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**CITY OF MARSHALL**

**REQUEST FOR BIDS- TREE REMOVAL SERVICES**

**PROJECT:** Tree Removal of (51) fifty-one trees located within the City’s rights-of-way.

**OWNER:** City of Marshall (CITY)

**PUBLIC OPENING:** August 12, 2020; 10:00 A.M. Eastern Time

City Hall – 1st Floor Training Room

323 West Michigan Avenue

Marshall, MI 49068

**BASIS OF PROPOSAL:** There are (51) Trees located in the city right-of-way’s that have been identified as urgently needing to be removed. The bid will include the removal, clean up, and restoration of the lawn around the tree.

**DOCUMENTS ON FILE:** City of Marshall

323 W. Michigan Ave.

Marshall, Michigan 49068

269.781-5183

[WWW.CITYOFMARSHALL.COM/FAQS/164](http://WWW.CITYOFMARSHALL.COM/FAQS/164)

**COMPLETION DATE:** No later than November 1, 2020.

**GENERAL BIDDING INSTRUCTIONS**

**TREE REMOVAL SERVICES**

The City of Marshall (City) is committed to the concept of competitive bids. All vendors are encouraged to submit bids which conform to the stated specifications, or approved equal to the specification, which in the vendor’s opinion would be beneficial to the City in terms of price and performance. The City reserves the right to accept or reject any bid under these terms. Bidder responsiveness, availability and quality of service will be of the utmost importance in this agreement. Any bidder, who is in default to the City at the time of submittal, shall have his bid rejected. The City of Marshall reserves the right to clarify any contractual term with the concurrence of the contractor; however, any substantial non-conformity in the offer, as determined by the City of Marshall shall be deemed non-responsible and the bid rejected.

**CONDITIONS APPLICIABLE TO BID**

A. Applicable Laws: The Ordinances and Charter of the City and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.

1. If the bidder elects to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
2. The City does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation, height, weight or disability in employment or the provisions of service.
3. Bids must stipulate a guaranteed completion date of no later than November 1, 2020.
4. The successful bidder shall furnish proof of bodily injury, property damage, automobile and workman’s compensation insurance.
5. The bidder shall not divulge, discuss or compare his bid with other bidders and shall not collude with any other bidder or parties of a proposal whatsoever.
6. The bid proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.
7. All work shall be performed in accordance with all MIOSHA Safety Standards in effect for the duration of the project.

**CHANGES AND ADDENDA TO BID DOCUMENTS**

Information of change or addendum, issued in relation to this document, will be posted on the city’s website at [www.cityofmarshall.com/faqs/164](http://www.cityofmarshall.com/faqs/164). In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of bid documents. It shall be the bidder’s responsibility to make inquiry as to the changes or addenda issued. Written addenda issued by the City prior to the bid opening shall be binding as if initially written into this bid invitation or specifications. No verbal representation of the City, its employees, or agents shall be binding and bidders shall not rely upon them.

**PAYMENT**

The awarded contractor may issue invoices to the city for payment on a weekly, bi-weekly, or monthly basis. Each invoice shall include the address of the trees removed to be eligible for payment.

**BID RESULTS**

A bid tabulation will be available for review after the bids are opened.

The City of Marshall is subject to the Freedom of Information Act (MCL 15.231 et seq.). The City of Marshall may be required to make available certain information submitted with your bid available to the public if requested. This information may include comparative pricing and other data which the Bidder may normally consider to be proprietary or confidential.

**PERMITS**

The City shall obtain any permit required by MDOT or any other right-of-way permits.

**AWARD OR REJECTION OF BID**

The Contract will be awarded to the lowest and/or best qualified and responsible bidder complying with these instructions and with the advertisement.

The City reserves the right to reject any or all bids in whole or in part thereof for any reason deemed solely by the City of Marshall to be in its best interest.

**FEDERAL, STATE AND LOCAL LAWS**

All bidders shall comply with all Federal, State and local laws relative to conducting business in Marshall, Michigan including, but not limited to licensing, labor, health and safety.

