



City of Allegan
Department of Public Works
691 Airway Drive
Allegan, MI 49010

NOTICE TO BIDDERS
ADDENDUM NUMBER 1

TREE AND STUMP REMOVAL
AT
VARIOUS LOCATIONS

ADDENDUM NUMBER 1

Date: October 15, 2021

The GENERAL CONDITIONS portion of the current advertisement for bids contains the following paragraph:

“BID SUBMISSION:

Bids are to be submitted to City Clerk, City of Allegan., 231 Trowbridge Street., Allegan., MI 49345. Bids are to be submitted on the form provided by the City. No electronic or faxed bids will be accepted.”

This paragraph is hereby modified to read as follows:

“BID SUBMISSION:

Bids are to be submitted to City Clerk, City of Allegan., 231 Trowbridge Street., Allegan., MI 49010. Bids are to be submitted on the form provided by the City. No electronic or faxed bids will be accepted.

Submission date remains on or before **2:00 p.m., November 9, 2021.**

Receipt acknowledged by _____

Company _____

Date _____

Any questions relative to the scope of services may be directed to the following:

Douglas Kadzban
Director of Public Works
City of Allegan
dkadzban@cityofallegan.org

GENERAL CONDITIONS

CITY OF ALLEGAN ALLEGAN, MICHIGAN

SCOPE:

The contractor shall furnish all labor, material, supplies, power, machinery, tools and equipment to complete the work to be performed under this contract. Work is of general nature required to remove trees and stumps of various diameters, perform restoration and as specified in Section 202 of MDOT 2012 *STANDARD SPECIFICATIONS FOR CONSTRUCTION*. The project is to be complete and operational, and accepted by the Owner. This project is being funded entirely by City funds.

LOCATION:

Locations are as noted in the **City of Allegan Tree Removal List Fall 2021**.

BID SUBMISSION:

Bids are to be submitted to City Clerk, City of Allegan., 231 Trowbridge Street., Allegan., MI 49345. Bids are to be submitted on the form provided by the City. No electronic or faxed bids will be accepted.

COMPLETION DATE:

The completion date for tree removals is February 20, 2022 and the restoration date is April 15, 2022.

EXAMINATION OF CONTRACT AND SITE AND DIFFERING SITE CONDITIONS:

Before submitting a bid, each bidder shall (a) examine the contract documents thoroughly, (b) visit the site(s) to familiarize himself with the local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate bidders observations with the documents.

Reference is made to the drawings and specifications for the identification of investigations and tests of latent and subsurface physical conditions at the site which have been relied on by the engineer in preparation of the drawings and specifications. Before submitting his bid, each bidder shall, at his own expense, make such additional investigations and tests as the bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price and other terms and conditions of the documents.

GENERAL CONDITIONS

BIDDERS:

The Owner reserves the right to rescind individual parts of the total bid, based on available funding and materials or workmanship. Increase or decrease in unit quantities shall have no impact on unit prices. The bids are to be firm for 30 days and the right is reserved by the Owner to reject any or all bids.

BID FORM:

Preparation of Bid. Each bid shall be made on the form provided by the Owner, and shall be submitted in a sealed envelope bearing the title of the work and the name of the bidder. Additional copies can be obtained from the Owner. All blank spaces for unit prices on the bid forms are to be completed in ink or by typewriter. All bids are to be signed and dated by an officer of the company submitting the bid. The Bidder shall specify a unit price for each item, except where a lump sum item is called for. Prices for lump sum items shall be entered only in the Amount column.

The bid shall be signed by an authorized representative of the Bidder and shall include the complete address of the Bidder.

Alternate Bids. Alternate written bids submitted may be considered; however, final determination as to suitability and compliance with the Specifications will be with the Owner.

Bid Delivery. Bids are to be delivered to the place stipulated in the Advertisement for Bids by the time and date stated. It is the responsibility of the Contractor to deliver the bid to the proper place at the correct time. Any bids received after the stated opening time and date will be returned unopened to the bidder.

Altering Bids. A Bidder may alter a unit or lump sum item priced entered on the Bid. To make an alteration, the Bidder shall cross out the entry, and enter the new figure above or below the change. Any alteration and initials shall be handwritten in ink.

