300.00	\$ 975.00
Mowing - per 100 LF	N/A	\$ 56.00	\$ 175.00	\$ 100.00
Burning - per 1/2 acre	\$ 250.00 - 1,000.00	N/A	N/A	\$ 5,000.00
Burning - per 100 LF	N/A	N/A	N/A	\$ 250.00
Exceptions	See bid form for exceptions		None	
Comments				

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 PLM Lake and Land Management Corp., whose address is 10785 Bennett Drive, Morrice, MI 48857, (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 June 30, 2020. 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: Jeffrey J. Fischer, Regional Terrestrial Manager
- 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:

PLM Lake and Land Management

Date: _____

By: Jeffrey J. Fischer
Its: Regional Terrestrial Manager



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. PROGRAM FEE (All-inclusive price: Herbicide application, monitoring, training, mobilization, report fees etc. as specified)

	2019	2020 (first renewal option)	2021 (second renewal option)
TOTAL FEE (LUMP SUM)	\$ 16,658	\$ 13,000	\$ 11,000

B. ADDITIONAL SERVICES:

Please provide unit costs (per half acre or 100 lf for right-of-way treatments)

1. Spraying (areas discovered that are not included in the attached list)

Per ½ acre \$ 212.50
Per 100 LF \$ 19.00

2. Mowing

Per ½ acre \$ 300.00
Per 100 LF \$ 175.00

3. Burning

Per ½ acre \$ N/A
Per 100 LF \$ N/A

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

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or attached on additional sheet):

None

COMMENTS:

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) PLM Lake and Land Management Corp.

Address 10785 Bennett Drive

City Morrice State MI Zip 48857

Telephone 800-382-4434 Fax 517-913-6233

Representative's Name Jeffrey J. Fischer

Representative's Title Regional Terrestrial Manager

Authorized Signature Jeffrey J. Fischer

E-mail Jeff@plmcorp.net

Date 7/12/19

ATTACHMENT D: CITY OF NOVI PHRAGMITES LOCATIONS

Location	Type (Road/ Area)	Section	Description (Size/Density)	Estimated Cumulative Removal by Year		
				2019	2020	2021
14 Mile Road at M-5 - southeast corner	ROW	Sec 02	Small, mod		X	
14 Mile Road at Novi Road - east of Novi Road, south side of 14 Mile Rd	ROW	Sec 02	Small, mod		X	
Lakeshore Park - north of Access Road	Area	Sec 04	Large, dense- patchy			X
Lakeshore Park - south of South Lake Dr./Pennington Ct	Area	Sec 04	Large, dense- mod			X
West Park Dr/West Road - northwest corner - adjoins private property	Area	Sec 04	Med, dense			X
12 Mile Road - west of railroad tracks, north side	ROW/Area	Sec 09	Large, dense- patchy			X
Lakeshore Park - south of Access Road	Area	Sec 09	Large, dense- mod			X
Water storage tank - 12 & West Park - northeast of area above	Area	Sec 09	Small, patchy		X	
West Park Dr - east side, west of railroad tracks - among dead trees	Area	Sec 09	Large, dense- patchy			X
12 Mile Road - east of railroad tracks, north side	ROW/Area	Sec 10	Med, patchy			X
Lakeshore Park - near Shawood Lake	Area	Sec 10	Large, dense			X
Liberty Park ponds	Area	Sec 10	Mod, patchy			X
Old Novi Road - east side, east of Pleasant Cove - adj to Vista Hills ponds	ROW	Sec 11	Mod, patchy		X	
Taft Road detention pond	Area	Sec 15	Large, patchy			X
Taft Road slope across from pond	Area	Sec 15	Med, mod			X
Taft Road - West side - in front of SV Temple	ROW	Sec 16	Small, patchy		X	
Wildlife Woods Park - east of Novi Middle School	Area	Sec 17	Large, patchy			X
Wixom Road - east, west sides, north of Glenwood Drive	ROW	Sec 17/18	Med, patchy		X	
Napier Road - south of Knightsbridge Gate	ROW	Sec 18	Small, patchy		X	
10 Mile Road - north side - east of shopping center (east of Beck)	ROW	Sec 21	Small, patchy		X	
Sierra Drive - east side open space, next to 25916 Sierra	ROW	Sec 21	Small, patchy		X	
Taft Road - West side - north of Emerald Forest Drive	ROW	Sec 21	Small, patchy		X	