**COLLUSION CLAUSE**

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

**PREPARATION OF BID**

Bids shall be submitted in a sealed envelope, enclosed in a mailing envelope so marked to indicate “TREE REMOVAL.” All bids must be sealed and hand-delivered or mailed to:

City of Marshall

Attn: City Clerk

Bid: Tree Removal

323 W Michigan Ave

Marshall MI 49068

Bids will be opened in the 1st Floor Training Room of City Hall and read aloud on the date and time specified in this document. Bidders and/or representatives are invited to attend. Bids received after the scheduled opening time are ineligible for consideration and will be returned to the bidder. Faxed or Emailed bids will not be accepted.

**EXECUTION OF ACKNOWLEDGEMENT OF AWARD**

The successful Bidder shall, within twenty-four hours after issuance of a purchase order, return the included properly executed Notice of Award to the Purchasing Agent. Bidder shall certify that the person who signs the Acknowledgement is empowered to do so. Upon execution, an agreement will be deemed consummated and the documents, as specified in the list of RFP documents set forth shall constitute a full and binding agreement between the parties. If the properly executed Acknowledgement, along with any and all required insurance certificates are not returned within five (5) calendar days, The City of Marshall may deem the purchase order rejected and offer the purchase order to another bidder without penalty.

**SCOPE OF WORK**

**TREE REMOVAL SERVICES**

1. **GENERAL**

This scope of work is intended to cover the furnishing of all labor, materials, tools, equipment and other services required for the work to be performed. It is intended that the contractor will furnish and deliver all labor, equipment, materials and services to remove trees from the specified locations. Such work shall consist of tree removal, disposal of brush, and restoration of lawn.

For pay items number one through three in the bid form, the quantity was determined by single trees requiring removal at specific addresses. The addresses for the 51-tress are listed individually below. The diameters have been measured at approximately 4.5’ from the base of the ground adjacent to the trunk.

|  |  |
| --- | --- |
| **Address** | **DIA, IN** |
| 821 Wooded lane | 60 |
| 537 N Linden | 45 |
| 564 N. Marshall | 43 |
| 549 N Marshall | 43 |
| 634 W Green | 43 |
| 650 N. Kalamazoo | 42 |
| \*314 W Mansion | 40 |
| 707 N Linden | 40 |
| 634 Clinton | 40 |
| 347 N. Madison | 40 |
| 549 N Marshall | 39 |
| 615 North Dr West | 39 |
| \*704 E Michigan | 38 |
| 501 E Michigan | 38 |
| 323 N. Madison | 38 |
| Brooks Fountain | 37 |
| 302 E Hanover | 36 |
| 735 E Michigan | 36 |
| 520 Schuyler | 36 |
| 731 W. Hanover (on Cheery St side) | 36 |
| 619 Schuyler | 35 |
| 619 E Prospect | 34 |
| 533 N Linden | 31 |
| \*\*224 N Grand | 30 |
| \*716 Gorham | 30 |
| 332 S Madison | 30 |
| 515 N Linden | 29 |
| 541 N Linden | 29 |
| 602 E Michigan | 29 |
| 555 E Mansion | 29 |
| 623 N Linden | 27 |
| 301 E Green | 27 |
| 109 S Mulberry | 27 |
| Brooks Fountain | 27 |
| 828 Wooded lane | 27 |
| 121 W Hanover | 27 |
| 113 N Linden | 26 |
| 501 E Michigan | 26 |
| 301 East Drive | 26 |
| 222 N Marshall | 25 |
| \*224 S Liberty (on Hanover) | 24 |
| 731 W. Hanover (on Cheery St side) | 23 |
| 801 W. Hanover | 23 |
| 411 S Jefferson | 23 |
| 219 High St. | 23 |
| 302 S Mulberry | 23 |
| 302 E Green | 20 |
| 330 N Linden | 19 |
| 801 W. Hanover | 18 |
| 708 S Marshall | 17 |
| 213 W Prospect | 12 |

For bid form pay item four, the areas are identified by the orange dots in Figure A below. The work includes removal and disposal of fallen or damaged trees/limbs over-hanging or resting on the pedestrian walkway along the Kalamazoo River (The Riverwalk). For trees requiring complete removal trunks shall be left 36 to 48-inches high.



