

Invitation to Bid
Oak Tree Trimming at Oak Grove Cemetery
1055 Garden Road, Milford, Michigan
And
Oak Tree trimming at Milford Memorial Cemetery
1410 Wixom Trail, Milford, Michigan

November 29, 2017

Milford Township is seeking firm sealed bids for (*please read carefully*):

The trimming and weight reduction of (marked) **oak trees** in Blocks 1, 2, 3, 6, 7, 11 and 12 in Oak Grove Cemetery.

The trimming and weight reduction of all **oak trees** in Milford Memorial Cemetery.

Pruning Objective: to improve the health, structure, aesthetics and safety of the oak trees from rain, snow and wind storm damage.

Pruning Specifications:

- Class 1 – Fine Pruning, emphasizes on aesthetic considerations in addition to structural integrity.

Consisting of:

- Removal of dead, dying, diseased, decayed, interfering, obstructing and weak branches. Also, selective thinning to lessen wind resistance and weight and cut back long limbs.

Bid shall contain:

- Separate pricing for each block in Oak Grove;
- All trees in Milford Memorial Cemetery and;
- An all-inclusive price for the entire project.

Additional work specifications are as follows:

- The bidder shall not use climbing spikes, spurs or hooks.
- The bidder will cover and protect all grassy areas with plywood or mats.
- Large branches, limbs and stumps will not be dropped, each must be lowered by ropes or mechanical means.

- Bidder will protect all grave stones and grave decorations from damage in areas where work is to be done.
- All clean up relating to the scope of work must be performed including raking debris, chipping and removing all wood and debris from site.
- Work must be completed by **April 1, 2017**.

See cemetery maps, included with bid proposal packet

General Contract Terms Agreement must be signed and submitted with bid.

Current proof of insurance with coverage in the amount of \$1,000,000.00 must be submitted with bid proposal.

Sealed bid submittals, including proof of insurance and a signed General Contract Terms Agreement, should be clearly marked "Oak Grove Tree Trimming" and must be received in the Township Office no later than Thursday, December 14, 2017 at 4:30 pm. All bids will be opened and read at that time. No faxed or emailed bids shall be accepted. Late proposals will not be considered.

Approval of bids will be considered by the Township Board as an agenda item at their regular meeting on December 20, 2017.

Bids can be delivered or mailed to:

Holly Brandt, CMC
Township Clerk
1100 Atlantic Street
Milford, Michigan 48381

The Township reserves the right to waive all irregularities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed in the best interest of the Township.

Questions may be directed to Holly Brandt at the Township Office, 248 685-8731 or Linda Dagenhardt at 248 807-1204.

2017 Oak Tree Trimming Invitation to Bid List:

Big Guys Tree Service
6120 Ormond Road
White Lake, MI 48383

248 390-8988

Dawson's Tree Service
6220 Grass Lake Road
White Lake, MI 48383

248 887-5228

Linn's Tree Service
232 Stephen Street
Milford, MI 48381

248 974-7044

Maxon's Tree Service
P.O. Box 15
Highland, MI 48357

248 887-2190

Michigan Property Network, LLC
376 Beech Farm Circle, #1088
Highland, MI 48357

248 887-4339

Michigan Tree Technologies
1160 Brenner
Highland, MI 48357

248 887-5751

Quinlan Tree Service
P O Box 357
Milford, MI 48381

248 363-8500

MILFORD TOWNSHIP- GENERAL CONTRACT TERMS

1. The Bidder agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all building, zoning and/or land use permits applicable to the performance of this Contract.

2. This Contract shall commence upon approval from the Board of Trustees for the Charter Township of Milford, and shall be substantially complete by **April 1, 2017**. The Bidder agrees to complete all work required as described in this Contract on an expeditious schedule designed to meet time frames set forth by the Township. In the event substantial delays in the work occur, the Township shall undertake whatever reasonable steps are necessary to mitigate the effect of such delays.

3. The Bidder agrees that this Contract does not constitute, create, give rise to or otherwise recognize an ongoing or continuing agreement or relationship, partnership or formal business organization of any kind between the Township and the Contractor. The rights and obligations of the parties shall only be those expressly set forth herein.

4. The Bidder shall have the total responsibility for all its salaries, wages, bonuses, retirement, withholdings, and workman's compensation. This requirement includes responsibility for Bidder's occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by Bidder in the performance of the Contract.