Location	Type (Road/ Area)	Section	Description (Size/Density)	Estimated Cumulative Removal by Year		
				2019	2020	2021
Glenda - east side, approx 250 ft north of 10 Mile Rd	ROW	Sec 22	Small, dense		X	
Meadowbrook Activity Center - east and west ends of pond	Area	Sec 23	Small, patchy			X
Meadowbrook Road, small pops on west side of road south of Grand River	ROW	Sec 23	Small, patchy		X	
Pond northeast of Town Center and Grand River	Area	Sec 23	Med, patchy			X
Pond southeast of Lee Begole Drive (south side of 11 Mile Road)	Area	Sec 23	Large, mod			X
11 Mile Road - between Meadowbrook & Sibley	ROW	Sec 24	Large, patchy		X	
Grand River east of Meadowbrook, north side	ROW	Sec 24	Small, patchy		X	
Grand River east of Meadowbrook, south side (across from Varsity Lincoln)	ROW	Sec 24	Small, patchy		X	
Meadowbrook Road, small pops on east side of road south of Grand River	ROW	Sec 24	Small, patchy		X	
Regency regional detention basin	Area	Sec 24	???			X
Brookfarm Park - along stream	Area	Sec 25	Patchy			X
Haggerty Road - south of 10 Mile Road (Dunkin Donuts), west side	ROW	Sec 25	Small, patchy		X	
Orchard Lake Conservation Area - south side of Malott Rd.	Area	Sec 26	Large, mod			X
Meadowbrook Road - west side, south of Chattman, stream	ROW	Sec 26	Small, dense		X	
Dunbarton Detention Pond	Area	Sec 27	???			X
10 Mile Road - south side - west of Taft Road	ROW	Sec 28	Small, patchy		X	
9 Mile Road - east of Napier Road - north and south sides	ROW	Sec 30/31	Small, patchy		X	
ITC Sports Park - pond at southwest corner of park	Area	Sec 31	Med, dense			X
ITC Sports Park - wet area south of playfields	Area	Sec 31	Small, patchy			X
ITC Sports Park - wet area east of playfields, path	Area	Sec 31	Large, sporadic			X
Beck Road - north of 8 Mile Road, both sides	ROW	Sec 32	Med, dense		X	
Beck Road - north of 8 Mile Road, west side	ROW	Sec 32	Med, dense		X	
Beck Road - south of 9 Mile Road, primarily west side, some east side	ROW	Sec 32	Med, patchy		X	
Rotary Park - west of Ashbury Drive - road edge and interior open space	ROW/Area	Sec 35	Med, patchy			X
Haggerty Road - south of High Pointe Blvd, north of County Inn, west side	ROW	Sec 36	Small, patchy		X	



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 PLM Lake & Land Management Corp.
Address: 10785 Bennett Drive
City, State Zip Morrice, MI 48857
Telephone 800-382-4434 ext 2203 Fax 517-913-6233
Mobile 248-943-5709
Agent's Name (please print) Jeff Fischer
Agent's Title Regional Terrestrial Manager
Email Address: Jeff@plmcorp.net
Website www.plmcorp.net

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 1979 Years in business: 40
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____

4. Under what other or former names has your organization operated?
None

5. How many full time employees? 60+ Part time? 30+

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).
- Herbicide Application (aquatic and right-of-way)
- Cutting (Phragmites stands)

8. List any professional licenses/certifications you/your employees have obtained that

would be applicable to this contract.

Manager Biographies Attached

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.

Employee Certifications by the Michigan Dept of Agriculture Attached

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

Equipment List Attached

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

- Right-of-way infestations will be foliar sprayed using a 100 gallon spray system towed behind a truck.

- Phragmites infestations located within wetlands will be foliar sprayed using a combination of power equipment (ATV, Track Vehicle, Airboat), and hand sprayers (Backpacks).