Figure : The Riverwalk Tree Clean-up Areas

The restoration of the river banks shall be completed using Riparian Seed Mix as specified below:

* Soft Rush Grass (Juncus effuses) – 20%
* Blue Flas Iris (Iris versicolor) – 15%
* Fowl Manna Grass (Glyceria striata) – 15%
* Golden Alexanders (Zizia aurea) – 15%
* Canada Anemone (Anemone canadensis) – 15%
* Marsh Blazing Stsar (Liatris spicata) – 10%
* Nodding Onion (Allium cernuum) – 10%

1. **ROAD SIGNAGE**

It will be the responsibility of the Contractor to supply and use all appropriate road signage.

1. **TREE REMOVAL AND BRUSH REMOVAL**
2. **The Contractor shall have access to the City of Marshall’s Compost Center, located at 611 Homer Road; Marshall, MI 49068 to dispose of brush and tree trucks with the below parameters:**
3. The contractor will mulch the portion of the trees 6” and smaller with disposal at the City Compost Center.
4. The contractor will haul the trunks to the compost center and place the material as directed by the DPW Superintendent.

d. Tree trunks shall be cut down to the level of the ground.

4. **YARD RESTORATION**

The Contractor will be responsible for the removal of all debris, and repair and ruts or depression caused by the removal work. The area shall be leveled, filled with top soil, seeded and mulched.

5. **CLEAN UP**

1. The Contractor shall clean up and remove all the Debris that may accumulate in connection with the work under this agreement. The Contractor shall keep streets and private property clear and free from Debris

at all times and property must be left in a neat and orderly condition at the end of each day’s work.

1. In no case shall the Contractor allow Brush to remain on public thoroughfares overnight or on the lawns

unless arrangements have been made with the Land Owners, in which any wood shall be stacked on the

property owner’s side of the sidewalk to keep the right of way clear of any wood.

1. Immediately upon completion of the work at each location, the Contractor shall remove and dispose of all Brush and Debris (completely from public property and from private property) in accordance with the

desire of the Land Owner or Owner.

d.Any return to clean up Brush found by the Owner by inspection or complaint, shall be performed at the Contractor’s expense.

6. **DAMAGE TO PROPERTY AND COMPLAINTS**

1. The Contractor shall immediately report all property damage or customer complaints.
2. The Contractor shall be responsible for any or all damage to utilities or other facilities such as sewers, water lines, gas lines, street pavement, curb, sidewalk or drive approaches, underground or overhead electric power or communication lines and the like, due to the intentional or unintentional acts of the Contractor or its employees.
3. The Contractor shall promptly repair and/or restore all structures damaged by the Contractor during the progress of the work.
4. Contractor agrees that complaints of any nature received from Land Owners, agents, or public authorities shall receive immediate attention and all efforts shall be made for a prompt adjustment. All complaints, and any action taken by Contractor in connection with such complaints, shall promptly be reported to the Designated Owner’s Representative.

**CITY OF MARSHALL**

**TREE REMOVAL CONTRACT**

***This time and material contract,*** made the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2020; by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the “Contractor” and the City of Marshall, Michigan, hereinafter called the “Owner.” ***Witnessed*** Whereas, the Owner is desirous of having the Contractor perform Tree Removal services and the Contractor has agreed to the same for the consideration herein named, the Contractor and the Owner agree to the following terms and conditions.

**ARTICLE 1- DEFINITIONS -** The following meanings are ascribed to the terms used in this contract.

**Change Order** - means the written order issued by the City of Marshall, authorizing a change to the Scope of Work and any corresponding change to time of completion or Contractor’s compensation.

**Contract Documents** – means the City of Marshall’s solicitation, including Request For Bids,(RFB) or quotation, instructions to bidders/offerors, Contractor’s response to the solicitation, the Scope of Work, any addenda or supplements including Change Orders, the purchase order, these Terms and Conditions, and Supplemental Requirements. The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

**Contractor** – means the individual, partnership, corporation or other entity awarded a purchase order by the City of Marshall, performing the Work defined in the Contract Documents and who is subject to the terms hereof.

**Day** – means a calendar day.

**Litigation Expense-**means any court filing fee, court cost, arbitration fee or cost, witness fee, and each cost of investigating and defending or asserting any claim for indemnification under this agreement, including without limitation, in each case, attorneys’ fees, other professionals fees and disbursements.