5. The Township may withhold payment to the Bidder on account of, among other things: defective work not remedied; claims filed or reasonable evidence indicating the probable filing of claims; failure of the Bidder to make payments properly to subcontractors for material or labor; a reasonable doubt that the Contract can be completed for the unpaid balance of the Contract Price; and damage to the Township or another contractor. Payment may also be withheld until the Bidder has furnished satisfactory evidence to the Township that it has paid all claims of every nature. No payment shall be considered as acceptance of the work, or any portion thereof, prior to the final completion of the work.

6. The Bidder shall designate one individual responsible for direct communication with the Township and overall management of Bidder's work. The Bidder's representative shall meet with the Township Clerk on a periodic basis for the purpose of reviewing progress and securing necessary guidance in solving problems that may arise.

7. The Bidder shall, as soon as practicable after the signing of the Contract, notify the Township in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Township may object to as incompetent or unfit. If the Bidder shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and its officers and employees in all respects as if they were employees of the Bidder. The

Bidder shall not be in any manner thereby relieved from its obligation and liabilities under this Contract, and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Bidder.

8. The Bidder shall comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

9. The Bidder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees, contractors or consultants on the site and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Bidder or the Bidder's contractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the improvement of the site. Any damages or losses incurred in connection with improvement of the site, which are not insured under Bidder's insurance policies, shall be promptly addressed and remedied by the Bidder. The Township shall not be responsible for any such damages or losses.

10. The Bidder shall confine work at the site to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the site with materials or equipment. The Bidder shall remove from and about the Cemetery waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Bidder fails to clean up as provided in this Contract, the Township may do so and the cost thereof shall be charged to the Bidder. Final payment shall not be made by the Township to the Bidder until the site has been adequately cleaned.

11. The Bidder recognizes that the Township shall continue to occupy and use the site and/or the surrounding area, and the Bidder shall not unreasonably interfere with such use. Any use of the site or the surrounding area prior to completion of Bidder's work shall not constitute acceptance of work not complying with the requirements of this Contract.

12. The Bidder warrants to the Township that materials and equipment furnished under this Contract will be of good quality, the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Bidder's warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If further required by the Township, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

13. This Agreement may be terminated without cause by the Township upon ten (10) days written notice. In such case the Bidder shall be compensated by the Township for all labor and materials completed and installed prior to termination.

14. The Bidder shall be solely responsible for and shall indemnify, defend and hold harmless the Township, their agents, officers, officials and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, their employees, agents, officials and officers and for all other liabilities whatsoever, including related expenses and actual attorneys' fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of these services, or from any other acts or omissions of the Bidder, its employees, agents, contractors and consultants. The foregoing shall not be construed to be an agreement by the Bidder to indemnify the Township against liability resulting from any acts or omissions of the Township or its agents, officers, officials or employees.

15. The Bidder will be responsible for providing certificates of insurance to the Township, if such insurance is required by the Township, which establish that the Bidder, its employees, contractors and consultants have coverage for Workers' Compensation, General Liability, Motor Vehicle, Excess Liability and Professional Liability Insurance, as well as any other applicable insurance coverage. The insurance required by this section shall be written for not less than limits of liability acceptable to the Township. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of execution of this Contract and continue as such throughout the duration of the work. Certificates of insurance acceptable to the Township shall be filed with the Township prior to commencement of the work set forth by this Contract, and shall name the Township as an additional insured. Further, the certificates and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Township. Information concerning reduction of coverage on account of revised limits or paid claims, or both, shall be furnished by the Bidder to the Township with reasonable promptness.