Irregular Bids. By submitting a bid, a Bidder agrees to the procedures and standards for accepting or rejecting irregular bids. Unless this section is expressly modified by the Owner, a statement that a bid may or will be rejected for a specified reason will be acted upon pursuant to the following:

- A. Bids will be considered irregular and will be rejected for any of the following reasons:
 1. The bid does not contain a unit price for each pay item listed in the Unit Prices column or Lump Sum price in the Amounts column, as applicable. While a blank space is unacceptable, the explicit quotation of zero does constitute a price and, if awarded the contract, the Bidder would be bound to perform that item of work for zero payment and to do so to the same extent as if a positive numeric price had been quoted.

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2. A unit price under the Unit Price column or Lump Sum price in the Amounts column is not capable of being read or deciphered by the Owner. In attempting to read or decipher a price, the Owner may consider other information in the bid which tends to confirm what the digit(s) in question represent.
3. The bid is not signed by an authorized representative of the bidder who has been designated in writing.

B. Bids will be considered irregular and may be rejected for any of the following reasons:

1. A unit Price or Lump Sum item has been altered and has not been revised as provided.
2. The form is altered or any part of the form is detached.
3. There is an unauthorized addition, deletion or alteration to the bid.
4. There is an unauthorized alternate bid or conditional bid.
5. There is an irregularity of any kind which tends to make the bid incomplete, ambiguous, or indefinite as to its meaning.
6. The bid fails to comply with any other bid requirement.
7. Any provision is added to the bid reserving the right, for the bidder, to accept or reject an award to the contract.

BID SURETY:

Each bid shall be accompanied by a bid surety in the form of bank money order, cashier's check or bid bond, by a recognized surety, in the amount of five percent (5%) of the total amount of the bid, but not less than fifty dollars (\$50.00), made out to the Owner. Said check shall be returned to the unsuccessful bidder after the award, and to the successful bidder after the execution of the contract.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written request made to the Owner at any time prior to the scheduled bid receipt date and time. Each bid shall be determined to be binding and in effect for a period of thirty (30) days after the date of opening.

AWARD OF BID:

The successful bidder will be notified of the acceptance of the bid by a written Notice of Award from the Owner, or his appointed designee. Any increase or decrease in quantity shall have no impact on the unit price bid.

RIGHT TO REJECT BID:

Owner reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive or conditional bids. On unit price bids, bidders shall show the unit price for each item listed, total price for quantity of each item and total price for all items. If the Owner finds any errors in the bidders computations, the Owner reserves the right to make corrections.

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PERFORMANCE AND PAYMENT BONDS:

A Performance Bond and Payment Bond may be required with the contract, conditioned upon the faithful performance of the contract and the full payment of all claims of sub-contractors, material, men and laborers on account of the work covered by the contract; the surety upon said bond to be either an authorized surety company, or two (2) personal sureties satisfactory to the Owner. The Performance and Payment Bonds shall be for 100% of the contract dollar amount, payable to the Owner.

SHIPMENT:

Bids are to be FOB City of Allegan, Michigan, all freight, shipping and handling charges to be included in unit cost bid.

WORKMANSHIP:

All work performed under this contract shall be of standard first-grade quality and shall be of the best workmanship and design. The contractor shall, if requested by the Owner, furnish satisfactory evidence as to the kind and quality of the materials or equipment used on the project.

PATENTS:

The contractor shall defend, indemnify and hold harmless the Owner against all loss or expense of any nature whatsoever, shall bear the cost of any and all suits which may arise, and shall pay any and all damages which may be awarded against the Owner in consequence of the use, under specification, of any patented device, process, apparatus, material or invention.

ERRORS AND OMISSIONS:

Instructions will be given should any errors or omissions in the bid be called to the attention of the Owner not less than three (3) working days before bids are due. The bidder shall not be allowed to take advantage of any such errors or omissions. Instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders at the respective address furnished for such purpose, not later than three (3) working days prior to the date the bids are due. Failure of any bidder to receive such addendum or interpretation shall not relieve said bidder from any obligation under the bid submitted. All addenda so issued shall become part of the contract documents.

METHOD OF PROGRESS PAYMENT AND FINAL PAYMENT:

Completed Work. Projects will fall into one of the following classifications:

- (a) Projects of less than \$30,000.
- (b) Projects which there will be a maximum of three payments.

