

GENERAL CONDITIONS  
**CITY OF ALLEGAN**  
INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Office of the City Clerk, City of Allegan, 231 Trowbridge Street, Allegan, MI 49010 on or before 11:00 a.m. on December 14, 2021 for **LAWN CARE AND MAINTENANCE at OAKWOOD CEMETERY** in the City of Allegan, Michigan.

***NOTE: This project is being re-bid to reflect a change in removing leaves and sticks from the Cemetery.***

Refer to the **GENERAL CONDITIONS** for the exact timing of the bid opening and for the identification of the bids as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and any special provisions as stated herein and hereto attached.

1. All bids must be submitted on the City's bid form when provided. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
2. **Specifications and plans should not** be returned with the bid unless otherwise stated herein.
3. Bids shall be mailed or delivered in a sealed envelope and identified on the outside as to the bid concerned. No faxed or electronically submitted bids will be accepted.
4. Bids will not be accepted after the time designated for the opening of the bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission of their bid.
5. It is understood that the City of Allegan is exempt from the payment of all State and Federal taxes.
6. The bidder, by execution of the bid proposal, thereby declares that the bid is made without collusion with any other person, firm, or corporation, and agrees to furnish all bid items in strict adherence with all Federal regulatory measures.
7. The City Council of the City of Allegan reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Council, may be most advantageous and in the best interest of the City. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
8. The City reserves the right to terminate any awarded bid for any reason by giving written notice of such termination.
9. Contractor shall obtain and file with owner, certificates of all insurance required by owner, with a hold harmless of owner.

## GENERAL CONDITIONS

### **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 lawn care and maintenance work required to maintain the Oakwood cemetery in acceptable manner. The work is to be complete and operational, and accepted by the City. For Spring and Fall cleanups, the City DPW will remove leaves after the contractor gets them to the cemetery roads.

This project is being funded entirely by City funds.

### **LOCATION:**

Project location is at the Oakwood Cemetery, located at 305 Western Avenue in Allegan, Michigan. The cemetery is situated at the southwest quadrant of the intersection of Western Avenue and Arbor Street.

### **BID SUBMISSION:**

Bids are to be submitted to City Clerk, City of Allegan., 231 Trowbridge St., Allegan., MI 49010 on or before 11:00 a.m. on December 14, 2021.

### **CONTRACT DURATION:**

The contract is intended to begin with the Spring 2022 cleanup (May 2022) and extends through the spring cleanup of 2025. The City of Allegan reserves the right to terminate the contract without cause, without incurring any penalty or obligation other than paying for work that had been completed up until thirty (30) days after a written notice of termination is received of such desire to the Contractor. The contractor has the option to terminate the contract upon providing the City a 30 day advance notice.

### **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 sites 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.

### **BIDDERS:**

The City reserves the right to rescind individual parts of the total bid, based on available funding. 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 City to reject any or all bids.

## GENERAL CONDITIONS

### **BID FORM:**

**Preparation of Bid.** Each bid shall be made on the form provided by the City, 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 City. 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 City.

**Bid Delivery.** Bids are to be delivered to the Office of the City Clerk 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 City, 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.
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 City. In attempting to read or decipher a price, the City 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.

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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 is to 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 for the first year, but not less than fifty dollars (\$50.00), made out to the City of Allegan. 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 City 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 City, or his appointed designee.

### **RIGHT TO REJECT BID:**

City 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 City finds any errors in the bidders computations, the City reserves the right to make corrections.

### **WORKMANSHIP:**

#### **Services to be Provided**

##### **A. Spring Clean-Up:**

Remove winter leaves and debris from all areas including, but not limited to, headstones, markers, fencing, and around trees by raking, blowing, or sweeping. Spring clean-up to be completed a minimum of one (1) full week prior to Memorial Day in May of each year. Work is to include gathering leaves and sticks into the street areas within the cemetery **for**

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removal by City of Allegan DPW crews. Spring Cleanup shall be scheduled for 2022, 2023, 2024, and 2025.

**B. Lawn Mowing, Trimming and Edging:**

To maintain manicured appearance of all turf areas throughout the entire growing season, the following specifications shall apply.

Regular mowing of turf areas to maintain uniform grass height of 3" to 3.5". This normally requires about one mowing per 10 - 15 days, however, during periods of rapid growth more frequent mowing may be required.

Trimming around trees, fences, headstones, buildings, walls, light or utility poles, and other objects to be completed with each mowing.

Remove litter and debris **before** each mowing and remove clumps of clippings and waste from walks, ground cover and planting beds, stone areas, and drives upon completion of each mowing.

Bids shall be submitted according to the following estimated number of cuttings per month:

<i>Month</i>	<i>Year</i>	<i>Quantity</i>
May	2022	2
June	2022	2
July	2022	2
August	2022	2
September	2022	2
October	2022	2
November	2022	1
May	2023	2
June	2023	2
July	2023	2
August	2023	2
September	2023	2
October	2023	2
November	2023	1
May	2024	2
June	2024	2
July	2024	2
August	2024	2

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September	2024	2
October	2024	2
November	2024	1

### **E. Irrigation System Maintenance:**

The City of Allegan will perform this work. Contractor is responsible for damages the contractor crews cause to irrigation system pipes at no additional cost to the City

### **F. Fall Clean-Up:**

Remove all leaves and debris from turf areas, headstones, fences, trees, ground cover, stone, and planting beds by raking, blowing, or sweeping. Work is to be accomplished during regular maintenance visits late in the growing season with final clean up in conjunction with the final mowing of the season or November 30, whichever is later. Work is to include gathering leaves and sticks into the street areas within the cemetery **for removal by City of Allegan DPW crews. Fall Cleanup shall be scheduled for 2022, 2023 and 2024.**

### **G. Other Information**

Bid must be for the Spring cleanups in 2022, 2023, 2024 and 2025, Fall cleanups in 2022, 2023 and 2024, and mowing in 2022, 2023 and 2024. Contract will end after the Spring 2025 cleanup is complete.

Firm must have proof of full insurance coverage.

Any subcontractors must also be licensed and insured.

Billing details to be arranged. 7 Monthly billings.

All employee shall wear ANSI 2 rated reflective vests while working in ROW.

Contractor will report to the Director of Public Works or designee.

Director will periodically evaluate performance throughout season.

The Director of Public Works may call for additional work, if necessary.

Any required work not completed within 24 hours after the Director of Public Works notifies the contractor, payments may be modified to reflect the work not completed.

City reserves the right to terminate contractor agreement if work is not performed to City satisfaction.

Payment will be made after all obligations have been met and approved by the Director of Public Works or his designee.

Include with your bid the name of your insurance company along with the coverage provided per occurrence.

All bids must be submitted on the bid forms provided by the City of Allegan, enclosed in a sealed envelope plainly marked for item being bid, and addressed to the City of Allegan.

### **PATENTS:**

The contractor shall defend, indemnify and hold harmless the City against all loss or expense of any nature whatsoever, shall bear the cost of any and all suits which may arise, and shall

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pay any and all damages which may be awarded against the City 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 City 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.
- (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 City. 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 City, the project has been substantially completed, the City 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 City 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 City 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.

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When, in the opinion of the City, the project has been substantially completed, the City 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 City 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 City 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 City 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 City in addition to the regular items as set forth in the Contract executed between the Contractor and the City and the extra work as agreed to in writing between the Contractor and the City except as the Contractor has filed a written claim with the City prior to the Contractor's acceptance of said payment.

Before the final payment is made, the Contractor shall file with the City 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 City 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 City 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 City, 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 City 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.



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### **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 City 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 City and Contractor within ten (10) working days of the Notice of Award. The City 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 complete the work described in the contract.

**Changes in the Work.** The City 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 City may, at any time during the progress of the contract, order extra work necessary to complete the contract. The City 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 State. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-*

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*assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure 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 gender, disability, race, color or national origin in consideration for an award.*

### **INSPECTION:**

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

### **CLEANUP:**

All sticks and leaves gathered by the contractor and placed in streets within the cemetery will be removed by City of Allegan DPW crews.

### **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, and all other required certifications.

### **CONTRACT TIME**

The Contractor shall commence the work to be done under this contract and these specifications on or near May 1 of the calendar year unless the City shall authorize or direct a different start date; 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 in November of the same calendar year, the time of beginning, rate of progress, and time of completion being essential conditions of this contract.

Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect, delay or default of the City, or of any other Contractor employed by the City upon the line of work, or other parties doing work within the lines of the work covered by the contract under permit from the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid; but no such allowance shall be made unless a claim therefore is presented in writing to the City within twenty-four hours of the beginning of such obstruction or delay. The duration of such extension shall be determined by the City.

### **CONTRACTOR'S REPRESENTATION**

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

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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 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 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 City; that any doubts and misunderstandings as to the meaning or import of these specifications, or any obscurity in the wording of them shall be explained and decided by the City, 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.

The foreman, mechanics and others employed by the Contractor shall be skilled in the several tasks which are given them to do. Any employee of the Contractor who may use profane or abusive language to the City, 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 City, be immediately discharged and not again employed without the consent of the City.

And the Contractors 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 City from any and all claims or liability on account of the work performed or materials furnished under said contract, or any alterations thereof.

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

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

the amount named in the Bid, as full compensation for labor and materials required in executing all the work contemplated in this contract, not including the cost of the use of the power rollers and engineers, 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 City's Protective Liability policy as specified shall be written to include the City, as additional named insured.

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

The City's Protective Liability policy as specified shall be written to include the City of Allegan, 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 City 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 City 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 City or his designee.

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**Contract Change Order**

Change Order Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: Oakwood Cemetery Lawn Maintenance  
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:

\_\_\_\_\_

- TOTAL CHANGE ORDER AMOUNT \$ \_\_\_\_\_
- ORIGINAL CONTRACT PRICE \$ \_\_\_\_\_
- TOTAL PREVIOUS CHANGE ORDERS \$ \_\_\_\_\_
- REVISED CONTRACT PRICE \$ \_\_\_\_\_

Approved by the Allegan City Council at the regular meeting held on \_\_\_\_\_.

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

Date \_\_\_\_\_

Date \_\_\_\_\_

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NOTICE OF AWARD

Dated \_\_\_\_\_

TO: \_\_\_\_\_

PROJECT: **Oakwood Cemetery Lawn Maintenance**

\_\_\_\_\_  
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:

\_\_\_\_\_  
Three counterparts 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 CITY 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 CITY 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, CITY shall return to you two fully executed copies of the Contract Documents.

\_\_\_\_\_  
(CITY)

By \_\_\_\_\_  
(Authorized Signature)

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NOTICE TO PROCEED

Dated \_\_\_\_\_

**TO:**

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: Oakwood Cemetery Lawn Maintenance**

\_\_\_\_\_

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)

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

Title: \_\_\_\_\_



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AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, by and between the CITY OF ALLEGAN, MI (hereinafter called CITY) and

\_\_\_\_\_  
(hereinafter called CONTRACTOR).

CITY 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:

**Lawn Care and Maintenance at Oakwood Cemetery**

- 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 work to be performed under this contract is of general landscape including mowing, trimming, weed control and other routine lawn care tasks. The project is to be complete and accepted by the CITY.

- 3. This agreement 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 2003 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 CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

CITY City of Allegan CONTRACTOR\_\_\_\_\_

By\_\_\_\_\_ By\_\_\_\_\_

Title\_\_\_\_\_ Title\_\_\_\_\_

Attest\_\_\_\_\_

GENERAL CONDITIONS

**Bid Sheet for Lawn Maintenance**

<b>City of Allegan</b>					
<b>Bid Sheet for Oakwood Cemetery Lawn Maintenance</b>					
<i>Pay Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Price</i>	<i>Bid Amount</i>
1	Spring Cleanup 2022	1	Each	\$	\$
2	Lawn Maintenance 2022	13	Each	\$	\$
3	Fall Cleanup 2022	1	Each	\$	\$
4	Spring Cleanup 2023	1	Each	\$	\$
5	Lawn Maintenance 2023	13	Each	\$	\$
6	Fall Cleanup 2023	1	Each	\$	\$
7	Spring Cleanup 2024	1	Each	\$	\$
8	Lawn Maintenance 2024	13	Each	\$	\$
9	Fall Cleanup 2024	1	Each	\$	\$
10	Spring cleanup 2025	1	Each	\$	\$
				TOTAL BID	\$

- **\* NOTE:** Maintenance will begin in May and extend through November, weather permitting (Seven (7) months of maintenance per year).

Any exceptions to bid specifications to be noted here \_\_\_\_\_

Insurance Company \_\_\_\_\_

Subcontractor (if used) \_\_\_\_\_

Bidder Name \_\_\_\_\_

GENERAL CONDITIONS

Address

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Signed: \_\_\_\_\_  
(Bidder)