Authorized Signature

Donald D. Green
Township Supervisor

Printed Name

Date

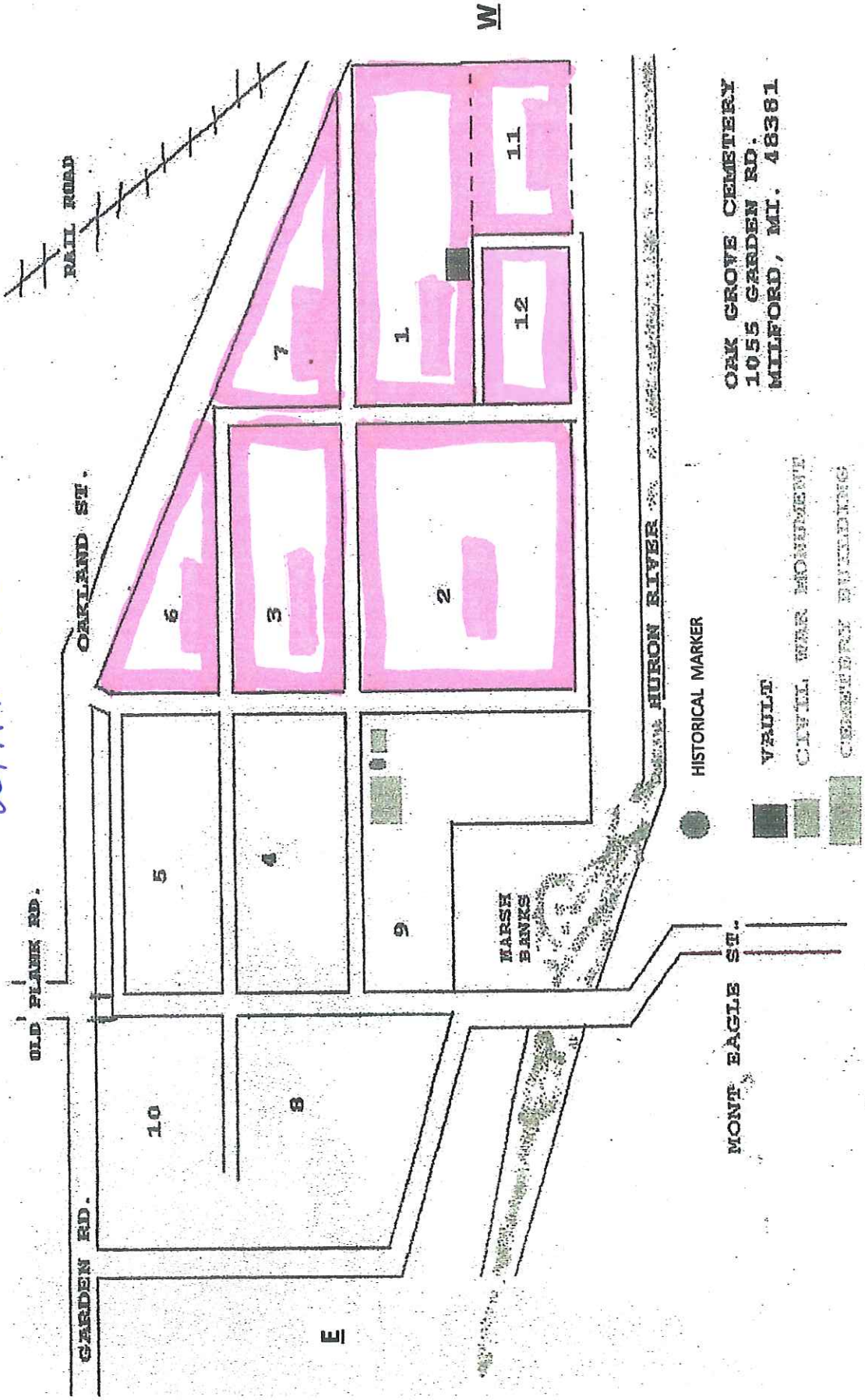
Date

Company Name

Charter Township of Milford
1100 Atlantic Street
Milford, Michigan 48381

Phone #

ALL MARKED OAK TREES
WITHIN INDICATED BLOCKS



OAK GROVE CEMETERY
1055 GARDEN RD.
MILFORD, MI. 48361

HISTORICAL MARKER

- VAULT
- CIVIL WAR MONUMENT
- CEMETERY BUILDING

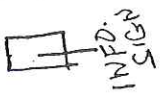
1 THRU 12 ARE BLOCK NUMBERS

N

ALL OAK TREES WITHIN MOWED
AREAS. BOTH INSIDE AND OUTSIDE
PERIMETER FENCE (IF APPLICABLE)

N ↑

MILFORD MEMORIAL CEMETARY



INFO SIGN



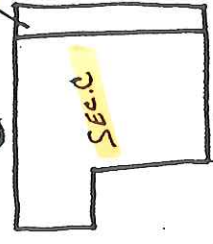
FLAP

SEC. E

SEC. B.

SEC. D

SEC. C



SEC. C

○ WATER
⊠ BENCH

APPX. 1/4" = 33'

