

BID DOCUMENTS
FOR
2022 1ST QUARTER TREE REMOVAL BID



CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867

January 3, 2021

**NOTICE TO BIDDERS
2022 1ST QUARTER TREE REMOVAL BID
FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed proposals will be received by the city of Owosso for the **2022 1ST QUARTER TREE REMOVAL BID** and should be addressed to:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Major items include: The removal of trees in various locations throughout the city.

Bids will be accepted until **3:00 p.m. TUESDAY, JANUARY 18, 2022** for the **2022 1ST QUARTER TREE REMOVAL BID** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

2022 1ST QUARTER TREE REMOVAL BID

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before **JANUARY 18, 2022** and all work is to be completed by **APRIL 1, 2022**.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-729-6137 or by e-mail to mark.mitchell@ci.owosso.mi.us Call 989-725-0556 to arrange a field inspection.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso **as an additional insured party**, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
 - a. **Bid Proposal**
 - b. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - c. **Local Preference Affidavit**
 - d. **W-9 Request for Taxpayer ID No. and Certification**
 - e. **Insurance Endorsement**

BID PROPOSAL

2021 FALL TREE REMOVAL PROGRAM

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

CITY has full trees to be cut. Option 1 trees shall be removed. Option 2 trees are optional for removal.

- 1) Bidder shall price Option 1 and Option 2 trees separately, as owner may select only partial quantity of trees from the Option 2 list, in the event bids are higher than available budgeted funds. Option 1 trees shall be the minimum removed.
- 2) Bidder shall also price Option 3 as a combination of Options 1 and 2, in the event bids received do not exceed available budgeted funds.
- 3) Bidder must provide pricing for each Option listed.

The undersigned, having examined the bid proposal forms and specifications, proposes to furnish all materials and equipment to do all work shown in the said drawings and specifications at and for the following unit prices:

OPTION 1 – MUST REMOVE – TREE TAKEDOWN LIST						
Item	Location of Tree	DIAMETER OF TREE			NOTES	PRICE
		Under 18"	18-24"	24" OR LARGER		
1	722 LINGLE			44"		
2	620 GRAND			34"		
3	631 GRAND			33"		
4	634 WOODLAWN			33"		
5	755 BROADWAY			29"		
6	321 E STEWART			45"	On Division	
7	835 MICHIGAN			45"	On W Ridge	
8	723 W STEWART			28"		
9	800 RYAN			37"	On Cedar	
10	1516 FREDERICK			38"		
11	127 S CHIPMAN			29"		
12	223 N ELM			30"		
13	718 W MAIN			32"	On Bradley-St. Paul School	
14	1410 W KING			26"		
15	652 N ADAMS			34"		
16	723 N ADAMS			33"		
17	1230 N ADAMS			42"		
18	820 N WATER			33"		
19	1015 N WASHINGTON			34"		
20	1318 N WASHINGTON			31"		
21	719 QUEEN		18"			
	OPTION 1 TOTAL TREES	0	1	20		
OPTION 1 TOTAL						\$

OPTION 2 –SELECTIVE REMOVAL						
		DIAMETER OF TREE				
Item	Location of Tree	Under 18"	18"-24"	24" OR LARGER	NOTES	PRICE
22	828 DIVISION			32"		
23	409 RANDOLPH		24"			
24	413 PINE		24"			
25	413 PINE			26"		
26	301 ADA			37"	On Lee	
27	220 N HOWELL		21"			
28	220 N HOWELL			26"		
29	1416 YOUNG			31"		
	Option 2 Total Trees		3	5		
					OPTION 2 TOTAL	\$

