

**WHITEWATER TOWNSHIP**  
**ADVERTISEMENT FOR BIDS**

Whitewater Township is seeking the services of a qualified Arborist, Environmental Specialist, Conservation Scientist, or Forester to coordinate and oversee hazardous tree removal and pruning activities within the Lossie Road Nature Trail and the Battle Creek Natural Area. The complete bid packet can be found on the home page of the township website, [www.whitewatertownship.org](http://www.whitewatertownship.org), or may be obtained by contacting Township Clerk Cheryl Goss, [clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org), 231-267-5141 x24, or P.O. Box 159, Williamsburg, Michigan 49690. **Bids must be received no later than December 1, 2021.** Whitewater Township reserves the right to reject any or all bids.

## REQUEST FOR BID

Whitewater Township is seeking a qualified Arborist, Environmental Specialist, Conservation Scientist, or Forester (collectively, “Arborist”) to coordinate and oversee hazardous tree removal and pruning activities within the Lossie Road Nature Trail and the Battle Creek Natural Area of the Township. The Lossie Road Nature Trail is a wooded 3-mile narrow linear park featuring an established walking path between Cook Road and Skegemog Point Road. Battle Creek Natural Area is a unique recreational opportunity comprised of 255 acres of diverse wildlife habitat, open meadow, wetland, hiking trails, and one of the longest uninterrupted Elk Lake shorelines.

Due to a windstorm in August 2021, these parks suffered significant tree damage resulting in unsafe trail conditions and total park closures. As such, the Township seeks an Arborist to develop a hazardous tree inventory and subsequent hazardous tree mitigation plan.

The successful candidate will be required to undertake and complete several services in coordination and management of this project.

- 1) Identify the scope of work on either side of the trail centerlines and also near structures on the subject property (the “target area”) to sufficiently protect trails and structures.
- 2) Complete an inventory of hazardous trees within the target area.
- 3) Generate a map and list of all hazardous trees within the target area on the subject property. This document shall identify any tree with disease, particularly oak wilt, or used as habitat by the Northern Long-Eared Bat within the target area.
- 4) Develop a prioritized action plan for removal or pruning of hazardous trees in compliance with rules, regulations, or best practices designed to limit the spread of disease and maintain or improve bird/animal habitat.
- 5) Assist the Township with the development of a bidder’s document for selecting a contractor to execute the removal or pruning of trees.
- 6) Candidate shall disclose any conflicts of interest with the Contractor or the Township.
- 7) Oversee the Contractor during tree removal and mitigation activities.
- 8) Provide a letter of final completion certifying the trails are open to the public and that removal of trees was completed in accordance with best practices.

Any interested candidate should include in its response the following information:

- a) The candidate’s experience and skill related to hazardous tree identification, mitigation, and elimination.
- b) The candidate’s experience, if any, identifying and mitigating disease in forestry, particularly oak wilt.
- c) The candidate’s experience, if any, identifying and maintaining Northern Long-Eared Bat habitat.
- d) At least 3 references that can attest to the candidate’s experience and skill.
- e) The names of individuals who will work with the candidate, if any, to complete the work.

- f) Proof of adequate insurance to complete the work identified for hazardous tree identification and elimination.
- g) Any potential conflicts of interest with the Township.
- h) A proposed cost to complete the services identified.
- i) Certification that the candidate is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012.

Responses may be sent to:

Ron Popp, Supervisor  
Whitewater Township  
5777 Vinton Road  
P.O. Box 159  
Williamsburg, Michigan 49690

Phone: 231-267-5141 Ext. 23  
Email: [supervisor@whitewatertownship.org](mailto:supervisor@whitewatertownship.org)

Interested parties are asked to submit proposals and qualifications no later than December 1, 2021.

**Independent Contractor  
Hazardous Tree Inventory Agreement**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Whitewater Township, whose address is 5777 Vinton Road, P.O. Box 159, Williamsburg, Michigan 49690, (“Township”) and \_\_\_\_\_, an independent contractor (“Arborist”), whose address is \_\_\_\_\_.

