



Specifications and
Contract Documents
for
**Huron River Tree Trimming and
Removal Service**

Invitation to Bid No. 2024-10

Issued by:

Hamburg Township
10405 Merrill Rd., P.O. Box 157
Hamburg, MI 48139
Telephone: 810-231-1000

Release Date of RFP: July 29, 2024

Bid Deadline is 3:00 p.m., August 14, 2024

INVITATION TO BID

Hamburg Township is soliciting bids for the project entitled: "Huron River Tree Trimming & Removal Service" Bid No. 2024-10. Work consists of trimming and removal of fallen trees and drifting logs on an as needed basis along the Huron River located throughout Hamburg Township. Bid documents are available from the offices of Hamburg Township, 10405 Merrill Road, Whitmore Lake, Michigan and are also available in PDF format online at www.hamburg.mi.us.

TABLE OF CONTENTS

**HAMBURG TOWNSHIP
HURON RIVER TREE TRIMMING &
REMOVAL SERVICE**

CONTRACT DOCUMENTS

- INVITATION TO BID Page 4

- INSTRUCTIONS TO BIDDERS Page 5

- PROPOSAL..... Page 9

- DRAFT AGREEMENT Page 14

- GENERAL CONDITIONS AND BID SPECIFICATIONS..... Page 22

- APPENDIX A Page 26

**HAMBURG TOWNSHIP
HURON RIVER TREE TRIMMING & REMOVAL SERVICE
INVITATION TO BID**

PROJECT NAME: HURON RIVER TREE TRIMMING & REMOVAL SERVICE

BID NO: 2024-10

HTWP: HAMBURG TOWNSHIP

LOCATION OF PROJECT:

The project area for trimming and/or removal of “fallen trees / drifting logs” include waterways is the Huron River, located within Hamburg Township (HTWP) (see Maps in Appendix A). All locations shall be accessible using nearby public boat ramps or designated boat launching areas as selected by Hamburg Township.

SCOPE OF WORK:

The contract work includes all labor, materials and equipment to complete tree/ drifting log removals; including but not limited to cutting and placement of removed material.

RECEIPT OF BIDS:

Sealed bids in single copy for the work described herein shall be received until 3:00 p.m., August 14, 2024 at the Hamburg Township offices, 10405 Merrill Road, Whitmore Lake, Michigan 48189, at which time and place bids will be publicly opened and read aloud. ALL BIDS WHETHER HAND DELIVERED OR MAILED MUST BE AT SAID OFFICE BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. NO EXCEPTIONS.

One (1) completed, signed and notarized (as applicable) original and one (1) physical copy of the documents listed above are to be submitted by all Bidders.

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 1.1 The Bidder is required to examine carefully the site of the work and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Contract Documents.
- 1.2 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, and will have inspected the site of the work and will have read and be thoroughly familiar with the specifications and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should consider the possibility that conditions affecting the work to be done may differ from those indicated.
- 1.3 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by Hamburg Township.

2. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other bid documents will be made to any Contractor orally. Every request for such interpretations should be in writing addressed to *Patrick J. Hohl, Hamburg Township Supervisor, P.O. Box 157, Hamburg, MI 48139, or by e-mail to pathohl@hamburg.mi.us*. Requests must be received by 3:00 p.m., **Wednesday, August 14, 2024**. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be posted on the OWNER's website (www.hamburg.mi.us) not later than 12:00 p.m., Friday, **August 9, 2024**. Any addenda or interpretation requested by the Contractor to be express mailed will only be done at the Contractor's expense. Failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. PREPARATION OF BIDS

- 3.1 Bids must be submitted on the attached Proposal, which must not be detached from these Contract Documents. All applicable blank spaces to the project being bid in the Proposal must be typed or filled in legibly in ink. The Bidder shall specify the bid price for the work options under the Contract. Each bid must be submitted in a sealed opaque envelope

- bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted. Bids may be awarded for any one of the three options.
- 3.2 All prospective Bidders are advised that this project is not subject to the Michigan Sales Tax.
 - 3.3 Bidders must have a minimum of five (5) years' experience with tree cutting and removal, work on waterways is preferred.
 - 3.4 Contract will be for a three (3) year period beginning on August 21, 2024.
 - 3.5 All bidders shall complete the following form provided and submit it along with their bids:
 - A. Previous similar experience references

4. Contractor's Insurance Requirements

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Hamburg Township. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for bodily injury and property damage. Coverage shall include contractual liability and products and completed operations exposures.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability policies, as described above, shall include an endorsement stating Hamburg Township, their employees and board members, shall be named as ***Additional Insureds***. It is understood and agreed that by naming Hamburg Township as additional insured, coverage afforded is considered primary and any other insurance Hamburg Township may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to Hamburg Township.