- Herbicides used include Glyphosate (AguaNeat) at 5% by volume, Cygnat Plus adjuvant at 1.5% by volume, and PLM blue dye as a tracer.

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

GPX files work best

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

-(2015-2018) Foliar Sprayed phragmites infestations along ROW in Oakland and Orion Townships.
-2018 Worked with the Oakland County CISMA and Road Commission for Oakland County to foliar spray ~80 acres of ROW within 6 townships.

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.

Currently no open phragmites contracts.

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 Oakland Township
Address 4393 Collins Rd, Rochester, MI 48306
Phone 248-651-7810 Contact name Ben VanderWeide
E-mail bvanderweide@oaklandtownship.org

Company/Municipality Orion Township
Address 2525 Joslyn Rd., Lake Orion, MI 48360
Phone 248-391-0304 ext 7001 Contact name Jeff Stout
E-mail jstout@oriontownship.org

Company/Municipality Oakland County CISMA
Address 2800 Watkins Lake Rd, Waterford, MI 48328
Phone 248-660-0716 Contact name Erica Clites
E-mail eclites@sixriversrlc.org

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).

n/a

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: Jeffrey J. Fischer
Representative's Name (please print) Jeffrey J. Fischer
Date 7-2-19



Manager Biographies - Michigan

Jeff Fischer began working for PLM in 2011 while attending Michigan State University. At MSU, Jeff studied Fisheries Biology and earned his Bachelor's degree in the spring of 2012. For the past 7 years, Jeff, a certified applicator, has been treating lakes and ponds for our Eastern Division. More recently, Jeff has overseen the terrestrial operations for our Eastern Regional office. Before joining PLM and attending MSU, Jeff played baseball at Eastern Michigan University where, in 2007 as a Junior, he was drafted by the Colorado Rockies in the 10th round of the amateur draft and played professionally for 3 years. To this day Jeff still pursues his passion for baseball by giving baseball lessons. Jeff is also an avid bird hunter who travels with his dog Chipper each fall chasing new adventures.

Jason Broekstra earned his Bachelor's Degree in Biology from Grand Valley State University (GVSU) in 1995. While at GVSU he spent a summer as an intern for the Michigan Department of Natural Resources, Fisheries Division. For the past 20 years, Jason has worked in all aspects of PLM and currently serves Vice President of MI Operations and is an active board member. Under Jason's leadership, PLM has become approved performing evaluation treatments and is leading the way to determining better application techniques and methods. Jason has focused his career at PLM working with customers in making sound scientific decisions while overseeing the work of his employees on hundreds of inland lakes and ponds. Jason is a Past President of the Midwest Aquatic Plant Management Society, current Vice President of the Michigan Aquatic Managers Association and current secretary for the Michigan Chapter, North American Lake Management Society. He was the recipient of the "2009 Applicator of the Year" award by SePRO Corporation. Jason also serves on the Michigan Inland Lakes Partnership and many other organizations throughout Michigan. While not working, Jason is active with his family, church, and sports and is an avid snowmobiler.

Jaimee Conroy graduated from Michigan State University with a degree in Environmental Studies before beginning her career with PLM in 1999. While at MSU, Jaimee focused her studies on Environmental Impacts and interned with the Ingham County Drain Commissions Office. With over 17 years of experience in aquatic plants and lake management, Jaimee has focused much of her career in water quality analyzes, lake surveying/evaluation, and new technology. Jaimee's advanced knowledge in GIS has allowed PLM to expand their capabilities with mapping weed beds and preparing and evaluating treatments. Jaimee is currently the Western Lakes Manager, managing lakes throughout the Grand Rapids Metro area to the lakeshore, as well as our Technical Services Manager where she oversees all water quality and vegetation monitoring. Jaimee enjoys spending her free time with her two boys and family.

