



**CITY OF NOVI CITY COUNCIL  
OCTOBER 12, 2020**

**SUBJECT:** Approval to award an invasive species removal contract to Monster Tree Service of West Bloomfield, the low bidder, in an amount of \$24,025.08.

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

<b>EXPENDITURE REQUIRED</b>	<b>\$ 24,025.08</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 25,000.00</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>209-000.00-939.110</b>

**BACKGROUND INFORMATION:** For the last four years, the City has been working to remove woody alien invasive species, such as buckthorn, honeysuckle and Autumn Olive, from city parks to improve the conditions of the natural habitats. The woody invasive trees and shrubs are primarily spread by birds, but once established, they can crowd and shade out native plant species by reseeding and spreading around the parent plants. Invasive plants end up blocking views of the parks from visitors and removing valuable food sources for wildlife. Most of the removals have been in Rotary Park, but this year staff is targeting Village Wood Lake Park and Ella Mae Power Park as there are increasing numbers of woody invasive plants on those sites. By removing them now, the problem of woody invasive species domination in the parks can be avoided.

Three bids were received and opened on September 10, 2020, following the public bid solicitation period. Monster Tree Service of West Bloomfield's bid is recommended as being in the best interest of the City as it is responsive and complies with all of the requirements of the bidding instructions. The bid tab is included in the packet.

The removals will occur between the award date and February 19, 2021. The contractor has indicated they will likely do the work this fall, so the treatments will have maximum effectiveness in permanently killing the cut trees and shrubs.

**RECOMMENDED ACTION:** Approval to award an invasive species removal contract to Monster Tree Service of West Bloomfield, the low bidder, in an amount of \$24,025.08.

# Ella Mae Power Park buckthorn patch



## MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 94 feet



Map Print Date:  
8/10/2020



**City of Novi**

45175 Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

# Village Wood Lake Park Buckthorn removal area



#### MAP INTERPRETATION NOTICE

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1 inch = 188 feet



Map Print Date:  
8/10/2020



City of Novi

45175 Ten Mile Rd  
Novi, MI 48375  
cityofnovi.org

**CITY OF NOVI  
 INVASIVE SPECIES REMOVAL  
 SEPTEMBER 10, 2pm**

<b>Company</b>	<b>B &amp; B Landscaping</b>	<b>Monster Tree Service</b>	<b>Owen Tree Service</b>
<b>Lump Sum</b>	\$74,000.00	\$24,025.08	\$31,350.00
<b>Number of Employees for Job</b>	8	4	3 - Tree Removal Team 1-2 - Herbicide Application
<b>Hrly Wages for Addtl' Work</b>	\$320/Hr for Team of 8	\$400/Hr	\$90/Man Hr - Tree Removal \$125/Man Hr - Herbicide Applicator
<b>Addendum Acknowledged</b>	Yes	Yes	Yes



## CITY OF NOVI

### INVASIVE SPECIES REMOVAL SPECIFICATIONS

#### **OVERVIEW**

The City of Novi wishes to hire a firm to remove woody invasive trees and bushes this fall/winter from two locations within the City of Novi, Ella Mae Power Park and Village Wood Lake Park (see the attached maps for park locations and areas for removal).

#### **SCOPE OF WORK**

The objective of the project is to completely remove the invasive woody material, except for the stumps, from areas of the parks identified by the city. Contractors are encouraged to visit both sites to get a good feel for the work involved. The contractor should contact Rick Meader at 248-735-5621 or e-mail [rmeader@cityofnovi.org](mailto:rmeader@cityofnovi.org) to ask any questions about site locations or arrange a walk-through of the project.

If the targeted work is completed under budget, there may be additional removal work that could be done in Rotary Park along the path leading southward from the tennis court parking lot. If you are interested in such work, please provide an hourly rate that would include cutting, application of chemicals to the cut stumps, and complete removal of the brush (no distribution of chips on the site is allowed if the brush is chipped on-site).