Proof of Insurance Coverage: The Contractor shall provide Hamburg Township, at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

Renewal Certificates: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Hamburg Township at least ten (10) days prior to the expiration date.

5. RECEIPT AND OPENING OF BIDS

- 5.1. Hamburg Township may consider non-responsive any bid not prepared and submitted in accordance with these provisions and may waive any informalities or reject any and all bids.
- 5.2. Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form or Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.
- 5.3. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.
- 5.4. Hamburg Township reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:
 - A. Submission of more than one bid for the same work by an individual partnership, or corporation under the same or different names;
 - B. Evidence of collusion among Bidders;
 - C. Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.

6. ACCEPTANCE OF BID AND AWARD OF CONTRACT

6.1. An award of the contract will not be made until the necessary investigations of the responsibility of the low Bidders have been made. Unless all bids are rejected, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the township in Hamburg Township's sole discretion. Such award will be made, or all bids rejected, at the discretion of the Hamburg Township Board of Trustees.

6.2. When the Contract has been executed on the part of the TOWNSHIP, it shall be forwarded to the CONTRACTOR together with a notice from the TOWNSHIP to commence work. The notice to proceed will include the time for completion.

7. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

8. TIME OF COMPLETION

The work shall be completed as outlined in these documents.

9. INDEMNIFICATION

The Bidder agrees to indemnify and hold harmless the Township and its employees from all claims, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work to be contracted provided such claim, damage, loss, or expense; (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or any of their employees.

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PROPOSAL

TO: HAMBURG TOWNSHIP
10405 Merrill Road
Whitmore Lake, Michigan 48189

PROJECT: Huron River Tree Trimming & Removal Service

The undersigned CONTRACTOR hereby declares that the only person or persons interested in the bid as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that his bid is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The CONTRACTOR further declares that he has examined the site of the work and is familiar with the project area (waterways depicted in Appendix A for the tree trimming and removal) and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the submission of bids; and that he has satisfied himself relative to the work to be performed.

The CONTRACTOR proposes and agrees, if this bid is accepted, to contract with the TOWNSHIP as listed above, in the form specified for the Huron River Tree Trimming and Removal Service located in Hamburg Township, Michigan, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the plans, specifications, and contract documents, to the full and entire satisfaction of the TOWNSHIP or its representative.

The CONTRACTOR further proposes and agrees, upon written acceptance of this bid, to commence emergency service work under this contract within twenty-four (24) hours of the Notice to Proceed or within fourteen (14) consecutive calendar days for non-emergency work after the date contained in the written notice of award of the contract, and to be ready to complete work orders under this contract upon verbal notification.

The undersigned further agrees to execute (sign) the said contract within ten (10) consecutive calendar days after written notice being given of the award of the contract.

The Contractor:

- A. Acknowledges receipt of:
 - 1. Specifications and Contract Documents for the Huron River Tree Trimming and Removal Service, as prepared by Hamburg Township.

2. Addenda:

Number _____	Dated _____
Number _____	Dated _____
Number _____	Dated _____
Number _____	Dated _____
Number _____	Dated _____

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead by any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.
2. To enter into and execute a contract with the TOWNSHIP based upon the awarded Bid plus any or all additive Bid alternates, if awarded on the basis of this Bid.
3. To accomplish the work in accordance with the Contract Documents.
4. To begin work as outlined in this Proposal.

The bids shall cover all costs associated with this work and no additional compensation will be considered for adjustments to any quantities of work.