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(c) All other projects.

a) **Projects less than \$30,000.** Partial payments will be made monthly or as may be otherwise agreed by the Contractor and the Owner. Such payments shall be made on the basis of 90% of the amount earned. Said partial payments shall be subject to the following provisions: that the Work is progressing satisfactorily, the time for completion has not expired, and that not less than \$500 has been earned during the month.

When, in the opinion of the Owner, the project has been substantially completed, the Owner may reduce the retained amount to an amount sufficient to pay for the Work yet to be done provided that the Contractor has filed with the Owner the written consent of the Surety to such reduction and, that the Contractor has furnished an affidavit that all his/her indebtedness by reason of the Contract has been paid.

b) **Projects with a maximum of three payments.** For certain projects the Owner may state in the Special Specifications that a maximum of three payments will be made. The Special Specifications shall also describe how the payments will relate to the progress schedule, i.e., at which major points in work the Contractor can expect to receive payments. In these cases the first two payments will be made on a basis of 90% of the amount earned. Said partial payments will be subject to the following provisions: that the Work is progressing in accordance with the Contract, that the time for completion has not expired, and that not less than \$500 has been earned since the last payment.

When, in the opinion of the Owner, the project has been substantially completed, the Owner may reduce the retained amount to an amount sufficient to pay for the Work yet to be done; provided, that the Contractor has filed with the Owner the written consent of the Surety to such reduction and, that the Contractor has furnished an affidavit that all his/her indebtedness by reason of the Contract has been paid.

c) **All other projects.** For all projects not as described in paragraph a) or b) above, partial payments will be made monthly or as may otherwise be agreed by the Contractor and Owner and on the basis of the amount earned. However, payments for work done, which exceed 95% of the final Contract amount, shall be made only after the Contractor has filed with the Owner the written consent of the Surety and has furnished an affidavit that all his/her indebtedness, by reason of the Contract, has been paid.

Said partial payments shall be subject to the following provisions: that the Work is progressing satisfactorily in accordance with the Contract, that the time for completion has not expired, and that not less than \$500 has been earned during the month.

d) **Accepting Payment.** By accepting payments, the Contractor declares that he/she has not, during the period of the time for which he/she is accepting payment, performed any work, furnished any materials, sustained any loss, damage, or delay, or otherwise done anything for which the Contractor shall ask, demand, sue for, or claim compensation from the Owner in addition to the regular items as set forth in the Contract executed between the Contractor and the Owner and the extra work as agreed to in writing between the Contractor and the Owner except as

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the Contractor has filed a written claim with the Owner prior to the Contractor's acceptance of said payment.

Before the final payment is made, the Contractor shall file with the Owner a Consent of Surety statement that full payment has been made for all labor and materials. And it is expressly agreed that the estimates made by or in behalf of the Owner for the purpose of making payment, shall not be deemed or construed as an acceptance for any part of said work upon this contract. When requested, the Contractor shall furnish the Owner with satisfactory evidence that no person who has furnished labor or materials embraced in this contract has any lien or right of lien upon the property of the Owner, and that no attachment or encumbrance rests upon said property for debts or claims alleged to be due from the Contractor. The Contractor hereby asserts and declares that he complies with any and all applicable requirements as necessitated for coverage under current Workman's Compensation laws. It shall be mutually agreed that, should work under this contract be stopped by reason of taxpayers' suit, the Owner shall pay the Contractor for work done to the date of stoppage on the basis of unit prices bid plus reasonable mobilization and demobilization charges.

SPECIAL PROVISION FOR TAXES:

The contractor shall include, and will be deemed to have included in its bid and contract price, all applicable Michigan Sales and Use Taxes which have been enacted into law as of the bid date. This includes the 2 per cent increase in the sales and use tax enacted pursuant to ballot Proposal A. To the extent of any conflict, this special provision controls over other Standard Specifications.

CONTRACT DOCUMENTS:

The Contract shall consist of the Contractors Bid, the project Plans, Specifications, Special Specifications, General Conditions, Special Conditions, Notice of Award, Notice to Proceed, the Agreement, written supplemental agreements, Change Orders and Addenda. The contract may not be sublet or assigned without written approval of the Owner or his designee.

AGREEMENT:

Concurrently with the execution and delivery of the Agreement, the Contractor shall deliver three (3) copies of the certificate of insurance as required within.

Three (3) copies of the Agreement and such other documents, as required, will be signed by the Owner and Contractor within ten (10) working days of the Notice of Award. The Owner will sign the agreement upon receipt of certificates of insurance and contractor executed Agreement.

