



VAN BUREN CHARTER TOWNSHIP

VAN BUREN TOWNSHIP 2023 TREE REMOVAL ON BELLEVILLE/TYLER TOWNSHIP OWNED PROPERTY

The Charter Township of Van Buren is seeking Requests for Proposals (RFP) for one-time tree removal services at a township owned property on the northwest corner of Tyler Road.

PROJECT DESCRIPTION

This RFP is issued by the Charter Township of Van Buren to obtain proposals for the removal of specified areas of trees that are located on Township owned property near the intersection of Belleville & Tyler roads. The bids should include costs related to the felling and removal of the trees and related debris, the grinding of all possible stumps, and the grubbing of the cleared areas.

BID REQUIREMENTS & INSTRUCTIONS

Your response to this request should include the following information:

1. Completed proposal form.
2. An estimated schedule of work.

As part of this response, you may provide an alternate quote for any additional items your firm wishes to offer to the scope of this effort. The firm selected should anticipate participating in Township meetings, presenting their proposed work to the staff and Township Board.

Please contact Ron Akers, Director of Municipal Services, at 734-699-8913 or rakers@vanburen-mi.org if you have any questions.

Bids must be received by Van Buren Township by 3:00 p.m. on Thursday July 6, 2023. Bids will be publicly opened at 3:00 p.m. on Thursday, July 6, 2023 in Van Buren Township Hall.

Bids must be enclosed in a sealed, non-transparent envelope or package addressed to:

Township Clerk's Office
ATTN: 2023 BELLEVILLE/TYLER TREE REMOVAL
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

BID REQUIREMENTS & INSTRUCTIONS CONTD.

- The Township reserves the right to amend the RFP prior to the RFP due date.
- The official source for the RFP and amendments is the Township website at www.vanburen-mi.org. No other source should be relied on for the official RFP documents. The posting will appear on bidnetdirect (MITN).
- Any RFP response must contain all information requested in the RFP.
- By submitting a response to the RFP, it is presumed that the RFP responder understands the RFP and the information requested.
- Any costs, of any kind, incurred by any responder relating to the RFP shall be borne solely by the responder.
- Any RFP response may be withdrawn in writing up to the due date as set forth herein.
- Any RFP response must be executed and dated by a person with full authority to bind the responder to the RFP response submitted.
- Any RFP response shall be deemed to be valid for one hundred eighty (180) days from the due date.
- The Township expressly reserves to reject any RFP response submitted for any reason. The Township reserves the right to negotiate separately with any responder to the RFP after the opening of the proposals.
- Any RFP response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq.
- Questions may be submitted via email to rakers@vanburen-mi.org. Questions shall be submitted by Wednesday, June 28, 2023. The questions will be answered by an issued addendum on or before Thursday, June 29, 2023.

SCOPE OF PROFESSIONAL SERVICES REQUIRED

1. Felling, removing, and hauling away all trees, vegetation and debris from trees located in the areas depicted below.
2. Grinding or removal all stumps.
3. Grubbing all areas where the trees were removed.
4. Contractor responsible for maintaining safe and proper worksite and traffic standards to allow for the safe flow of traffic to continue along Belleville Road & Tyler Road during work hours.
5. Care shall be exercised to not cause any damage to existing infrastructure. Any such damage will be the responsibility of the contractor to restore to pre-existing conditions.
6. Contractor shall complete work on or before September 30, 2023.

MAP OF PROJECT SITE

Please see attachment for project map.

CONTRACT/INSURANCE REQUIREMENTS

Please see the attached Charter Township of Van Buren Standard Contract Addendum for contracting and insurance requirements. A certificate of insurance with the Township listed as additional insured will be required prior to starting work and will need to be maintained for the duration of the project.



VAN BUREN CHARTER TOWNSHIP

VAN BUREN TOWNSHIP 2023 BELLEVILLE/TYLER TREE REMOVAL Proposal Form

FIRM CONTACT INFO	
Organization:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

PROPOSED FEES	
Base Bid:	

PROPOSED ALTERNATES: (OPTIONAL)
1.
2.
3.

By signing this proposal form, our firm acknowledges the insurance requirements stated herein and agrees to provide the necessary forms if awarded the contract.