D. Bidder will complete the work (Tree Trimming and/or Removal) in accordance with the Contract Documents for the following prices in the following categories:

Mobilization fee for personnel only	\$ _____
Mobilization fee if watercraft needed	\$ _____
Hourly fee for personnel per person	\$ _____
Hourly fee for watercraft	\$ _____

The TOWNSHIP acknowledges that CONTRACTOR will have incremental increases in costs for the second and third years of the contract. Unit price adjustment for work authorized during subsequent years 2 and 3 of contract:

Year two percent increase	_____ %
Year three percent increase	_____ %

E. All bid items shall include all materials, fuel, equipment, labor, permits, surveys, miscellaneous costs of all types, overhead, profit for the items to be complete, in-place and ready for operation as shown and specified. Any item of work for which there is not a Bid item shall be considered incidental to the contract and the cost for such work shall be included in the unit prices.

NAME OF CONTRACTOR: _____

ADDRESS: _____

PROJECT MANAGER: _____

TITLE: _____ DATE: _____

OFFICE PHONE: _____ CELL PHONE: _____

E-MAIL ADDRESS: _____

The following is a complete list of all of the subcontractors to be used if the undersigned is awarded the contract for this project:

TYPE OF WORK
SUBCONTRACTOR

NAME AND ADDRESS FOR

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Rest of page intentionally blank)

PREVIOUS SIMILAR EXPERIENCE REFERENCES

The following previous similar experience references are furnished as examples of our capabilities and past performance. They may be freely contacted to confirm the following statements, and any other related information that will confirm our capabilities. (minimum = 1, maximum = 3 references)

1. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ EMAIL: _____

2. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____
Address: _____

Telephone: _____ EMAIL: _____

3. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____
Client Contact Person: _____
Address: _____

Telephone: _____ EMAIL: _____

(Rest of page intentionally blank)

Hamburg Township Huron River Tree Trimming & Removal Service Contract

Draft Agreement

This **AGREEMENT** is dated as of the _____ day of August, in the year 2024, by and between Hamburg Township, a Michigan general law Township (hereinafter called "OWNER"), with principal address at 10405 Merrill Road, Whitmore Lake, Michigan, and _____ (hereinafter called "CONTRACTOR"), with principal address at _____.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work:

CONTRACTOR shall complete all Work assigned in accordance with the Contract Documents and Notice to Proceed. The Work is generally described as follows:

- CONTRACTOR shall trim and/or remove trees, drifting logs and stumps from waterways in Hamburg Township as directed by the OWNER. All removed trees and stumps must be placed in an undeveloped site on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway.

The CONTRACTOR may place the trees and stumps on developed or improved parcels with the consent of the property owner. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away.

- The CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 24-hours of verbal Work Order by OWNER. CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task as directed by the TOWNSHIP. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning to continue working at the site until finished.

- The OWNER may designate some trees and stumps as hazardous but not an emergency and allow CONTRACTOR to wait until the next day to begin work.

Article 2. Independent Contractor:

The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative or agent of the OWNER.

Article 3. Project Manager and Notices:

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the Project Manager by U.S. mail, postage paid, to the parties' addresses as set forth below:

Project Manager for the OWNER: Patrick J. Hohl
Hamburg Township Supervisor
P.O. Box 157
Hamburg, MI 48139

Project Manager for CONTRACTOR: _____

Article 4. Contract Times:

All existing and/or previous contracts between the parties are terminated by OWNER, effective the date of execution of this Agreement. The period for this contracted work shall extend until midnight, thirty-six (36) months from the date of execution. The term of this Agreement may, by mutual consent of both parties evidenced in writing, be extended by twelve months for one (1) additional year, for a cumulative total of four (4) consecutive years.

Article 5. Contract Price:

OWNER shall pay CONTRACTOR for completion of the Work in accordance with an amount in current funds equal to the unit prices as indicated below.