**I. Scope of Services**

- A. The Arborist shall provide a Hazardous Tree Inventory with detailed map and the expertise to implement and manage a Hazardous Tree Mitigation project as needed, commencing the date this contract is signed, and completed by \_\_\_\_\_, 20\_\_.
- B. Arborist agrees to perform the services described below on the Lossie Road Nature Trail and Battle Creek Natural Area (collectively the “subject property”).
- C. On or before \_\_\_\_\_ 20\_\_, Arborist will complete an inventory of all hazardous trees on the subject property within 20 feet on either side of the centerline of trails or 20 feet from a structure (the “target area”) which may pose a danger to persons or property.
  - (1) The Township may modify parameters of the target area in consultation with, and as agreed to by, the Arborist. Any modification will be contained in a Change Order reflecting the change and any cost changes associated with the Change Order.
  - (2) Arborist shall provide a list and detailed map showing the location of all hazardous trees that may negatively impact the target area on the subject property.
  - (3) The document shall identify any tree within the target area used as nesting habitat for the Northern Long-Eared Bat or which has disease, including oak wilt.
- D. In consultation with the Township, Arborist will develop a plan for the removal, pruning, or other elimination of all inventoried hazardous trees.
  - (1) The plan will include disposal solutions for any trees or parts thereof.
  - (2) The plan shall minimize the spread of any disease.
  - (3) The plan shall mitigate the impact on Northern Long-Eared Bat habitat.
  - (4) The plan shall include providing easier access and use of the trail system without significant impact to the surrounding environment.
- E. The Arborist shall assist the Township with the development of a Request for Bids for selecting a contractor to execute the planned removal or pruning of trees created and identified by the Arborist.
  - (1) Arborist will be responsible for drafting the Request for Bids in accordance with Township policies and procedures, which the content of such Request for Bids shall be subject to the satisfaction of the Township.

- (2) In cooperation with the Township, the Request for Bids will be published, and sealed bids in response to the Request for Bids shall be received by the Township directly.
- (3) Arborist shall review the bids with the Township and offer consultation on selecting the contractor to execute the planned hazardous tree removal.
- (4) Under the Arborist's direction, the contractor selected for tree removal services shall be subject to a separate Removal Contract.

F. Arborist will provide administration of the Removal Contract.

- (1) Arborist shall provide oversight of the project, including compliance with the work specified in the Removal Contract. Arborist will have control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, in connection with the Removal Contract, or any other liability arising out of or in connection with the tree removal, including any environmental impacts or damages. The Arborist's review shall not relieve the contractor of its obligations under the Removal Contract.
- (2) Coordination and obtaining all necessary licenses and permits and approvals, including, but not limited to, environmental permits or inspections.
- (3) Arborist will ensure the contractor is performing the work as set forth in the Removal Contract and in a manner that satisfies the goals of the Township, with applicable best practices regarding certain environmental hazards in the area. Full time representation on-site is not required.
- (5) Arborist will attend, as necessary, any meetings at the request of the Township. Arborist will also keep the Township reasonably informed about the progress and quality of the portions of the work completed and report any deviations from the hazardous tree inventory or any defects and deficiencies observed in the work.
- (6) Arborist shall maintain records related to this Agreement and the Removal Contract and shall be responsible for all administrative coordination. Payment disbursements as required under the Removal Contract shall be the obligation of the Township. Based on the Arborist's observation of the work and evaluation of the contractor's applications for payment, the Arborist will review and certify the amounts due the contractor and will issue Certificates for Payment in such amounts as required by the Removal Contract.
- (7) Arborist shall provide insurance in accordance with this paragraph and ensure that Contractor is properly and fully insured.

G. On or before \_\_\_\_\_ 20\_\_, Arborist shall provide a Letter of Completion when the plan developed by the Arborist has been completed with respect to the subject properties, which shall note on the previous inventory completed all trees removed or substantially pruned at the conclusion of the work.