#### **TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The work may begin as soon as the contract is awarded and must be completed by **February 19, 2021**. Earlier than that is preferred, to reduce the chances of early thaw and early break of dormancy negatively impacting the effectiveness of the herbicides.

#### **PLANT MATERIAL TO BE REMOVED**

1. The material to be removed will primarily be buckthorn species but also may include bush honeysuckle, autumn olive, privet, multiflora rose and flowering pear. The boxelders in the specified areas are to remain.
2. The material ranges in diameter size from ¼" to 12". Much of the bigger material is multi-stem.
3. The larger trees to be removed will be marked with paint by the city, but the firm selected must be able to identify the species to be removed so accidental

removals don't occur, and so smaller material that should be removed can also be identified and removed without being painted.

4. In the Village Woods Lake Park, the clearing will be limited to within 25' from the south edge of the woods. If, after clearing the entire length of the identified area to the specified area, money remains in the budget for removal of invasive material deeper in the woods, that can be arranged after consultation with the city representatives, Rick Meader or Matt Turco.

### **REMOVAL REQUIREMENTS**

1. All removals are to be done with hand-held tools – ie no hydroaxes or other heavy machinery.
2. Stumps must be cut to 6" or less.
3. No stumps are to be ground out. The trees should be cut down and all stumps promptly treated with an herbicide to stop re-sprouting.
4. The choice of the herbicide to be used is up to you – either glyphosate or Triclopyr is recommended – with Triclopyr probably giving you some extra time flexibility. No herbicides containing Imazapyr or Imazapic may be used.
5. The herbicide needs to be applied by a licensed pesticide applicator, and dye must be included in the herbicide to verify which trunks/stems have been treated.
6. You are responsible for removing all material from the site. A chipper may be driven down the trail or path to decrease dragging time, but it must be removed from the trail each night,
7. All chips must be removed for disposal by you. The City does not want the chips and blowing them into the woods is not acceptable.
8. Any damage to the gravel road, path or park lawn must be repaired by you at no added expense to the City.
9. Daily inspections by City personnel will be made to check on the progress of the removals. Any questions related to removals can be directed to Rick Meader (248) 735-5621 or [rmeader@cityofnovi.org](mailto:rmeader@cityofnovi.org).

### **BID REQUIREMENTS**

The bid should include all expenses related to the project:

1. Equipment – saws, fuel, chipper and chip trailer
2. Chemicals for stump treatment and applicator tools
3. Contractor must be a licensed applicator and hold all appropriate Pesticide Application Licenses – please provide a copy of licenses for all appropriate personnel.

ORIGINAL



CITY OF NOVI  
INVASIVE SPECIES REMOVAL

BID FORM

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

- A. Lump Sum \$ 24,025.08
- B. Number of People Working the Job 4
- C. Hourly Wages for Work Outside of Bid Scope \$ 400.00  
(Total for team to be used for cutting, treating and brush removal)

We acknowledge receipt of the following Addenda: Addendum number one  
(please indicate numbers)

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

None

COMMENTS: none

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

Company \_\_\_\_\_  
Address 2196 Silver Maple Dr. Milford 48380  
Phone 248-775-9981 Contact name Jennifer Sigety

Company \_\_\_\_\_  
Address 2988 Stone meadow Dr Milford 48380  
Phone 248-789-0940 Contact name Tammy Belanger

Company \_\_\_\_\_  
Address 3412 Timberlake Dr. Walled Lake 48390  
Phone 231-755-8364 Contact name Ron Springer

**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) Three Corgi Inc. dba monster tree Service West Bloomfield

Address 855 North Hickory Ridge

City Highland State MI Zip 48357

Telephone 248-653-5940 <sup>cell</sup> 248-873-5531

Representative's Name Matthew Bennett

Representative's Title Arborist

Authorized Signature Matthew Bennett

E-mail mbennett@whymonster.com

Date 9/10/2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Derek Stein Agency LLC 212 W. Highland Rd, Ste #100 Highland MI 48357		<b>CONTACT NAME:</b> Colleen Conover <b>PHONE (A/C, No, Ext):</b> (248) 714-5200 <b>E-MAIL ADDRESS:</b> certs@dereksteinagency.com <b>FAX (A/C, No):</b> (248) 714-5210	
<b>INSURED</b> Three Corgi Inc Monster Tree Service Of West Bloomfield 855 N Hickory Ridge Rd Highland MI 48357		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Farm Bureau General Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 21547	

