

CITY OF THREE RIVERS, MICHIGAN  
Specifications for Bids

Tree and/or Stump Removal  
Performance Bids

The City of Three Rivers is committed to the concept of performance bids. All vendors are encouraged to submit bids which conform to the stated specifications, as well as, suggest deviations from the specifications, 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.

I. Instructions to Bidders

- A. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid. Bid shall also include a completed W-9, copy of a current certificate of liability insurance showing workers compensation coverage, and list of references.
- B. The City has adopted a Local Preference Policy, which is included in this bid packet.
- C. Bids must be submitted in sealed envelopes, clearly marked on the outside, "Bids for Tree and/or Stump Removal".
- D. Bids will be received by the Office of the City Clerk, City Hall, 333 W. Michigan Ave., Three Rivers, Michigan, until 11:15 a.m. local time, Thursday, May 8, 2014. All bids shall be date stamped and time marked. Faxed bids shall not be accepted.

II. Conditions Applicable to Bids

- 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.
- B. Taxes: The City of Three Rivers is generally exempt from Federal Excise and Michigan State Sales Tax. Prices should not include tax.
- C. If the bidder elects to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
- D. The City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it shall deem to be in the best interest of the City of Three Rivers.
- E. The contract starting date will be July 1, 2014. The City will expect tree removal work to commence no later than August 1, 2014 unless emergency removals are required prior the commencement date.
- F. The removal list for work to be completed during the 2014 summer months will be provided no later than July 15, 2014.

III. Description

The City of Three Rivers desires to contract for the removal of up to 40 trees more or less which are located in street rights-of-way, parks or the cemetery. It also desires to contract for the removal of a similar number of stumps more or less and the restoration of the resultant holes left by stump grinding and chip removal.

The tree removal contractor shall fell the trees using all due care to protect both pedestrian and vehicular

traffic as well as the sidewalks and residences if they exist at the felling site. Where sidewalk or roadway is present he shall protect it using sheets of plywood.

#### Tree Disposal

Grind the brush on-site

If the property owner wants to keep the firewood (limb and trunk wood), contractor shall stack the wood on the property, and not within the right-of-way.

If the property owner does not want the firewood (limb and trunk wood), contractor shall bring the wood to the DPS cutting area located at the intersection of S Lincoln Ave and Wolf Rd.

#### Traffic Control

Contractor shall be responsible for providing all traffic control devices necessary to divert vehicular traffic from the removals in progress and also diverting pedestrian traffic from the removal site. If it shall be necessary to close off traffic in one or both directions, the following people shall all be contacted a minimum of 1 hour in advance of the closure:

DPS (269) 273-1845

Central Dispatch (269) 467-4195

Removal of cemetery or park trees may require climbing as opposed to bucket truck removal. In some cases, it shall also require lowering the wood to the ground due to close proximity to very breakable and irreplaceable monuments or other objects.

If selected as the low bidder he shall provide the City with a copy of a liability insurance policy which names the City of Three Rivers as second insured. Insurance coverage shall be at least the minimum required by the City of Three Rivers.

#### Stump Grinding

The stump grinding contractor shall grind out each stump to a minimum depth of 6" below the average elevation of the surrounding ground, and also tracing the roots which protrude above ground. The contractor shall remove all grindings from each site and may dump those grindings at a site designated within the City. The contractor shall place topsoil in each hole which shall be provided by the City, rake it smooth and level with adjacent ground beyond the raised ground near the tree, and apply sunny lawn grass seed which he shall provide at the recommended rate. The contractor shall apply a straw mulch to each site.

For trees removed for water service access, contractor will not grind stump. Contractor will leave the stump and a height as directed by DPS.

The City reserves the right to remove or delay stump grinding during the contract period.

The City reserves the right to award the Tree Removal Bid and Stump Removal Bid separately but would prefer to make a single award. If awarded separately the stump removal contractor shall also provide a certificate of liability insurance with proper coverage naming the City of Three Rivers as second insured.

The base contract is for a two-year term with a termination date of June 30, 2016. This contract(s) may be extended for one additional year to a termination date of June 30, 2017 at the same prices if such an extension is agreeable to both the City and to the Contractor. Such an extension shall be subject to City Commission approval prior to commencement of work.

The Contractor shall begin tree removal after he has received the City's "Notice to Proceed", purchase order, and tree removal list.