Contract unit price will be as follows:

Mobilization fee for personnel only	\$ _____
Mobilization fee if watercraft needed	\$ _____
Hourly fee for personnel per person	\$ _____
Hourly fee for watercraft	\$ _____

The TOWNSHIP acknowledges that CONTRACTOR will have incremental increases in costs for the second and third years of the contract. Unit price adjustment for work authorized during subsequent years 2 and 3 of contract:

Year two percent increase	_____ %
Year three percent increase	_____ %

OWNER or owner's representative will utilize florescent spray paint to mark the location on the tree or stump where the cut is to be made. If the Owner is not able to mark a tree, then the OWNER will provide a photo showing where the cut will be made. This mark will separate the part to be removed. The remaining portion of the tree or stump that is on the bank or in the sediment outside of the navigation channel is to remain. Should the CONTRACTOR break this remaining portion free during work, the CONTRACTOR will be required to remove the loose remaining portion to prevent its movement into the navigation channel.

Article 6. Payment Procedures:

Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the OWNER an invoice for the actual services rendered based on Item units and quantities detailed under Article 5 above. The OWNER will review the invoice and work completed, and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time within which to make corrections. The OWNER will confirm all quantities. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the unit prices as indicated above.

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration in accordance with the Michigan Uniform Arbitration Act, Public Act 371 of 2012.

Article 7. Indemnification:

CONTRACTOR shall defend, save, indemnify and hold harmless the OWNER and its officers, agents and employees from any and all claims and demands, losses and expenses, including attorneys' fees whether or not litigation is commenced, including, but not limited to, compensation for injuries, sickness, death and/or property damages, including loss of use resulting therefrom, arising in whole or in part from, out of, under, or occurring because of intentional and/or negligent acts or omissions of action by CONTRACTOR, Subcontractor, and/or the CONTRACTOR's of Subcontractors' agents, servants, employees, invitees and/or assigns, in the performance or nonperformance of the provisions of this contract during the life hereof, and thereafter, as directly or indirectly connected with said contract.

Article 8. Insurance Requirement:

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Hamburg Township. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for bodily injury and property damage. Coverage shall include contractual liability and products and completed operations exposures.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability policies, as described above, shall include an endorsement stating Hamburg Township, their employees and board members, shall be named as ***Additional Insureds***. It is understood and agreed that by naming Hamburg Township as additional insured, coverage afforded is considered primary and any other insurance Hamburg Township may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to Hamburg Township.

Proof of Insurance Coverage: The Contractor shall provide Hamburg Township, at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

Renewal Certificates: If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Hamburg Township at least ten (10) days prior to the expiration date.

Article 9. Termination:

OWNER may at any time, give written notice to CONTRACTOR to terminate this agreement in whole or part, either for the OWNER'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations.

- 9.1 Upon receipt of such notice, CONTRACTOR shall:
 - (I) immediately discontinue all services affected (unless the notice directs otherwise).
 - (II) deliver to the OWNER all materials and other such information as may have been accumulated or produced by CONTRACTOR in the performance of this Agreement, whether completed or in process of completion.
- 9.2 If the termination is for the convenience of the OWNER, CONTRACTOR shall be paid compensation for services performed to the date of termination.
- 9.3 If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligation, the OWNER may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. CONTRACTOR shall not be liable for such additional costs beyond the control and without the fault or negligence of CONTRACTOR.
- 9.4 If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER.
- 9.5 The rights and remedies of the OWNER provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

Article 10. Release of Information:

The CONTRACTOR shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without prior approval and providing advance copies to the OWNER. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws (FOIA) set forth in Chapter 15, Michigan Statutes, the Freedom of Information Act.

Article 11. Subcontractors:

Nothing in this Agreement shall create, or be implied to create, any relationship between the OWNER and any subcontractor of CONTRACTOR.

Article 12. Third Party Beneficiaries:

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

Article 13. Modifications: This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

Article 14. Contractor's Representations:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 14.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the General Conditions and Specifications).
- 14.2 CONTRACTOR has visited representative site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 14.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 14.4 CONTRACTOR acknowledges that reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes.

CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to conditions, surface, subsurface or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at and contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 14.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to representative site(s), reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 14.6 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 14.7 CONTRACTOR warrants to the OWNER that it meets all necessary licensing, insurance and workers compensation requirements and that it files all state and federal payroll taxes as required by law.

