

NILES CHARTER TOWNSHIP  
Proposal and Specifications for tree  
And stump removal and tree trimming

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received at the office of Niles Charter Township, 320 Bell Road, Niles, MI 49120 until 11:00 AM, Friday September 15, 2017 at which time and place they will be publicly opened and read aloud for the following: Tree and Stump Removal and Tree Trimming.

All bids will be tabulated by the Supervisor and Clerk and presented to the Trustees of Niles Charter Township at their next meeting, September 18, 2017.

All bids shall be signed in ink and sealed in an envelope with '2017 Tree and Stump Removal' written upon it and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of Niles Charter Township or from the Township website, [www.nilestwpmi.gov](http://www.nilestwpmi.gov).

Niles Charter Township reserves the right to accept any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Niles Charter Township.

By NILES CHARTER TOWNSHIP

James Stover  
James Ringler  
Terry Eull  
Richard Cooper  
Herschel Hoese  
Dan Pulaski, JR.  
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GENERAL SPECIFICATIONS

Niles Charter Township will provide a "Tree Removal Work Order" for each tree to be cut.

The Township will indicate on the work order if the abutting property owner wants or does not want the wood. If the property owner wants the wood from the tree or trees the Contractor will leave the wood. If the property owner does not want the wood the Contractor is responsible for removing all the wood from the work site.

Tree Removal or Tree Trimming **MUST** be completed within sixty (60) days of receipt of awarding the bid. Failure to comply with the sixty (60) day provision will result in loss of contract with Niles Charter Township.

Except as hereinafter provided by Supplemental Specifications or Special Provisions, the method and manner of performing the work and the quantities and qualities of materials to be furnished under this contract shall be in strict accordance with the Michigan Department of Transportation Standard Specifications for construction.

SUPPLEMENTAL SPECIFICATIONS

PROTECTION OF TRAFFIC AND THE WORK – Unless otherwise provided in the Special Provisions or by authorization, the Contractor shall furnish, erect and maintain all barricades, signs and incidental lighting in accordance with the requirements of the Standard Specifications and the Michigan Manual of Uniform Traffic Control Devices at each end of the project and at the intersections of all roads, streets and alleys. The costs involved will be considered incidental to the project.

SPECIAL PROVISIONS

In lieu of the Performance Bond and Lien Bond, the Township will withhold any payment until at least 50% of the work is completed, and payments for the remaining 50% of the contract work will be withheld until 100% of the work is satisfactorily completed.

Health and Safety Requirements – The Contractor shall comply with all Federal, State and local laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment and pollution controls. It shall be the Contractor's responsibility to protect, as reasonably necessary, the life and health of all personnel on the job, the safety and health of the public, and to protect property during the construction of the project.

Protection and Restoration of Property – The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Township may after 48 hours written notice to the Contractor proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

Land monuments and property corners shall not be moved or otherwise disturbed, except as directed by the Township Supervisor.

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1. Damage Liability and Insurance

The Contractor shall save harmless and indemnify Niles Charter Township against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

- (a) Workmen’s Compensation Insurance – The Contractor, prior to the execution of the contract, shall file a certification that he carries Workmen’s Compensation Insurance.
- (b) Bodily Injury and Property Damage – The Contractor, prior to execution of the contract, shall file with the Township copies of completed certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the Township, to afford protection against all claims for damage to public or private property, and injuries to persons arising out of and during the progress of the work, and its completion and where specified in the proposal to similar insurance to protect the owner of premises on or near which construction operations are to be performed.

- (i) Bodily Injury and Property Damage OTHER than automobile.

Unless otherwise specifically required by special provisions in the Proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury	Liability	Property Damage	Liability
Each Person	Each Occurrence	Each Occurrence	Aggregate
\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000

Such insurance shall include, but not be limited to, coverage for: (1) Underground to facilities due to drilling and excavating with mechanical equipment; and (b) Collapse or structural injury to structures due to excavations, tunneling, pipe driving and cofferdam work.