CHANGES IN WORK:

Intent of the Contract. The Contractor shall furnish all resources required and shall

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complete the work described in the contract.

Changes in the Work. The Owner may, at any time, direct changes in quantities and alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor shall perform the work as altered. Increase or decrease in quantities shall have no impact on the unit price bid.

Extra Work. The Owner may, at any time during the progress of the contract, order extra work necessary to complete the contract. The Owner or Engineer shall furnish the Contractor a Change Order stating the location, kind and estimated quantity of the extra work to be performed. The Contractor shall propose, in writing, unit or lump sum price(s) for which extra work will be performed. In the event the parties are unable to reach agreement on unit or lump sum prices, the Engineer may order the work to be performed on a force account basis. When the extra work is authorized by a duly authorized representative, the authorization shall become part of the contract.

ANTIDISCRIMINATION CLAUSE:

The parties hereby agree not to discriminate against any current employee or applicant for employment, with respect to his or her hire, tenure, terms, condition or privileges of employment, race, color, religion, national origin or ancestry, age or sex except where based upon bona fide occupational qualification, and to require a similar covenant on the part of any subcontractors employed in the performance of this contract. Breach of this covenant may be regarded as a material breach of this contract.

The City of Allegan, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

INSPECTION:

Services will be subject to inspection by the Owner and its authorized agents as to their general and specific compliance with specifications. The inspector may be on the site during all phases of the projects.

LIGHTS, SIGNS, AND BARRICADES:

The Contractor shall provide adequate warning signs, barricades, lights, and flagmen and shall take all necessary precautions for protection of the work and safety of workmen and the general public. All streets, roads, highways, alleys and other areas accessible to the public which are closed to traffic shall be protected by means of effective signs, barricades, and lights. Costs for providing adequate warning signs, barricades, lights, and flagmen shall be

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incidental to the project costs, and no extra compensation will be made by the Owner, unless specifically called for as a project pay item. Work shall be governed by the Michigan Department of Labor and Economic Opportunity (MDLEO) PART 22 *SIGNALS, SIGNS, TAGS AND BARRICADES*, available online https://www.michigan.gov/leo/0,5863,7-336-94422_11407_15368-39938--,00.html.

LOCATION OF UTILITIES:

Utilities shown on the project plans are located according to the latest available information. Neither the Owner nor the Owner agent guarantees the accuracy of such information. Prior to beginning construction, the Contractor shall notify MISS DIG (phone number 1-800-482-7171) to provide for location of all existing underground utilities. In the event that relocation, lowering, or raising an existing service line to avoid conflict with the proposed work is necessary, the Contractor shall coordinate this work with the utility owner. The Contractor shall be responsible for locating, protecting, replacing, relocating, raising, or lowering existing service lines to individual properties at no cost to the Owner except for relocation which may be required due to construction activities will be paid for as listed bid items.

PLACEMENT OF UTILITIES:

Should service provided by public utilities be interrupted by the Contractor, Contractor shall be responsible for returning all such utilities to their normal working order. Costs for this work shall be incidental for items of construction and no payment will be made by the Owner. This includes, but is not limited to, main lines, trunk lines, interceptor lines, and service lines for public watermain, storm sewer, sanitary sewers, natural or propane gas, telephone, electrical and cable television.

EXISTING CONDITIONS:

It shall be the obligation of the Contractor to examine existing conditions prior to bidding.

SOIL EROSION AND SEDIMENTATION CONTROL

All work shall conform to the applicable Section of the MDOT 2012 *STANDARD SPECIFICATIONS FOR CONSTRUCTION*, Allegan County Model Stormwater Ordinance, and MDEQ Requirements, unless otherwise specified on the plan, bid blank, or "Information and Specifications". The contractor shall be responsible for obtaining and paying for all permits, including but not limited to, the Soil Erosion and Control Permits issued by Allegan County Drain Commissioners Office, and for abiding by all permit requirements. The costs for these permits shall be considered incidental to performing the work, and at no extra cost to the Owner, unless specified as a separate pay item. Recommended Soil Erosion Control methods are indicated on the plan sheets. The Contractor shall be responsible for Furnishing, Placing and Maintaining these controls. The cost for this work shall be included in other pay items.