**COVERAGES****CERTIFICATE NUMBER: 4081****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP-3233400	02/10/2020	02/10/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP-3233402	02/10/2020	02/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			WCC-3233399	02/10/2020	02/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	U-3233402	02/10/2020	02/10/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

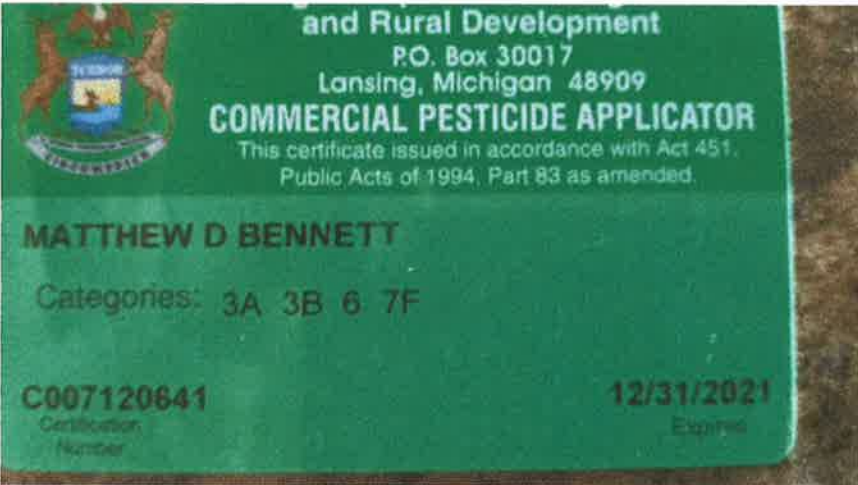
For Bid Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attached are copies of our licenses for the person who will be responsible for the work performed.





**Monster Tree Service of West Bloomfield**  
 855 North Hickory Ridge Road  
 Highland MI 48537

**Proposal #193**  
 Created: 09/09/2020  
 From: Matthew Bennett

**Proposal For**

City of Novi  
 45175 Ten mile road  
 Novi, MI 48375

**Location**

45175 W 10 Mile Rd  
 Novi, MI 48375

45175 W 10 Mile Rd 48375

**Terms**  
 Due on receipt

ITEM DESCRIPTION	AMOUNT
<b>1) Tree Take Down (With wood removal)</b> Number: Multiple Species: Buckthorn, bush honeysuckle, autumn olive, privet, multiflora rose and flowering pear Location: Locations outlined in attached maps Notes: All debris will be removed daily Method: Trees listed will be dismantled and taken down to ground level as close to grade as possible, all wood will be removed from site.	<b>\$ 21,600.00</b>

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

<b>SUBTOTAL</b>	<b>\$ 21,600.00</b>
<b>SALES TAX</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 21,600.00</b>

**Signature**

x

Date:

Please sign here to accept the terms and conditions

**Assigned To**

Matthew Bennett  
 Office: 248-653-5943  
 Mobile: 248-873-5531  
[mbennett@whymonster.com](mailto:mbennett@whymonster.com)

**Sales Reps**

Matthew Bennett  
 Office: 248-653-5943  
 Mobile: 248-873-5531  
[mbennett@whymonster.com](mailto:mbennett@whymonster.com)