- (ii) Bodily Injury Liability and Property Damage Liability Automobiles – Unless Otherwise specifically required by provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury	Liability	Property Damage Liability
Each Person	Each Occurrence	Each Occurrence
\$1,000,000	\$1,000,000	\$1,000,000

The Contractor shall not cancel or reduce the coverage of any insurance required by the above without providing 30 Days Prior Written Notice to the Township. All such insurance must include an endorsement whereby the insurer shall agree to notify the Township immediately of any reduction by

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the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall NOT resume operations until new insurance is in force.

REMOVING TREES AND STUMPS

This work shall consist of removing trees or removing stumps where indicated and shall include cutting such trees, removing stumps and roots from the ground or chipping the stumps and properly disposing of the material.

Trees, stumps, roots and debris shall be removed and disposed of as follows:

The stump shall be removed by chipping to a depth of at least one foot below the finished ground surface. When the stump or stumps are removed by chipping, the wood chips from the chipping are to be removed and disposed of properly and the area where the stump has been removed is to be filled with topsoil. Grass seed is to be placed over the topsoil area.

Where feasible, the trees shall be felled toward the center of the area to be cleared, where trees cannot be felled without danger to traffic or injury to other trees, structures or property, they shall be cut down in sections.

Any trees or shrubs that are damaged by the Contractor's operations shall be repaired or replaced by the Contractor as directed by the Township.

When the wood is requested by the abutting property owner all timber shall be cut and piled outside of the right of way for use of the abutting property owner. The timber must be at least three (3)" in diameter and cut into 16" (sixteen inch) lengths. All other wood is the property of the Contractor and shall be disposed of at his expense. Where an abutting property owner does not want the wood, the timber will become the property of the Contractor and shall be disposed of at his expense.

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**BIDDING PROPOSAL**

**TREE AND STUMP REMOVAL AND TREE TRIMMING**

The undersigned having thoroughly familiarized himself/herself with the work site and the local condition affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposed to perform everything required and except as may be otherwise provided to furnish all the equipment labor, materials, necessary tools, expendable equipment and all utility transportation services necessary tools, expendable equipment and all utility transportation services necessary to complete in a workmanlike manner all the work required to property and adequately perform the work.

Name and Address of Bidder

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

In case the bidder is a co-partnership, each member must sign this proposal. In case the bidder is a Corporation this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.

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North of Florence Avenue and South of US12

	Leave Wood (Yes or No)
1309 Fairfield	
1321 Fairfield	
1325 Fairfield	
1329 Fairfield	
2260 S. 14 <sup>th</sup>	Yes (Garcia)
1409 Fairfield	
2269 Westfield	
2273 Westfield	
2281 Westfield	Yes (Ciesiolka)
2285 Westfield	
2301 Westfield	
2309 Westfield	
2282 Westfield	
2294 Westfield	
2289 S. 14 <sup>th</sup>	Yes (Douglass)
2325 S. 14 <sup>th</sup>	Yes (Kosarek)
2298 S. 14 <sup>th</sup>	
2322 S. 14 <sup>th</sup>	Yes (Bass)
1337 Fulkerson	
2301 Emerald	

Total of sub-bid \$ \_\_\_\_\_

North of Yankee Street and South of Cass Street

	Leave Wood (Yes or No)
1701 Ferry	
1809 Ferry	
1738 Regent -faces 18 <sup>th</sup>	Yes (Preston)

Total of sub-bid \$ \_\_\_\_\_

North of East Main Street and South of Yankee Street

	Leave Wood (Yes or No)
2033 Lewis Drive	Yes (Keller)
2127 Lewis Drive	
2113 Miller Drive	
2406 Rebecca Lane	

Total of sub-bid \$ \_\_\_\_\_

Signed \_\_\_\_\_

Total of bid \$ \_\_\_\_\_

Tree trimming Per Hour \$ \_\_\_\_\_

Date \_\_\_\_\_