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CLEANUP:

In no case will any excavation, sod, asphalt mix, concrete, castings, etc., be placed on the parkway or outlawn. All material of this nature must be removed during the same working day that it is removed.

GUARANTEE/WARRANTY:

The Contractor shall guarantee the work and will warrant that all work under this Contract will be free from defects of faulty labor and/or materials for a period of one year from date of final acceptance of same. Work determined to be defective within this warranty period will be corrected at the contractors expense, at NO EXTRA COST TO THE OWNER.

CONSTRUCTION PERMITS:

The Contractor shall be responsible for securing all permits required by his trade for completion of the work, including, but not limited to, soil erosion control permits, licenses, registrations, waste disposal manifestations, and all other required certifications.

STANDARD SPECIFICATIONS and DOCUMENTS INCORPORATED BY REFERENCE:

All work shall conform to the *2012 Standard Specifications for Construction* as published by Michigan Department of Transportation (MDOT), as applicable, unless otherwise specified on the plan, bid blank, Special Provisions or "Information and Specifications". Additional documents include, but are not limited to, Michigan Department of Labor and Economic Opportunity (MDLEO) PART 1 *General Rules*, PART 6 *Personal Protective Equipment*, PART 9 *Excavation, Trenching, and Shoring*, PART 22 *Signals, Signs, Tags, and Barricades*, and PART 35 *Confined Space Entry*, and *OSHA Standards for the Construction Industry*, 29 C.F.R. PART 1926.

CONTRACT TIME

The Contractor shall commence the work to be done under this contract and these specifications within ten days after the signing of this contract unless the Owner shall authorize or direct a further delay; and the work shall be carried on with all due diligence at such points and at such work times and seasons and with such force and in such manner as to secure its completion on or before the aforementioned completion date, the time of beginning, rate of progress, and time of completion being essential conditions of this contract. The first sweeping shall take place before Memorial day and at the locations referenced above.

Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect, delay or default of the Owner, or of any other Contractor employed by the Owner upon the line of work, or other parties doing work within the lines of the work covered by the contract under permit from the Owner, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of

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any or all the causes aforesaid; but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within twenty-four hours of the beginning of such obstruction or delay. The duration of such extension shall be determined by the Owner.

Damages for Non-Completion. Owner and Contractor agree that time is of the essence of this Agreement and the Owner will be damaged if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Director. The Owner and Contractor also agree that, in view of the difficulty of determining the amount of damages that the Owner will incur due to any delay in completing the work in accordance with the deadlines set forth herein, the Owner is hereby authorized to deduct and retain out of the money which may be due or become due to the Contractor under this Agreement liquidated damages which the parties hereby agree upon, fix and determine shall be in the amount of \$50.00 per calendar day, which sum shall be seen as liquidated damage and not any sort of penalty. In addition to the liquidated damages, Contractor shall pay all administrative and professional cost incurred by the Owner as a result of Contractor's failure to complete its work within the specified contract time.

CONTRACTOR'S REPRESENTATION

In order to induce Owner to enter into this Agreement, Contractor makes the following representation:

Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Technical Specifications.

Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph above as he deems necessary for the performance of the Work at the Contract Price, within Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test reports or similar data are or will be required by Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor. It is hereby further expressly agreed and understood that the specifications, drawings and directions as set forth are intended to cooperate and agree, and that they are to be interpreted so that the work exhibited in the drawings and not mentioned in the specifications, or vice-versa, is to be included in the same as if it were mentioned in the specifications and set forth in the drawings, according to the true meaning, spirit and

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intention of said drawings, directions and specifications, without any extra charge whatsoever, and if any discrepancies or variations appear between any of the drawings themselves, such discrepancies shall be interpreted, explained and adjusted by the Owner; that any doubts and misunderstandings as to the meaning or import of to these specifications, or any obscurity in the wording of them shall be explained and decided by the Owner, who shall have the right to correct any errors or omissions in them, and make such corrections as are necessary for the proper fulfillment of their intention.