Bre Grabill began working for PLM in 2002 and is a graduate of Michigan State University with a Bachelor's Degree in Environmental Studies and Applications. At MSU, Bre focused her studies on watershed management and limnology, studying water resources not only in Michigan but across the world in Antarctica. She currently works as our Northern Lakes Manager. Growing up on an inland lake in Newaygo County, Bre has a personal and professional interest in proper lake management, aquatic plant control and the environment. Bre's division spreads over the entire Northern part of the Lower Peninsula as well as Upper Peninsula and works directly with lake associations, residents, townships, and lake boards in managing their waterbodies on some of the largest lakes in the State of Michigan. Bre is actively involved with numerous organizations and in her spare time enjoys spending time with her family on the lake.

Steve Hanson earned his Bachelor of Science and Master's Degree from Michigan State University studying fisheries biology. While at MSU, Steve did research analyzing the use of Fluridone in the State of Michigan. Steve began working with PLM in 2002 in the Northern Lakes Division, before opening his own office branch expanding our Eastern Lakes & Ponds Division. Steve's advanced knowledge in fisheries as well as aquatic plants has expanded PLM's services and capabilities. Steve has taken charge of numerous evaluation treatments, including working on a three year study of Curlyleaf pondweed turions and long term control measures utilizing low dose applications of Sonar A.S. Steve is a dedicated father and active fisherman and outdoorsman.

Andy Tomaszewski, PLM's Southern Lakes Manager began his career with PLM in 2001 after graduating from the University of Michigan with a Bachelor's Degree in Ecology. While studying at the U of M biological station on Douglas Lake near Pellston, Michigan, Andy began to focus his career in aquatics. With over a decade of experience in aquatic plant management and setting up lake management programs through special assessment districts, lake associations, and residents, Andy has worked on numerous evaluation treatments. His latest project included working with the use of Sonar A.S. and determining the best bump up protocol for its use in Michigan waters. Andy has expanded his Southern Division from the northern Kalamazoo area to border of Michigan and from Jackson to the lakeshore, working directly with his lakes in balancing ecological decisions with residential concerns. Andy is devoted to his family and two boys and is an avid sportsman.

Dustin Grabill began working for PLM in 2002 well attending Grand Valley State University. While at PLM, Dustin has increased his knowledge in all aspects of PLM including: lake & pond management, weed & algae control, fountains & aeration, harvesting and terrestrial applications. In 2010 he was promoted to Terrestrial Manger, overseeing terrestrial projects across the State. In 2012, he relocated to the northern office in Evart and was certified in shoreline restoration through the Michigan Natural Shoreline Partnership. He has worked on various projects including biological plantings for invasive species as well as chemical control. In addition to his work in the terrestrial field, he also serves as the Northern Regional Assistant Manager. Dusty in devoted to his family and is an active outdoorsman.

Jake Hunt has been with PLM since 2004. Jake became a certified applicator in 2006 working primarily in PLM's pond division. In 2009 Jake became the Fountain and Aeration Manager overseeing all fountain purchases, repairs and installations. In 2013, Jake, took on an additional role as the Pond Operations Manager. As the Pond Operations Manager, Jake organizes the pond account schedule, along with many other day to day processes. Jake is an avid outdoor enthusiast enjoying camping, fishing, boating and snowmobiling.

Nate Karsten began his career with PLM in 2002 and became a certified applicator, treating lakes and ponds for nuisance weeds and algae. While working full time he attended Grand Valley State University where he graduated with a Bachelor of Science degree in Environmental Biology in 2007. Nate now serves as the Southern Regional Assistant Manager where he oversees a variety of projects. Nate spearheaded the planning and implementation of the first Zebra Mussel treatment conducted in the State of Michigan. Nate is also a high school water polo official with the Michigan Water Polo Association. While not at work, Nate enjoys spending time with his wife and daughters and is an avid recreational boater.

James Scherer graduated from Lansing Community College (LCC) with an Associated Degree in Environmental Science in 2009. While attending LCC he worked for the Department of Environmental Quality- Air Quality Division (AQD), where he helped oversee a variety of programs including asbestos abatement permitting program. James also acquired an internship at the DEQ in the Water Bureau Division in 2008. While an intern for the DEQ he took part in waste contaminations sampling, nutrient load collection, and fisheries surveys on the Kalamazoo, and Huron Rivers. In 2010 James joined the PLM Eastern Division and soon after became the Eastern Assistant Manager, where he oversees pond accounts and helps manage lake accounts. James is a dedicated family man and avid steelhead fisherman.