## **II. Fee**

The Township agrees to pay the Arborist \$\_\_\_\_\_ for the services on the subject property. The total sum agreed to above shall be paid in the following installments:

- (1) 1/2 upon completion of the map and inventory of all hazardous trees on the subject property.
- (2) 1/2 final payment made upon Township's inspection and acceptance of the Letter of Completion.

## **III. Other Provisions:**

- A. The Arborist is an independent contractor and not an employee of the Township.
- B. Arborist recognizes the hazardous nature of tree pruning and removal.
- C. Arborist shall disclose any conflict of interest with the Tree Removal Contractor or the Township, including but not limited to pecuniary interests, business relationships, or familial relationships with either the Tree Removal Contractor or the Township, or both. The Township shall review any disclosed conflict of interest and, in its sole discretion, determine if bids may be received from the conflicted Tree Removal Contractor or any other remedy which the Township determines to be in its best interest.
- D. The Arborist shall indemnify and hold the Township harmless from responsibility for the health, safety, conduct, and actions of the Arborist, its employees, agents, or subcontractors arising from or related to this Agreement or the Removal Contract, including but not limited to environmental damages, regulatory violations, including fines or fees arising therefrom; workmen's compensation insurance, property damage, general liability, and automobile liability. The Arborist agrees to indemnify the Township for all costs and actual attorney's fees associated with the above indemnification. The Arborist further acknowledges that certain trees may be located in close proximity to buildings, structures or personal property. Arborist shall be liable for any such property damaged during the elimination of hazardous trees.
- E. Arborist shall provide proof of the necessary insurance with coverage limits satisfactory to the Township, including commercial liability, general liability, automobile liability, and workmen's compensation insurance. Such insurance shall be in and remain in effect throughout the term of this agreement. Township shall be endorsed as an additional insured under the contract. Arborist shall file a copy of such policy showing the endorsement with the Township before starting any work under this agreement.
- F. Arborist shall abide by all applicable Township policies and procedures.

- G. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by certified mail, return receipt requested to the address first set forth above, or, alternatively, in writing and personally delivered to the party to whom it is intended.
- H. This instrument contains the entire agreement between the two parties relating to the rights herein granted and the obligations herein assumed, and is governed by the laws of the State of Michigan. Any oral representation or modifications of this agreement must be in writing and must be signed by both parties.
- I. This contract may not be assigned or transferred without the consent of the Township.
- J. The provisions of this contract are severable and should any provision of this contract be declared unenforceable, such declaration shall not affect the remainder, which shall be enforced according to its terms.
- K. Nothing contained in this Agreement shall create a cause of action in favor of a third party against either the Arborist or the Township.

Executed and agreed to on the date first written above, by and between,

WHITEWATER TOWNSHIP

ARBORIST

\_\_\_\_\_  
By: Ron Popp  
Its: Supervisor

\_\_\_\_\_  
By:  
Its:

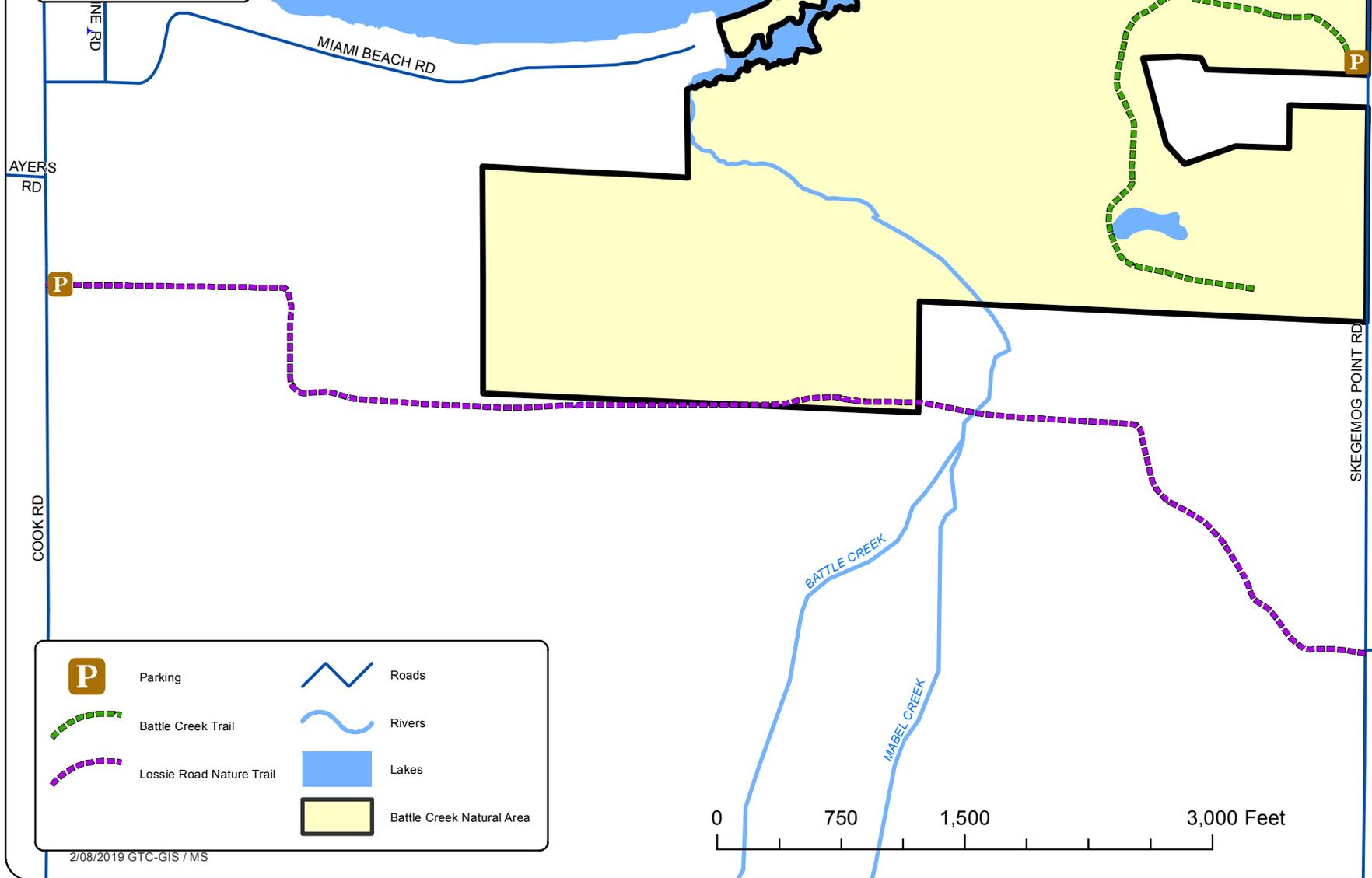
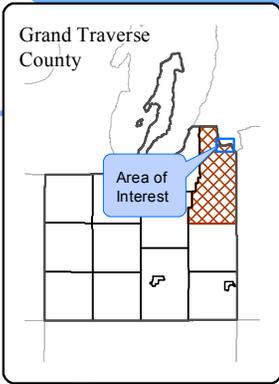
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By: Cheryl A. Goss  
Its: Clerk

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By:  
Its:

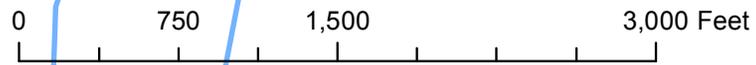
# Battle Creek Natural Area

## Whitewater Township

ELK LAKE



|  |                          |  |                           |
|--|--------------------------|--|---------------------------|
|  | Parking                  |  | Roads                     |
|  | Battle Creek Trail       |  | Rivers                    |
|  | Lossie Road Nature Trail |  | Lakes                     |
|  |                          |  | Battle Creek Natural Area |



2/08/2019 GTC-GIS / MS

This map is based on digital databases prepared by Grand Traverse County. Grand Traverse County does not warrant, expressly or impliedly, or accept any responsibility for any errors, omissions, or that the information contained in the map or the digital databases is currently or positionally accurate.