No part of the work shall be altered from that shown on the drawings or described in the specifications, nor shall any work in the nature of additional work, or any work not contemplated by the specifications, drawings or plans, be performed except on written order of the Owner, and if any extra or additional or different work be proceeded with or executed by the Contractor without previous order given in writing under the hand of the said Owner as herein referred to, no charge for the same will be allowed. Should it be deemed expedient by the Owner at any time previous to commencing work, or while the work is in progress, to increase or diminish the dimensions, quantities or material, or work, or alter the situation or levels, or vary from the form of dimensions of any part of said work, or vary in any other way the work herein contracted for, the Owner shall have full power to do so, and to order and direct any such increase, diminution, alteration or extra work to be made or performed without in any way violating or effecting this contract or unit prices, and the Contractor hereby waives any right for damages that he may be entitled to by reason of such charges, provided that minor changes in details not making essential changes may be made by order of the Owner at any time during the progress of the work. The Contractor shall, in pursuance of such order and directions as he may receive from the Owner, execute the work thereby ordered and directed, and the difference in expense occasioned by such increase, diminution or alteration so ordered and directed, shall be added to or deducted from the amount payable under this contract. Payment for the same shall be made as hereinafter provided for. Within ten working days from the completion of such extra work, the Contractor shall ask for a settlement of the same when next asking for an estimate.

The foreman, mechanics and others employed by the Contractor shall be skilled in the several parts which are given them to do. Any employee of the Contractor who may use profane or abusive language to the Owner, or any of his agents, or otherwise impede or embarrass him in the performance of his duty, or who obstructs the progress of the work, shall upon request of the Owner, be immediately discharged and not again employed without the consent of the Owner.

And the Contractor hereby further agrees that the payment of the final amount due under this agreement and the adjustment and payments of the bills rendered for work done in accordance with any alterations of the same shall release the Owner from any and all claims or liability on account of the work performed or materials furnished under said contract, or any alterations thereof.

Safety Representative - The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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Hazard Communication Programs - The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Water: If the Contractor desires to use City water for construction he/she shall obtain the required permit from the City Water Department. A hydrant connection will then be issued to him/her by the City Water Department. The Contractor must deposit the required fee as charged by the City Water Department for the use of the hydrant connection. It will be refunded to the Contractor upon the return of the connection. The use of privately owned hydrant connections is prohibited. When connections are made to hydrants, the Contractor shall promptly notify the City Fire Department.

It is agreed that the Owner shall pay and the Contractor receive the sum of

<u>ITEMS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM PRICE</u>	<u>TOTAL</u>
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SEE ATTACHED BID BLANKS

the amount named in the Bid, as full compensation for labor and materials required in executing all the work contemplated in this contract, and including the cost of the equipment used as necessary for the performance of the contract, and including also all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from other difficulties of every description connected with the work; also including all expenses incurred by or in consequence of the suspension or discontinuance of the work as elsewhere specified, or for well and faithfully completing the work in the manner and according to the plans and specifications.

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INSURANCE REQUIREMENTS:

The Owner's Protective Liability policy as specified shall be written to include the Owner, as named insured.

The following requirements are applicable to all contracts entered into by the Owner wherein the Instruction to Bidders includes and makes reference to insurance requirements:

The Owner's Protective Liability policy as specified shall be written to include the Owner, Michigan, as named insured. The contractor shall continuously maintain, during the life of the contract, insurance coverage of the type and amount specified below:

- (1) General Liability: Comprehensive form, including premises/operations, independent contractors, and contractual liability insurance, and explosion and collapse, underground (only if excavation or tunneling involved), and products/completed operations hazards.

Minimum Amounts: \$1,000,000 per occurrence bodily injury, \$1,000,000 per occurrence property damage.

- (2) Automobile: Michigan "no-fault" coverage, residual automobile liability, comprehensive form, covering owned, hired and non-owned automobiles.

Minimum Amounts: "No-fault" coverage - statutory. Residual liability \$1,000,000 combined single limit.

- (3) Worker's Compensation and Employer's Liability.

Minimum Amounts: Worker's Compensation - statutory.
Employer's Liability: \$100,000.

These coverage shall protect the contractor, subcontractors, the Owner and its employees, agents and representatives against claims arising out of the work performed. Certificates evidencing the above coverage, **with a 20-day cancellation clause**, shall be filed with the Owner before the described work begins. New certificates must be supplied if the policy(ies) represented by a filed certificate are canceled, reduced, not renewed, or in any way allowed to lapse.

In case of cancellation of any required insurance during the term of the contract, the Contractor shall cease operations as of the date of termination and shall not resume operations until new insurance is in force.

All of the insurance specified above is to be furnished unless the reference thereto is deleted and the deletion initialed by the Owner or his designee.