OPTION 3 – COMBINATION OF OPTION 1 AND OPTION 2 TREES						
		DIAMETER OF TREE				
Item	Location of Tree	Under 18"	18"-24"	24" OR LARGER	NOTES	PRICE
1	722 LINGLE			44"		
2	620 GRAND			34"		
3	631 GRAND			33"		
4	634 WOODLAWN			33"		
5	755 BROADWAY			29"		
6	321 E STEWART			45"	ON DIVISION	
7	835 MICHIGAN			45"	ON W RIDGE	
8	723 W STEWART			28"		
9	800 RYAN			37"	ON CEDAR	
10	1516 FREDERICK			38"		
11	127 S CHIPMAN			29"		
12	223 N ELM			30"		
13	718 W MAIN			32"	ON BRADLEY ST. PAUL SCHOOL	
14	1410 W KING			26"		
15	652 N ADAMS			34"		
16	723 N ADAMS			33"		
17	1230 N ADAMS			42"		
18	820 N WATER			33"		
19	1015 N WASHINGTON			34"		
20	1318 N WASHINGTON			31"		
21	719 QUEEN		18"			
22	828 DIVISION			32"		
23	409 RANDOLPH		24"			
24	413 PINE		24"			
25	413 PINE			26"		
26	301 ADA			37"	ON LEE	
27	220 N HOWELL		21"			
28	220 N HOWELL			26"		
29	1416 YOUNG			31"		
30						
31						
32						
33						
34						
35						
36						
37						
38						
OPTION 3 TOTAL TREES		0	4	25		
OPTION 3 TOTAL						\$

GENERAL SPECIFICATIONS – TREE REMOVAL

SCHEDULE

The contractor shall propose a schedule to accomplish the work on or before **April 1, 2022**. The schedule should be based on a **January 17, 2022** award date.

The work may be done between the hours of 7:00 am and 7:00 pm and shall not be done on Sunday. The city shall be informed no later than noon on Friday of the schedule for the next week.

The contractor is responsible for calling MISS DIG @ 811 before proceeding with any work.

TREE REMOVAL

1. DESCRIPTION

The contractor shall furnish all necessary supervision, labor, vehicles and equipment capable of effective and efficient removal of specified trees. In addition, the contractor shall maintain on site at all times work is being performed, a site supervisor who represents the contractor and can adequately communicate in English, both orally and in writing. Contractor must dispose of ash trees under the requirements of the EAB Quarantine.

2. EQUIPMENT

The equipment used shall be specified by the contractor and the contractor must describe equipment to be assigned to the project. The contractor shall plan and prepare for the use and positioning of equipment as to accomplish the safe, effective and efficient removal of trees and sections of trees while not damaging improved property.

Whenever any tree, or large tree sections, being removed may endanger people or property, an adequate area shall be cordoned off with tape or rope and clearly marked to prohibit access by the public or other unauthorized persons.

3. UTILITIES

The contractor is responsible for contacting utility companies to obtain clearance/location of utilities in any tree removal areas.

4. TREE REMOVAL

The work will consist of removal of trees specified by the city of Owosso. All tree trimming and removal will be done in accordance with the **National Arborists Association Standards** for health and safety.

Removal of trees will consist of clearing of logs, branches, limbs and brush and the area to be swept clean of all tree debris after completion of work on site.

The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of each day. Sidewalks, curbs, gutters and pavement areas will be left in a "broom cleaned" condition upon completion of work each day.

ADDITIONAL REQUIREMENTS:

- Chip all brush and limbs up to 6 inches in diameter.
- Tree is to be removed to within 6 inches of surrounding grade.
- Cut lengths will not exceed 6 foot in length.
- City will remove wood; homeowner has rights to wood if wanted.
- Traffic control and public safety is responsibility of contractor.
- City will remove stumps and restore right of way. Contractor is responsible for damage to private property.

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of **\$200.00** a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the city accepts this proposal, Contractor will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal. Contractor will furnish the surety for performance, for 100% of this bid, which shall be accepted and approved by the city.

The undersigned agrees that if the city accepts this proposal, Contractor will start this project no sooner than **January 18, 2022** and will substantially complete the entire work under this contract by **April 1, 2022**. This schedule may be extended for rain days or cold weather for calendar days after **April 1, 2022**, only as approved by the city of Owosso.

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by (Name of Firm):

Legal status of bidder.

Please check the appropriate box and USE CORRECT LEGAL NAME.

Corporation State of Incorporation:

Partnership List of names:

DBA State full name:

Other Explain:

Signature of Bidder:

Title:

Signature of Bidder:

Title:

Address:

City, Zip:

Telephone:

Email Address:

Signed this Day of 2021

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO:

BIDDER'S INITIALS:

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)	<u>COMPANIES AFFORDING COVERAGE</u>
ADDRESS	A. B. C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

2022 1st Quarter Tree Removal Bid

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, 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 the city of Owosso. 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:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **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.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess

5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. Proof of Insurance Coverage: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her 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. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.