Casey Shoaff began working with PLM in 2015 after graduating from Cornerstone University with a Bachelor of Science degree in Environmental Biology. Casey is a certified aquatic applicator and works within our Northern office as an Assistant Manager. Casey has worked with the AuSable Institute doing water quality monitoring as well as macro invertebrate identification as well as working with the MI DNR in the wildlife division. Casey enjoys the outdoors, hunting and fishing, as well as spending time with his wife and dog.



PLM Lake & Land Management Employee Certifications by Michigan Department of Agriculture.

Name	PLM Location	Certification #	Certification Expiration	~Initial Certification Date
Salvatore Adams	Ewart	C003130361	2019	2013
Jason Broekstra	Alto	C003960201	2020	1996
Jaimee Conroy	Alto	C003000069	2021	1999
William D'Amico	Alto	C003150238	2021	2015
Jeff Fischer	Morrice	C007120330	2021	2011
BreAnne Grabill	Ewart	C003060277	2021	2006
Dustin Grabill	Ewart	C003070347	2019	2007
Steve Hanson	Morrice	C 006020298	2020	2002
Kyle Heath	Ewart	C002160164	2019	2016
Jacob Hunt	Alto	C003060216	2018	2006
Jacob Irons	Alto	C001180670	2021	2018
Nate Karsten	Alto	C003030290	2021	2003
Adam Kehr	Ewart	C003150372	2019	2017
Shannon Leifker	Ewart	C002160133	2019	2016
Casey Mohr	Alto	C003170474	2020	2017
Michael Pichla	Alto	C003140297	2020	2017
Carly Pieri	Alto	C001180494	2021	2018
Cameron Robinson	Alto	C003170475	2020	2017
Ben Schermerhorn	Ewart	C003140356	2020	2014
James Scherer	Morrice	C006100412	2019	2010
Jon (Casey) Shoaff	Ewart	C002150071	2021	2015
Lucas Slagel	Alto	C005050338	2020	2005
Jeff Tolan	Alto	C003960255	2020	1996
Andy Tomaszewski	Alto	C003010324	2019	2001
Dennis VanGessel	Morrice	C003150254	2021	2015
Andrew Weinberg	Alto	C002170187	2020	2017



Technical Equipment - Michigan

Boats and Application Equipment: 10 Airboats (16-22 Ft)(2 new 2017 EPA compliant 16'), 6 (19Ft) Carolina Skiffs, 3 (21Ft) Carolina Skiff, 2 (16Ft) Carolina Skiffs, 9 (14Ft) Carolina Skiffs. Equipment is maintained/restored on an as needed basis. 1 -2 new boats are purchased each year.

All boats are equipped with 5Hp pump systems for surface/subsurface applications of aqueous herbicides. The airboats and larger skiffs are equipped with spreader mounts and electrical connections for granular herbicide applications.

We have 16 boat mount spreaders for granular herbicide applications, such as 2,4-D/Triclopyr, and several backpack and hand held herbicide sprayers for smaller applications. All boats and equipment older than five years have had upgrades and rebuilding as necessary. Trailers are also MDOT approved on an annual basis.

GPS and Injections Metering Systems: 2 GPS injection-metering systems for liquid application and/or granular products. 10 combination depth/GPS units. 10 Differential mapping Global Positioning (dGPS) receivers

Trucks: 26 4x4 trucks ranging from 1/2 to 1 ton with enclosed truck beds for on site herbicide storage. Years of trucks range from 2006 thru 2019 (5 new 2019 vehicles).

Spill kits containing supplies to soak up, contain and remove herbicides are in all vehicles. Eyewash safety kits are available on site at all times.

Aquatic Plant Harvesters: 1 Aquarius Harvester

Mechanical harvesters use biodegradable hydraulic fluid that is environmentally safe if a spill occurred. Any other spill would be addressed based on the standards set by the Michigan Department of Agriculture.