**Loss-** means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than litigation expense.

**Owner**- City of Marshall

**Owner Representative**-The City of Marshall’s Department of Public Works Superintendent, Phil Smith. [PSmith@cityofmarshall.com](mailto:PSmith@cityofmarshall.com); 259-558-0324.

**Scope of Work** – means the entire completed service or the various separately identifiable parts required to be furnished under the Contract Documents. Work includes and is the result of performing services, furnishing labor and documents, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**Subcontractor**- means a person, firm or corporation, other than the Contractor, supplying labor and material or labor for work at the site of the project.

**ARTICLE 2- THE WORK** – It is agreed that the contractor shall furnish all the materials, labor and equipment and perform all of the work as described in the attached Scope of Work, prepared by the Owner, and shall do everything required by the Contract Documents.

**ARTICLE 3- ASSIGNMENT OF CONTRACT** - It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a Subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No sub-letting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Owner to do so.

**ARTICLE 4- OWNER’S RIGHT TO COMPLETE** - It is agreed that if at any time the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to Subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Owner, or if he should willfully and repeatedly violate any of the substantial provisions of this Contract, then in such case the Owner, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract, or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect, and for that purpose. The Contractor shall not be entitled to receive any further payment except that is due for work performed up to the time of notice to “discontinue work”.

It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Contract.

**ARTICLE 5- COMPLIANCE WITH LAWS -** In performing these services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to, the Michigan Workers’ Compensation Act, federal and state tax laws. Contractor is not entitled to unemployment insurance or workers’ compensation benefits. Contractor is solely liable to pay Federal and State income and withholding taxes on any monies earned for services rendered to the City of Marshall. Contractor certifies that it has complied, and during the term of this agreement will comply, with the Immigration Reform and Control Act of 1986. The City of Marshall is exempt from state sales tax and federal excise tax, unless otherwise indicated in the bid or proposal documents.

**ARTICLE 6- INSURANCE**

1. At its own expense, Contractor shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage:

Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least $1,000,000 combined single limit for bodily injury and property damage.

Automobile liability insurance that complies with the requirements of the Michigan No-fault law with Residual Liability limit of at least $1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.

Worker’s compensation insurance as required by Michigan law.

(b) Contractor shall purchase insurance from companies acceptable to the Owner. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable.

(c) Contractor shall ensure that coverage will not be canceled nor any changes made, which alters, restricts or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days’ notice in writing to the City of Marshall Clerk, 323 W. Michigan Ave; Marshall, 49068.

(d) Contractor shall name the “City of Marshall, its employees, City Council, City Manager, and members ” as additional insureds on all liability coverages other than workers compensation.

(e) The coverage granted to the Owner as an additional insured shall apply on a primary basis. The Owner’s coverage shall be excess.

(f) Deductibles and retentions shall be clearly stated on any certificate of insurance and shall be the responsibility of Contractor and not the Owner.

(g) Neither the issuance of any insurance policy required by this provision, nor the minimum limits specified with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Contractor or its Subcontractors arising under or out of this Contract.

(h) **BEFORE PERFORMING ANY WORK**, Contractor shall provide copies of the applicable insurance certificates to the City of Marshall Clerk with a copy to Owner’s Representative. **ANY WORK PERFORMED PROIR TO PRESENTMENT OF AN ACCEPTABLE INSURANCE CERTIFICATE MAY NOT BE COMPENSABLE. CONTRACTOR PERFORMS WORK PRIOR TO THE PRESENTMENT OF ACCEPTABLE INSURANCE CERTIFICATE AT THEIR OWN RISK.**

Contractor waives all rights against the City of Marshall, its employees, and City Council for recovery of Losses, damages and litigation expenses.

**ARTICLE 7- NONDISCRIMINATION** - Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant may be considered a material breach of contract.

**ARTICLE 8- GOVERNING LAW** - This agreement is construed in accordance with Michigan law, without regard to conflict of laws, provisions, and venue is in Calhoun County, Michigan.

**ARTICLE 9- INDEMNIFICATION-** The Contractor shall indemnify and hold harmless the City of Marshall, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney’s fees though appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 10- INDEPENDENT CONTRACTOR**- Contractor shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the work. The Contractor is an independent Contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Marshall.