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Contract Change Order

Change Order Number: _____ Project: _____
Contractor: _____ Project Number: n/a
_____ Date: _____

All work required by this change order shall be in accordance with the original contract documents and/or any approved amendments thereto.

Description: Provide materials and labor for:

Table with 4 rows and 3 columns: Description, Amount, and Unit. Rows include TOTAL CHANGE ORDER AMOUNT, ORIGINAL CONTRACT PRICE, TOTAL PREVIOUS CHANGE ORDERS, and REVISED CONTRACT PRICE.

Approved by the Owner on _____, 20____..

Owner _____

Contractor _____

Date _____

Date _____

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NOTICE OF AWARD

Dated _____.

TO: _____

PROJECT:

Tree and Stump Removal, City of Allegan, MI
Allegan County, Michigan

You are notified that your Bid dated _____ for the above project has been considered. You are the apparent Successful Bidder and have been awarded the Contract for the above mentioned project.

The Contract Price is:

One counterpart of the Agreement accompany this Notice of Award. You shall comply with the following conditions precedent within fifteen calendar days of this Notice of Award.

1. You shall deliver to the OWNER three fully signed copies of the Agreement.
2. You shall deliver with the executed Agreements the Performance Bond and Payment Bond as specified previously.
3. You shall deliver with the executed Agreements the required Insurance Certificates as specified.

Failure to comply with these conditions within the time specified shall entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within twenty working days after receipt of acceptable Contract Security, Insurance Certificates and executed Agreement, OWNER shall return to you two fully executed copies of the Contract Documents.

City Of Allegan
(OWNER)

By _____
(Authorized Signature)

GENERAL CONDITIONS
NOTICE TO PROCEED

Dated _____.

TO:

PROJECT:

Tree and Stump Removal, City of Allegan, MI

You are notified that you are to start performing the Work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Agreement.

City of Allegan MI
(OWNER)

By: *Douglas Kadzban*

Title: DPW Director

GENERAL CONDITIONS

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between the CITY OF ALLEGAN, MI (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

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

- 1. CONTRACTOR shall complete the Work as specified or indicated on the Contract Documents. The Work is generally described as follows:

Tree and Stump Removal, City of Allegan, MI

- 2. The Project for which the Work to be provided under the contract Documents may be the whole, or only a part, and is generally described as follows:

The contractor shall furnish all labor, material, supplies, power, machinery, tools and equipment to complete the work to be performed under this contract. Work is of general nature required to remove trees and stumps of various diameters and as specified in Section 202 of MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION. The Work is of general nature required to perform tree and stump removal and disposal of materials according to state and local requirements, topsoil and seed restoration, and hauling to an approved landfill. Contractor is responsible for all costs associated with removal including transportation, and proper disposal of material. The project is to be complete and operational, and accepted by the Owner.

- 3. This contract consists of the Agreement, Plans, Specifications, Notice of Award, Notice to Proceed, Addenda, Instructions to Bidders, Progress Clause, Special Specifications, Special Provisions, City of Muskegon Construction Specifications (current Edition), and 2012 Standard Specifications for Construction of the Michigan Department of Transportation (MDOT).

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement. A minimum of one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____

OWNER City of Allegan

CONTRACTOR_____

By_____ By_____

Title Mayor

Title_____

Attest_____

GENERAL CONDITIONS

City of Allegan Tree Removal List 2021

<i>LOCATION</i>	<i>REMOVE TREE</i>	<i>QUNT'Y</i>	<i>COST</i>	<i>COMMENTS</i>
787 North Main Street (2 Maples)	Yes	2	\$ _____	Remove tree, grind stump and restore surface
132 Cora Street	Yes	1	\$ _____	Remove tree, grind stump and restore surface
106 Race Street	Yes	1	\$ _____	Remove tree, grind stump and restore surface
228 Robinson Street (3 Maples)	Yes	3	\$ _____	Remove tree, grind stump and restore surface
108 Delano Street (Tree east of address grown into guardrail)	Yes	1	\$ _____	Remove tree, grind stump and restore surface
228 Cutler Street	Yes	1	\$ _____	Remove tree, grind stump and restore surface
401 Marshall Street (2 Maples) (Trees are on Fourth Street)	Yes	2	\$ _____	Remove tree, grind stump and restore surface
419 Davis Street	Yes	1	\$ _____	Remove tree, grind stump and restore surface
		TOTAL	\$ _____	