Article 15. Miscellaneous:

- 15.1 Terms used in this Agreement, which are defined in the Specifications and Contract Documents for the Huron River Tree Trimming and Removal Service for Hamburg Township (hereinafter, alternatively, referred to as "General Requirements"), will have the meanings indicated in the General Requirements.
- 15.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 15.3 CONTRACTOR binds itself, its partner, successors, assigns and legal representatives to the OWNER, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 15.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 15.5 If the OWNER incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.

Article 16. Documents:

The following documents are attached and made a part of this Agreement: *Specifications and Contract Documents for the Huron River Tree Trimming & Removal Service for Hamburg Township* and any subsequent Memorandum of Understanding. In the event of a conflict, priority shall first be given to the language in the body of this Agreement, then to *Specifications and Contract Documents for the Huron River Tree Trimming & Removal Service for Hamburg Township*.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or their behalf. This Agreement will be effective on August 21, 2024 (which is the Effective Date of the Agreement).

OWNER:

Hamburg Township

WITNESS: _____

Print name: _____

By: Patrick J. Hohl, Supervisor

WITNESS: _____

Print name: _____

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by
_____ (name of person).

NOTARY SEAL:

Signature of Notary

Name of Notary Typed, Printed, or

Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CONTRACTOR:

NAME OF CONTRACTOR

WITNESS: _____ By: _____

Print name: _____
(Print Name)

WITNESS: _____

Print name: _____
(Title)

Date: _____

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by
_____ (name of person).

NOTARY SEAL:

Signature of Notary

Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

GENERAL CONDITIONS AND SPECIFICATIONS
HURON RIVER TREE TRIMMING & REMOVAL SERVICE HAMBURG
TOWNSHIP

1. The CONTRACTOR shall provide access to the TOWNSHIP's representative for the purposes of monitoring and recording the progress of the work for the duration of the project.
2. Any conflict between the scope of work, specifications, maps, and plan drawings shall be promptly identified by the CONTRACTOR to the TOWNSHIP's Representative for resolution at the TOWNSHIP's sole discretion.
3. Commencement, Prosecution, and Completion: Work under this contract will be managed through Work Orders. If any work is to be completed under an emergency nature, the TOWNSHIP will issue a verbal Work Order to the CONTRACTOR for specific projects. The TOWNSHIP will follow up with a written Work Order at the earliest possible opportunity, to include the types of Line Items to be performed, the estimated quantities and the time in which the project must be completed.

The CONTRACTOR must have a verbal Work Order before beginning work on any project. The TOWNSHIP's determination regarding the matter will be final. CONTRACTOR will review the Work Order before beginning work and will bring to the TOWNSHIP's attention any problems or discrepancies with the type or quantities of work to be performed. If during the prosecution of the project, the CONTRACTOR sees that an estimated quantity will be exceeded, it is the responsibility of the CONTRACTOR to notify the TOWNSHIP, and the CONTRACTOR must receive approval from the TOWNSHIP to exceed the estimated quantity. Once a Work Order is completed, the CONTRACTOR will notify the TOWNSHIP for inspection of the project.

CONTRACTOR and TOWNSHIP will agree on the final quantities and the CONTRACTOR will submit an invoice to the TOWNSHIP for the completed quantities. **Each invoice shall be accompanied with before and after photos of tree removal. Photos will be either tagged with the gps location or a photo of gps coordinates will also be provided.** In the event of a disagreement, the TOWNSHIP's determination regarding the matter will be final. If at any time, the contractor is unwilling or unable to perform work as required by the contract and issued through a Work Order, the TOWNSHIP may revoke a Work Order and/or issue it to another CONTRACTOR. Repeated such events may result in termination of the contract with CONTRACTOR.

4. CONTRACTOR shall remove trees and stumps from waterways in Hamburg Township as directed by the TOWNSHIP. All removed trees and stumps must be removed from the waterbody or moved to places in undeveloped sites on

the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. The CONTRACTOR may not place trees and stumps on developed or improved parcels without the consent of the property owner and the TOWNSHIP. Debris can only be placed at such locations if the CONTRACTOR returns to remove the material. It is not acceptable to simply cut the debris and let it sink, or to cut the debris and push it or tie it alongside the waterway. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away. In the case of an emergency, the CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 24 hours of verbal notification by TOWNSHIP. CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task in a timely manner. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning to continue working at the site until finished. The TOWNSHIP may designate some trees and stumps as hazardous but not an emergency and allow CONTRACTOR to wait until the next day to begin work.