Land Based Equipment:

1 Arctic Cat 4x4 Tracked UTV with 50 gallon spray system

1 Terra Track vehicle with 50 gallon spray system

1 Argo 8x8 amphibious vehicle with 50 gallon spray system

2 Honda Rancher 4x4 ATVs with 30 gallon spray systems

2 Back of Truck 50 gallon spray systems

12 Solo backpack sprayers, 12 Handheld 1/2 to 2 gallon spray units, Wick sticks and swiping mitts

2 Stihl chainsaws, 1 Stihl weed whip with brush blade, 1 commercial grade brush hog

Field Survey Equipment:

12 Differential mapping Global positioning (dGPS) receivers

2 Eagle combination Depth/ Global Positioning (GPS) units

3 Hummingbird combination Depth/ Global Positioning (GPS) units

10 Lowrance HDS-5 Depth/ Global Positioning (GPS) unit, 4 with side-scan technology

4 YSI multiparameter water quality meters

Water and sediment sampling equipment

Laboratory Equipment: Compound microscope and wet chemistry laboratory capabilities.

Mapping/CAD capabilities: BioBase, Auto Cad 2000 LT software, ArcMap, Global Mapper, planimeter.

Safety Equipment: All applicators are equipped with, and required to wear, personal protective equipment, including chemical suits, gloves and goggles. First aid kits and eye wash kits are kept on-site at all times. A minimum of two U.S. Coast Guard approved floatation devices (Kent) and one fire extinguisher is present on each boat.

MSDS Sheets Located in Every PLM Truck: Aqua Pro, Aquathol K, Hydrothol 191, Clipper, Komeen, Komeen Crystal, Nautique, Navigate, Navitrol, Navitrol OTF, Renovate 3, Renovate OTF, Renovate Max G, Sculpin G, Tribune, Reward, Habitat, Copper Sulfate, Cutrine Plus-Ultra, Captain- XTR, Alonglife, Cygnet Plus, PLM Blue, Cygnet Select, Poly An.

License No: 780011
Issue Date: 10/29/2018
Expiration: 12/31/2019

PI-079 (07/03)

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

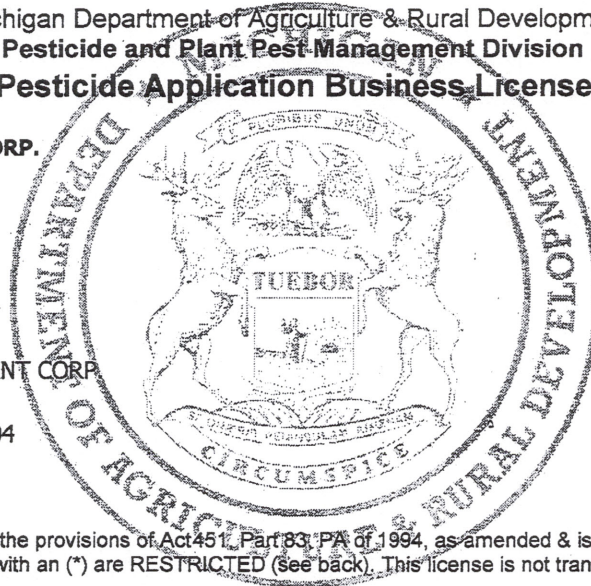
Issued To:

PLM LAKE & LAND MANAGEMENT CORP.

10785 BENNETT DR
MORRICE, MI 48857-
Category(ies): 5, 6
Mailing Address:

PLM LAKE & LAND MANAGEMENT CORP

1042 N MILFORD RD SUITE 104
MILFORD, MI 48381-



PAB

GORDON WENK

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 (see back). This license is not transferable.



CITY OF NOVI
PHRAGMITES REMOVAL PROJECT
BID NOTICE

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

IMPORTANT DATES

Bid Issue Date	June 27, 2019
Last Date for Questions	Wednesday, July 10, 2019 by 12:00 pm 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, July 17, 2019 by 2:00 pm Uploaded to www.mitn.info

DESCRIPTION:

The City of Novi is seeking bids for removal of *Phragmites australis* at various locations in the City including, but not limited to, rights-of-way, City parks, and City storm water detention basins.