**Monster Tree Service of West Bloomfield**  
 855 North Hickory Ridge Road  
 Highland MI 48537

**Proposal #194**  
 Created: 09/09/2020  
 From: Matthew Bennett

**Proposal For**

City of Novi  
 45175 Ten mile road  
 Novi, MI 48375

**Location**

45175 W 10 Mile Rd  
 Novi, MI 48375

45175 W 10 Mile Rd 48375

**Terms**  
 Due on receipt

ITEM DESCRIPTION	AMOUNT
<b>1) Stump Treatment</b> An application of a systemic product to stumps or invasive trees which reduces the likelihood of resprouting after tree removal. Number of trees: Multiple Species: Buckthorn, honeysuckle, autumn olive, privet, multiflora rose and flowering pear. Location: Outlined In attached maps	<b>\$ 2,425.08</b>

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

<b>SUBTOTAL</b>	<b>\$ 2,425.08</b>
<b>SALES TAX</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 2,425.08</b>

**Signature**

x

Date:

Please sign here to accept the terms and conditions

**Assigned To**

Matthew Bennett  
 Office: 248-653-5943  
 Mobile: 248-873-5531  
[mbennett@whymonster.com](mailto:mbennett@whymonster.com)

**Sales Reps**

Matthew Bennett  
 Office: 248-653-5943  
 Mobile: 248-873-5531  
[mbennett@whymonster.com](mailto:mbennett@whymonster.com)

## **MONSTER TREE SERVICE TERMS AND CONDITIONS**

1. By signing or emailing your consent, you indicate that you have read this entire form and agree to have Monster Tree Service of West Bloomfield perform the work described above for the price(s) listed. You agree to all terms and conditions of this agreement.
2. The information on this form represents the entire agreement between you and Monster Tree Service of West Bloomfield. No verbal agreements between you and Monster Tree Service of West Bloomfield or its agents and representatives, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed and only in the manner described in this agreement.
3. These terms and conditions are superseded only by notes indicating otherwise on this form.
4. Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice to crew arrival.
5. Unless otherwise noted, all brush and wood resulting from the work in the agreement will be removed from the property.
6. Unless otherwise noted, there is not to be any stump grinding
7. Unless otherwise noted, flushed stumps will be left no higher than 6" from the highest point of the surrounding grade.
8. Surface marks may occur when brush is removed. Such surface marks do not constitute damage to property, for example, fences, gates, gate posts and/or exterior surfaces. Monster Tree Service of West Bloomfield is not responsible to repair or replace surface marks caused in the normal course of service.
9. Changes to this agreement requested by you or your agent after crew arrival to our property are subject to approval by the office or Arborist, may require additional charges, and must be made in writing.
10. Any discrepancies in the work of this agreement or complaints related to the work must be reported, in writing, to Monster Tree Service of West Bloomfield within 72 hours of the work being performed. Failure to notify Monster Tree Service of West Bloomfield in writing within 72 hours of the work being performed is your confirmation that the work was completed to your satisfaction.
11. In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Monster Tree Service of West Bloomfield to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.
12. In the event of damage to property, other than as described in this agreement, you agree to grant Monster Tree Service of West Bloomfield the right to repair the damage or hire contractors of its choosing to conduct the repairs. Monster Tree Service of West Bloomfield is responsible only for repairs to the damaged piece of property and will not be responsible for replacement of anything beyond the damaged piece of property. No damage claim will arise exceeding the total amount of the proposal.
13. Payment in full is expected immediately upon completion of work and receipt of your final invoice. Interest of 2% per month will be charged to your invoice every 30 days after your invoice is due, unless prior payment arrangements have been made in writing. There will be a \$50.00 administrative fee for each partial payment made on any invoice, unless prior payment arrangements have been made in writing. A credit card convenience fee of 3.0% will be added for any credit card payment made to Monster Tree Service of West Bloomfield.
14. You acknowledge that Monster Tree Service of West Bloomfield may report nonpayment to credit agencies.
15. You are responsible for ensuring that any underground utility line or equipment are properly identified and marked prior to any digging conducted by Monster Tree Service of West Bloomfield. These items may include, but are not limited to, invisible fencing, irrigation, landscape lighting or any other underground wiring or underground pipes or services.