5. All work must be initiated and completed with the time required by the work order. In the event the CONTRACTOR fails to adhere to the requirements of the Agreement and General Conditions and Specifications after issuance of the work order, the TOWNSHIP reserves the right to cancel and terminate the work order and/or terminate the Agreement, at the sole discretion of the TOWNSHIP.
6. Area Available to CONTRACTOR: The CONTRACTOR shall confine his storage and other activities related to the work to the area(s) designated by the TOWNSHIP. The CONTRACTOR will be responsible for coordinating any needed equipment. In addition, the CONTRACTOR shall provide his own site security.
7. Layout of Work: When a work order is issued, the CONTRACTOR's representative may meet on site with a representative of the TOWNSHIP to go over the limits of the project. The CONTRACTOR will take care not to damage the property outside the limits of the project.

8. Sanitary Facilities: If required by the CONTRACTOR, the CONTRACTOR shall provide and maintain temporary sanitary facilities within the limits of the project area during the time contract activities. The facilities shall be in accordance with local LIVINGSTON COUNTY Health Department ordinances.
9. Safety and Environmental Protection: The CONTRACTOR shall identify a full-time, on-the-job safety coordinator for the duration of the project. This safety coordinator shall work closely with the TOWNSHIP's representative to ensure compliance with all applicable regulatory agency and local regulations and that the project is completed in the safest possible manner. Any violation fees will be furnished by the CONTRACTOR. The CONTRACTOR will provide and maintain during the life of the contract, environmental protection as defined herein, and as stipulated in the regulatory permits. The CONTRACTOR will comply with all construction permit stipulations, as well as, with all federal, state, and local regulations pertaining to water, air, and noise pollution.
10. Navigation and Dredging Aids: The CONTRACTOR shall not remove, change, obstruct, damage, or make fast to any aid to navigation.
11. Payment: Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the TOWNSHIP an invoice for the actual services rendered based on Item units and quantities detailed under the Contract Price section of the Contract Document. **Each invoice shall be accompanied with before and after photos of tree removal. Photos will be either tagged with the gps location or a photo of gps coordinates will also be provided.** The TOWNSHIP will review the invoice and work completed and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time with which to make corrections. The TOWNSHIP will confirm all quantities. The TOWNSHIP will pay contractor for approved work invoices within thirty (30) days.
12. Equipment: The CONTRACTOR shall provide, operate, and maintain for the full duration of the project any equipment necessary to complete the work outlined in the Scope of Work. It is the CONTRACTOR's responsibility to determine the size of the equipment necessary, and any support equipment to complete the project. The CONTRACTOR shall provide all required Personal Protection Equipment (PPE) for their staff, and PPE will be worn at all times when on the job site.

Maintaining Navigational Safety: All waterways in the bid specifications are public and thus the CONTRACTOR shall maintain proper safeguards to preserve public safety. In the event that the CONTRACTOR wishes to close a waterway for a certain period of time, the CONTRACTOR shall be responsible for appropriate signage at the nearest location to the work and shall restrict access through the closed area appropriately. If it becomes necessary to close the waterway to navigation for an extended period due to an unforeseen hazard, the CONTRACTOR must notify the Hamburg Township Police Department Marine Patrol Unit immediately at (810) 231-9391 and the TOWNSHIP PROJECT MANAGER at (586) 663-2842.

APPENDIX A
WORK SERVICE AREAS
HTWP - CHAIN OF LAKES MAPS

HAMBURG TOWNSHIP
HURON RIVER CHAIN – MAP
Between Ore Lake and Zukey Lake
Map from web page: www.hamburg.mi.us



RECOMMENDED ACCESS POINTS / RAMPS ARE AS FOLLOWS:

Zukey Lake may be accessed using the Zukey Lake Marina located at 9653 Kress Road in Pinckney, Michigan.

The TOWNSHIP will also work with the CONTRACTOR to identify other locations that they may access the Huron River or other waterways as needed.