This solicitation, along with all attachments, may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Any and all addenda issue by the City of Novi must be viewed or downloaded from the above listed site. Award results will also be posted on the website.

INSTRUCTIONS TO BIDDERS

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

Proposals must be uploaded to the MITN (www.mitn.info) website by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the bidder respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

For assistance on uploading documents, contact MITN directly at (800) 835-4603.

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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

To be considered, bids must be uploaded to the MITN website (www.mitn.info) on or before the specified time and date. There will be no exceptions to this requirement. The MITN website will not accept late bids. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices 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.

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.

CONSIDERATION OF BIDS

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

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

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

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive,

and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

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

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

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

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

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

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, but not limited to, rights-of-way, City parks, and City storm water detention basins. Refer to Attachment D for a list of specific locations. A separate document (Exhibit 1) includes maps with locations indicated in brown/red.

SCOPE OF WORK

It is the City's intent to treat all areas on the attached list, which is to be used for formulating the bid, but reserves the right to add or eliminate any area(s) at its discretion. Contractors are encouraged to visit the sites within 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.

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 2019. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed in 2020 and in 2021 (in one year increments) for the follow up treatments.

CONTRACTOR RESPONSIBILITIES

1. Remove Phragmites for all populations listed on the attached list and aerial maps using a combination of hand-wicking, back-pack spraying or other methods which may be approved by the City of Novi. Complete eradication of the populations is the expectation of the project. Should a population be large enough and/or dense enough to make 100% removal an unreasonable expectation, please note that in your bid, with your removal target for that population (i.e. 2 years, 3 years) and what percentage of removal could be expected for the population in year 1, 2 and 3.
2. Visible dye is used for all herbicide applications to make immediate verification of the treatments possible.

3. Treatment should be based on what would be the most effective method for a population. Consideration of surrounding vegetation that may be impacted by the chemicals used must be given.
4. Treatments will occur between July and early October (first hard frost)
5. Should cutting or burning of dead vegetation be recommended for certain populations, these services will be considered an addition to the contract. These areas will be determined after the contract is awarded and done only upon approval by the City's Landscape Architect. Separate pricing is requested for these services.
6. 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.
7. The Contractor will be responsible for obtaining permits for Work within a right-of-way from the City of Novi. The City of Novi will waive the cost of the Novi permit.
8. Contractor is not required to obtain a permit from Oakland County for work within a right-of-way under the jurisdiction of the Road Commission for Oakland County (RCOC). However, Contractor will be required to submit a "Start of Work Application" with RCOC prior to start of the project. See sample form labeled "Attachment B". Oakland County 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.
9. Awarded contractor must file all required reports and data files with MEGL and/or MISIN at the end of the season and provide copies to the City of Novi.
10. Contractor shall provide copies of the shape files to the City of Novi in ArcGIS format compatible with the city's systems.
11. Contractor shall provide one training session for 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.
12. 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 herbicide applications, including the chemicals to be used (see below for more requirements related to the chemicals to be used) by site.
13. If burns are required, 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.

14. 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.
15. 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. If work will be done in City Parks, the Director of Parks, Recreation and Cultural Services shall also be alerted to the work to be done the next day.
16. The contractor shall send an e-mail to Rick Meader at rmeader@cityofnovi.org no later than 9:00 a.m. with a detailed list of all work done the previous day, using the Phragmites Removal Log (Attachment C). A map indicating the areas treated should be included with this. **It is very important that this notification is done in a timely manner so that City staff is able to inspect & confirm the work while the dye is still noticeable.** 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. If the City is unable to determine whether the work was completed, payment will be delayed until the treatment can be confirmed by visual evidence of the plants being affected by the herbicide.
17. 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.
18. 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>

ATTACHMENTS

- A. Insurance Requirements
- B. Road Commission Start of Work form
- C. Phragmites Removal Log form
- D. Phragmites locations list

EXHIBITS (SEPARATE DOCUMENT)

1. Location maps



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.