## **PLANT HEALTH CARE/LAWN ADDITIONAL TERMS AND CONDITIONS**

1. NO ARRIVAL NOTICE UNLESS REQUESTED - Timing of Plant Health Care services depends on many factors, including but not limited to weather conditions such as rain, wind, and temperature. To make our operations efficient, Monster Tree Service of West Bloomfield schedules jobs the day they are performed according to weather conditions and other factors. Consequently, your PHC technician may come to perform your work without calling first. Your acceptance of this agreement indicates you are ready to have the work performed at the appropriate application time and do not need prior notice of arrival. If prior notice is desired, please let us know; we are happy to make a courtesy call in advance. We respectfully request that you inform us in advance if there are factors you are aware of that may prevent us from performing the work at our convenience, such as physical barriers (e.g. locked fences), dogs in your backyard, etc.

2. RENEWALS - Some Plant Health Care services must be performed yearly, or once every two or three years, to achieve desired and ongoing results. Your Arborist will contact you in the winter to inform you of our intent to renew such services in the coming season to maintain a steady standard of care for your trees and shrubs. If you do not inform us you wish to cancel, we may arrive at your property to perform the services without further notice to ensure your trees and shrubs are adequately cared for within the appropriate treatment window. We request that you be proactive about cancelling any services you do not want repeated in subsequent years so we do not perform unwanted work on your behalf.

3. ENTIRE AGREEMENT - The information on this form represents the entire agreement between you and Monster Tree Service of West Bloomfield. No verbal agreements, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed, and only in the way described in this agreement.

4. CHANGES TO WORK ORDER - Changes to this agreement requested by you or your agent after crew arrival to your property are subject to approval by the crew foreman or Arborist (listed on this agreement), may require additional charges, and must be made in writing. Reductions to the invoice due to canceling part of the work are at the discretion of Monster Tree Service of West Bloomfield.

5. PAYMENT DUE - Payment in full is expected immediately upon completion of the work or on the date stated on the invoice, whichever is later. Interest of 2% per month will be charged to your invoice each 30 days your invoice is past due, unless prior payment arrangements have been made in writing. Any payment not made before the next application will cause delay in your PHC/ Lawn program and therefore, an interruption program scheduling according to best practices.

6. COSTS - You agree to pay all court costs, attorney's fees, collections costs, or additional sums incurred by Monster Tree Service of West Bloomfield if your invoice is more than 30 days past due.



**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**  
**INVASIVE SPECIES REMOVAL**  
**ADDENDUM #1**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda description and three (3) pages of maps highlighting areas to be included in the bid.

**CLARIFICATIONS:**

***Ella Mae Power Park:*** *The area marked in the RFP was approximate. A question regarding its location was posed, showing where the potential bidder located it, in red on the attached map. Only the area highlighted in orange/red is to be managed in Ella Mae Power Park as part of this bid. Nothing is to be done in the population on the east side of the park, near the residences.*

***Village Woods Lake Park:*** *None of the buckthorn or other invasive species are to be removed from the area along the lakeshore. This bid only covers the area highlighted in the RFP, extending 20 feet from the mowed grass. At the west end, where the concrete culvert emerges from the ground, there is a small sign (pictured). Removals shall only extend 20 feet beyond the sign to the west and north of it, not south of it (toward the lake). Note: the brown branches were from an earlier foliar spray).*





***General note:*** *All large and small invasive trees and sprouts are to be removed and chemically treated in the areas indicated. Foliar spray can be used for small sprouts if desired. We recognize that not all of the buckthorn or other invasives in the parks will be removed with these projects. It is a first step. Bids should be restricted to the areas indicated, and if there is money left over, please indicate an hourly rate for possible removals in other parks, as described in the RFP.*

Tracey Marzonie  
Purchasing Department

# Ella Mae Power Park

BUCKTHORN AREAS  
Novi, MI

**Legend**

-  Bid zone- no buckthorn
-  Buckthorn matching size, north of bid zone
-  Ella Mae Power Park
-  Unmapped buckthorn



Ella Mae Power Park

Jonathan Dr

Highmeadow Dr



SPARK  
PLACE



SPANKZ  
PLACE