Signed: _____

Dated: _____

Belleville/Tyler Tree Removal Areas





GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WARREN DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

January 18, 2022

VIA E-MAIL

Matthew Best
Van Buren Charter Township
46425 Tyler Road
Van Buren Township, Michigan 48111

Dear Matthew Best:

SUBJECT: Preapplication Meeting
MiWaters Site Name: 82-Belleville Rd & Tyler Rd NW-Van Buren Twp
Submission Number: HPA-2DBZ-CCPBW
T03S, R08E, Section 09, Van Buren Charter Township, Wayne County

This letter is a follow up to our September 30, 2021 onsite preapplication meeting regarding the proposed project in Van Buren Charter Township, Wayne County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting, we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

During the review of the project site, the Michigan Department of Environment, Great Lakes, and Energy's (EGLE) Water Resources Division (WRD) made the following findings regarding the need for a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the NREPA:

- ☐ A permit is required for the project as proposed.
- ☒ A permit is not required for the project as proposed.
- ☐ It cannot be determined whether a permit is required given the information presented at this time.

This determination is based on the enclosed conceptual site plan, along with other information provided at the time of this meeting only. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

Matthew Best
Van Buren Charter Township
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The EGLE submission number assigned to this project is HPA-2DBZ-CCPBW. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

We appreciate the opportunity to meet with you or your representative to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at RichardsonJ1@Michigan.gov; 248-763-1664; or EGLE, WRD, Warren District Office, 27700 Donald Court, Warren, Michigan 48092-2793.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Richardson". The signature is written in a cursive, flowing style.

Jeremy Richardson
Environmental Quality Analyst
Water Resources Division

Enclosure

cc/enc: Woody Held, Barr Engineering Company (via e-mail)
James Sallee, Barr Engineering Company (via e-mail)

Charter Township of Van Buren Standard Contract Addendum

1. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the TOWNSHIP and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

2. The parties understand and agree that the TOWNSHIP may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

3. This Contract is to be performed in Wayne County, Michigan, and all legal venue shall exclusively lie therein.

4. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

5. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.

6. This Contract shall be governed by and construed in accordance with the laws of Michigan.

7. Independent Contractor. The relationship of the CONTRACTOR to the TOWNSHIP is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

8. Waiver of Liability. The CONTRACTOR hereby waives any claim against the TOWNSHIP and agrees not to hold the TOWNSHIP liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the TOWNSHIP acting within the scope of their employment. It further agrees to hold the TOWNSHIP harmless from any such claim by its employees or associates.

9. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "TOWNSHIP" shall be deemed to include the Charter Township of Van Buren and all other associated, affiliated, allied or subsidiary entities, or

elected and appointed officials, board members, commissions, officers, directors, agents, representatives and employees.

10. The following Indemnification agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the TOWNSHIP and its elected and appointed officials, board members, commissions, officers, directors, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, attorney fees, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

11. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the TOWNSHIP in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the TOWNSHIP. All policies and certificates of insurance shall be approved by the TOWNSHIP prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or any material change in the policies, notice thereof shall be given to the TOWNSHIP by registered mail, return receipt requested. All such notices shall name the CONTRACTOR and identify the Contract number.

c. All property losses shall be made payable to and adjusted with the TOWNSHIP.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial

rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the TOWNSHIP.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the TOWNSHIP is named as an insured, shall not apply to the TOWNSHIP.

(2) The insurance companies issuing the policy or policies shall have no recourse against the TOWNSHIP (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The TOWNSHIP (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	1)	Comprehensive General Liability
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	2)	Automobile Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

(3) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the TOWNSHIP, the TOWNSHIP may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the TOWNSHIP.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the TOWNSHIP to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the TOWNSHIP, the CONTRACTOR shall upon notice to that effect from the TOWNSHIP promptly obtain a new policy, submit the same to the TOWNSHIP for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the TOWNSHIP, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The Charter Township of Van Buren, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the TOWNSHIP and within appointment of its operating budget, including the Charter Township of Van Buren, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the TOWNSHIP of Van Buren."

12. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the

existence of such conflict of interest, notify the TOWNSHIP in writing of the existence and nature of the said conflict of interest.

13. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the TOWNSHIP shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

15. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Contract.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or

position, and that breach of the covenant may be regarded as material breach of this Contract.

16. Not in Default to TOWNSHIP. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the TOWNSHIP, and that there are no unpaid taxes, real or personal, owed to the TOWNSHIP by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the TOWNSHIP and is in compliance with all Van Buren TOWNSHIP codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

17. American's With Disabilities Act Compliance. If this Contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including, but not limited to, 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

18. In accordance with the Iran Economic Sanctions Act, MCL 129.311, et. al., CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

19. The Contract and its attachments are the sole contract and agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2023

CONTRACTOR

By: _____
Print Name:
Its: _____

CHARTER TOWNSHIP OF VAN BUREN

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk