

INVITATION TO BID

FOR

BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING



CITY OF IONIA

**CITY OF IONIA
114 N KIDD STREET
PO BOX 496
IONIA MI 48846
(616) 527-5776**

November 20, 2021

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I. GENERAL CONDITIONS

All information requested of the vendor shall be entered into the appropriate space on the bid forms as specified. Failure to do so may result in a bid being deemed non-responsive. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before bid submission. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the bid closing time will not be accepted.

Time of delivery/installation shall be stated as the number of calendar days following receipt of notice of bid award by the selected vendor until receipt of the goods/services by the city. Time of work delivery may be considered as a determining factor in the award decision.

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the city reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

All prices will remain in effect for at least 150 days to allow for review/approval by the City of Ionia City Council and then remain firm for the length of the contract from date of award by the City Council. Bids shall include all charges for delivery, packing, etc. unless otherwise stated in the bid document. The city is not responsible for and will not pay any fuel surcharges during the term of the contract. Unit prices bid shall include mobilization.

Bid Submission and Terms

Please read these instructions carefully. Bids may be disqualified if not submitted as detailed below.

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, etc.) are NOT acceptable. All bids shall be presented in a sealed envelope and clearly contain on the outside of the sealed envelope the notation:

BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING BID

To be considered, all bids must be submitted and received by the Receptionist at the **City of Ionia City Hall** by the date and time specified, which is **January 7, 2022 by 3:00 PM**. No late, emailed, faxed or telephone bids will be accepted. The city reserves the right to postpone the bid opening for its own convenience.

The city further reserves the right (1) to accept or reject any bid, or any part thereof, (2) to waive any irregularity in a bid, (3) to accept the bid that is in the best interest of the city, (4) to reduce or eliminate this purchase without prior notice, and (5) to issue post-bid addendums to clarify or request additional information including pricing. The undersigned hereby agrees that if the foregoing proposal shall be accepted by city, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal,

provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.

Bid Default – In case of default by the bidder or contractor, City of Ionia may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.

Hold Harmless – The successful bidder agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

W-9 Form – Successful bidder agrees to complete and place on file annually or as otherwise required by the city, a federal W-9 Form, “Request for Taxpayer Identification Number and Certification.”

Proof of Insurance – The successful bidder agrees to provide proof of insurance, naming the City of Ionia as an additional insured, as specified in **Appendix A**.

II. PERFORMANCE BOND (Surety or Cash Performance Bond) – required for all projects bid at \$50,000 or more

Surety Performance Bond – As required by Michigan law (the Michigan Contractor’s Bond for Public Buildings or Works Act), the contractor whose bid is accepted shall furnish a performance bond at its own expense with a company acceptable to the city in the full amount (100%) of the award. The bond shall be made payable to City of Ionia. The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor. If at any time the city shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the city, the contractor shall within ten (10) days after notice from the city to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the city. The premiums on such substitute bond shall be paid by the contractor. The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications.

The contractor may not commence work until the performance bond has been received and approved by the city.

Cash Performance Bond – Contractor shall be allowed to provide a cash performance bond in lieu of the surety performance bond listed above.

*****All bidders shall include a letter from their bonding agent (labeled Exhibit A) and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure a performance bond and maintenance and guarantee bond.**

III. SPECIFIC INSTRUCTION TO BIDDERS

1. To submit a valid bid, each bidder **must complete and return this entire packet with required attachments and authorized signatures**. 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 contractually. **Any proposal not properly executed or missing any required information as specified herein will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. To receive consideration, bids must be received prior to the specified time of opening and reading as designated in the invitation.

Bidders are required to use the proposal form furnished by the city when submitting their proposal. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid, which is **BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING BID**.

3. 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.
4. Proposals should be mailed or delivered to the Receptionist at Ionia City Hall, 114 N. Kidd Street, PO Box 496, Ionia MI 48846.
5. Special conditions, if any, included in this document shall take precedence over any conditions listed under General Conditions or Specific Instructions to Bidders.
6. Bodily injury, property damage, liability, and worker's compensation insurance – As part of its bid response, the contractor shall attach copies of valid certificates of insurance as evidence that the contractor carries adequate insurance satisfactory to the city (see Appendix A for required insurance types and minimum liability limits). Upon execution

of the contract, contractor shall provide copies of the same insurance, but with the addition of City of Ionia named as an additional insured party.

IV. GENERAL SPECIFICATIONS/SCOPE OF PROJECT AND SAFETY

City of Ionia is seeking sealed bids from qualified contractors for the removal/harvest and stump grinding of 40 black walnut trees, located on public property, per the specified list, within the City of Ionia, MI.

GENERAL SPECIFICATIONS

1. Contractor shall remove/harvest 40 black walnut trees of varying size, as specified on the bid sheet. All trees are owned by the City of Ionia and located within the tree lawn (the lawn area between the street curb and the sidewalk).
2. Contractor shall complete tree removal in such a way as to maximize potential harvest value.
3. Contractor shall grind the stumps of all harvested black walnut trees.
4. Contractor shall clean job site of all work-related debris.

Clean-up – All limbs, wood chips, and other debris generated by the project must be disposed of off-site and in a legal manner.

Contractor shall be responsible for insuring products, materials, equipment, used or brought to the project against all risks of loss, including completed operations, loss of use or business interruption. The city will not be responsible for any loss suffered by contractor.

Area around work site shall be cleaned each day before leaving the site. Storage, vehicle and equipment staging, and other ground operations shall be reviewed and approved by the city in advance at all times.

Contractor shall be responsible for damage to the city's premises that may be caused by his work. Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the city shall repair and/or replace the damaged area and charge the contractor or deduct the amount from the contractor's payment.

Contractor shall obtain all necessary permits required by laws and regulations, give all required notices including MISS DIG, and pay all lawful fees in accordance with requirements for his particular work. Contractor shall deliver to the city certificates of inspection where such are required. All federal, state and local taxes, when applicable are the responsibility of the contractor and should be included in the bid price. However, the city is tax exempt and state sales taxes should not be included as part of the bid.

Partial payments shall be made at the discretion of the city manager. The city reserves the right to withhold payments until acceptance of the portion of work completed. Prior to release of final payment, consent of surety document, as applicable, will be required and signed by the surety company.

SAFETY

The contractor shall perform all work in accordance with the “General Safety Rules and Regulations for the Construction Industry” as promulgated by MIOSHA.

The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations and zoning and building codes, as well as MIOSHA guidelines in effect at the time of the project. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

The contractor shall provide for the protection of the public, city and all employees working in the project areas, and the contractor’s own workers from work-related hazards.

Upon request, contractor shall provide a copy of his written Safety Program for review by the city.

In the event of an emergency affecting the safety of persons or property, contractor shall act immediately to prevent threatened loss or damage. The contractor shall immediately stop any activity or operation affecting safety until the situation is corrected.

V. BID FORM: BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING

The undersigned hereby declares that the instructions and specifications, including all appendixes, have been carefully examined, and that the tree removal/harvesting and stump grinding will be done for the net prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least one hundred twenty (120) days from the date of the bid opening to allow for the award of the bid and that if chosen the prices bid will remain firm. The undersigned bidder further agrees and understands that City of Ionia reserves the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the city.

Bidding Company _____

Address/City/State/ZIP _____

Phone _____ E-mail _____

Authorized Representative/Title _____

Signature _____ Date _____

Questions required to complete bid form:

1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information for the owner, president, managing partner or CEO.

2. Please provide the name and work experience of the project site supervisor you are assigning to this contract. This supervisor will be the main contact for the city and will oversee contract compliance, timeliness and work quality.

3. Has your company had a similar contract terminated for cause within the last three (3) years? If yes, please explain.

4. Please provide the names, phone numbers and email addresses of at least three customers for whom you have performed tree removal and stump grinding services for within the last five years. If possible, these customers should be governmental or public entities:

CITY OF IONIA
Black Walnut Removal/Harvesting & Stump Grinding – BID TABULATION

Address	Street	Tree(s) Diameter	Removal & Stump Grinding Charge	Less Harvest Value	Net Cost
1234	Example St.	24"	\$500	\$400	\$100
414	Rice St	20", 22", 25"			
412	King St	38", 31"			
468	State St	11"			
658	W. Main St	31", 29"			
826	W. Main St	36"			
931	W. Main St	37"			
722	W. Washington St	24"			
704	W. Washington St	20"			
658	W. Washington St	26"			
570	Cyrus St	24"			
642	Union St	27", 25"			
650	Union St	29"			
607	N. Jefferson St	24"			
445	Allen St	26"			
456	Jones St	24"			
511	Jones St	18", 11"			
524	Jones St	22"			
406	Morse St	41"			
416	Morse St	35"			
716	Prospect	26"			
111	Forest Hills St	16", 14"			
623	E. Washington	13", 29", 35"			
211	S. Jefferson St	29"			
340	E. Main St	42"			
714	E. Main St	28"			
714	Harrison St	28"			
204	Mill St	21"			
222	Lafayette St	35"			
338	High St	20"			
419	Center St	35"			
320	Welton St	32"			
		TOTALS	\$	\$	\$

VI. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, City of Ionia must obtain certification from the vendor that it is not an “Iran-Linked Business.”

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an “Iran-Linked Business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the city in this regard.

Company Name _____

Authorized Representative _____
(printed name and title)

Signature _____ Date _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2022 by and between City of Ionia, a municipal corporation and _____ doing business as an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following project:

BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING – 40 TREES

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other service necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 (five) calendar days after the date of the NOTICE TO PROCEED and will complete the same on or before June 30, 2022 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) General Conditions
 - (B) Performance Bond
 - (C) Specific Instructions to Bidders
 - (D) General Specifications/Scope of Project & Safety
 - (E) Bid Proposal Form
 - (F) Non-Iran Linked Business Certification
 - (G) Agreement
 - (H) Appendix A – Insurance Requirements
 - (I) Appendix B – Bidder's Checklist
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

OWNER: City of Ionia

BY _____

Name Precia Garland

Title City Manager

WITNESS _____

Name _____
(please print)

CONTRACTOR:

BY _____

Name _____
(please type)

Address _____

WITNESS _____

Name _____
(please print)

Appendix A – Insurance Requirements

Upon notice of bid award, the successful bidder shall provide proof of insurance that includes the following specifications and follows this general form:

This is to certify that the following endorsement is part of the policies described below:

NAMED INSURED (CONTRACTOR)	COMPANIES OFFERING COVERAGE
ADDRESS	A. B. C.

It is hereby understood and agreed that the City of Ionia, 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:

BLACK WALNUT TREE REMOVAL/HARVESTING & STUMP GRINDING – 40 TREES

It is further agreed that the following indemnity agreement between the City of Ionia 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 the 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 that 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.

The contractor, or any of its subcontractors, shall not commence work under this contract until it has 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 City of Ionia. The requirements below should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retentions are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Workers Compensation Insurance including Employer’s 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 million per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability Coverage; (b) Products and Completed Operations Coverage; (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 million 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 Ionia, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Ionia as additional insured, coverage afforded is considered to be primary and any other insurance City of Ionia 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) day notice for non-payment of premium is required and a thirty (30) day notice is required for non-renewal, reduction, and/or material change, shall be sent to: City Manager, City of Ionia, 114 N. Kidd Street, PO Box 496, Ionia MI 48846.
6. Proof of Insurance Coverage – The contractor shall provide City of Ionia at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.

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

*****Proof of Insurance or Insurability Required with Bid Submission**

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability Insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include a letter from their insurance agent (labeled Exhibit B) indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.