**ARTICLE 11- TERMINATION -** The Owner retains the exclusive right to terminate all or any portion of the services by giving fourteen (14) Days written notice to Contractor. If the project is terminated, the Owner will pay Contractor equitably for all services properly performed pursuant to this agreement.

**ARTICLE 12 - FORCE MAJEURE -** Neither the Owner nor Contractor shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, war, or flood where such cause was beyond the delaying or defaulting party’s reasonable control. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this agreement.

**ARTICLE 13- PAYMENT -** City of Marshall shall pay all undisputed invoices within thirty (30) days of receipt of invoice.

**ARTICLE 14- DEFAULT -** If either party fails or refuses to substantially perform according to the terms of this Contract, that party shall be declared to be in default by the other party by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or meaningfully begun to be corrected within the time specified in the notice, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

**ARTICLE 15-EXECUTION**

The parties have each duly authorized their undersigned representatives to execute this agreement as of the date first written above intending to be fully bound to this agreement by the signatures of their representatives.

City of Marshall, Michigan Contractor

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

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

Title Title

**BID PROPOSAL FORM**

**TREE REMOVAL SERVICES**

Bid of \*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\* Insert as applicable: “a corporation,” “a partnership, “or “an individual.”

To: City of Marshall, Michigan; hereinafter called Owner.

1. The undersigned, Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work for the annual tree maintenance requirements as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement of Bids and Instructions to Bidders. This Bid will remain subject to acceptance for 35 days after the day of Bid opening. Bidder will sign and submit the Agreement and other documents required by the Bidding Documents within 15 days after the date of the Owner’s Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
4. Bidder has examined and carefully studied the Bidding Documents.
5. Bidder has visited the site and become familiar with and is satisfied as to the general local and site conditions that may affect cost, progress, performance, and furnishing of the Work.
6. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
7. Bidder acknowledges that Owner and Owner’s Representative do not assume responsibility for the accuracy of completeness of information and date shown or indicated in the Bidding Documents. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, studies, and data concerning conditions at or contiguous to the work sites or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences and procedures to be employed by Bidder.
8. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated on the Contact Documents.
9. Bidder has given the Owner’s Representative written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by is acceptable to the Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
10. This Bid is genuine and not made in the interest of on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
11. Bidder will complete the above stated Work for the following prices:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item #** | **Diameter** | **Qty** | **Unit Price** |
| 1 | 6" - 18" | 3 | $ |
| 2 | 19" - 36" | 32 | $ |
| 3 | 37" and up | 16 | $ |
| 4 | Riverwalk | 1 | $ |
| Bid Total | | | $ |

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the city to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

SIGNATURE OF BIDDER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF COMPANY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ZIP CODE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLARIFICATIONS AND EXCEPTIONS**

Any and all exceptions that Bidder takes to the attached Scope of Work and Contract Documents shall be listed below even though the exceptions may be covered elsewhere in the bid materials. Bidder shall indicate to which items the exceptions apply or indicate no exceptions.

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**ADDENDA**

All Addenda are incorporated, by reference, into the Contract. Failure of any Bidder to receive any Addenda shall not relieve the Bidder of any obligation with respect to his or her bid. All Addenda and modifications to the Contract Documents shall be inserted and in this location behind this Page and herein below listed and further coordinated as instructions in each Addendum.

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

**NOTICE OF AWARD**

**CONTRACT FOR TREE REMOVAL SERVICES**

**CITY OF MARSHALL, MI.**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

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

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contract: 2020 TREE REMOVAL SERVICES

You are notified that your Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the contract for the removal of (51) fifty-one trees within the City’s right-of-way.

The agreed upon lump-sum price will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award; that is by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

1. You must deliver to the Owner, two (2) fully executed Contracts. Each of the Contracts must bear your signature at the designated location.
2. You must deliver the specified certificates of Insurance as noted in The Contract; Article 6.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid abandoned, and to annul this Notice of Award.

Within 10 days after you comply with those conditions, Owner will return to you one fully signed counterpart of the agreement along with a formal Purchase Order.

City of Marshall:

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

(Authorized Signature)

Trisha Nelson, Clerk