Payments may be requested by sending one invoice per month for work completed and inspected by DPS. The Contractor shall, as a part of his pay request, **list each address at which a tree has been removed or trimmed, or stump ground, chips removed, topsoil, seed and mulch installed. Pay requests without such accurate information shall not be honored.** Each site listed as completed on the pay request shall be subject to inspection and acceptance by the DPS prior to approval for payment.

IV. Bid

The undersigned having familiarized themselves with the local conditions affecting the cost of the work, and the Contract Documents hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for the removal of trees & stumps and associated landscape work as discussed above and in accordance with the specifications as prepared by the Department of Public Services, City of Three Rivers, Michigan, for, including Addenda No. \_\_\_\_ issued thereto, the following price:

Removal Cost per Tree	\$ _____/Tree
Trim Cost per Tree	\$ _____/Tree
Cost per Stump	\$ _____/Stump

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

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTEED COMPLETION DATE June 30, 2016

THE CITY OF THREE RIVERS  
LOCAL BID PREFERENCE GUIDELINES

CITY COMMISSION GUIDELINES FOR LOCAL BID PREFERENCE TO COMMUNITY-BASED BUSINESSES ON CITY PROCUREMENT CONTRACTS.

**SECTION 1. Introduction.** When a Community-based business, as defined in the Guidelines, submits a responsive bid that is within a certain percentage of the lowest responsive bid received from a non-Community-based bidder, the Community-based business may be considered by the City Commission as the lowest responsive and responsible bidder subject to these Guidelines.

**SECTION 2: Preference for local bidders or offerors.** A Community-based business may be awarded a contract as the lowest responsive and responsible bidder under the circumstances specified in these Guidelines.

**SECTION 3: Definitions.** For purpose of these Guidelines, the following definitions shall apply:

(a) **Community-based business** means the physical and economic relationship to the City evidenced by the main business office or other facility physically located within the "49093 Zip Code Area" as designated by the United States Postal Service.

(b) **Subcontractor** means a person or company that assumes, by secondary contract, some or all of the obligations of an original contractor.

(c) **Joint venture** means a cooperation between two or more parties for a particular project in which they share the responsibilities and profits associated with the project.

**SECTION 4: Preference for Community-based businesses on contracts.** When sealed bids are received by the City in a total amount greater than Seven Thousand Five Hundred (\$7,500.00) Dollars, the following shall apply:

(a) If the lowest bidder is not a Community-based business, a Community-based business with a bid within five (5%) percent of the lowest bid that has been deemed responsive and responsible under the Purchasing Ordinance shall be deemed the lowest bidder. The percentage difference in this Guideline may be revised from time to time as the City Commission deems appropriate.

(b) If no Community-based business is within the existing percentage of the lowest bid, as provided above, then the contract shall be awarded to the person or

business with the lowest, most responsive and responsible bid.

(c) Any Community-based business awarded a contract pursuant to these Guidelines shall agree to make available to the City all records necessary to establish eligibility and compliance with all provisions of these Guidelines.

**SECTION 5. Bonding requirements.**

(a) The City may eliminate bid, performance, and payment bonding requirements when the City Commission deems it appropriate for a Community-based business, except for contracts for construction, alterations or repairs exceeding Twenty Five Thousand (\$25,000.00) Dollars.

(b) The City may allow for joint ventures or other documented business arrangements to enable Community-based businesses to meet bonding requirements for contracts greater than Twenty Five Thousand (\$25,000.00) Dollars.

**SECTION 6. Notice to prospective bidders.** When soliciting competitive bids, the City Manager shall cause prospective bidders to be notified of the City's local bid preference Guidelines.

**SECTION 7. Qualification Determination.** A Community-based business that seeks to qualify for a local bid preference may be required to submit an affidavit as to its qualifications for bid preference and/or be required to furnish such documentation as the City Manager may reasonably require to determine its qualification for a local bid preference.

**SECTION 8. Subcontractors.** In awarding a local bid preference under these Guidelines, the City Commission may ask the Community-based business to give appropriate assurances that if awarded a contract the Community-based business will utilize the services and/or supplies and materials from Community-based businesses for more than fifty (50%) percentage of the total amount of the contract.

**SECTION 9. Considerations in awarding local bid preference.** All contracts awarded under these Guidelines shall be awarded pursuant to a responsive bid from a Community-based business and to a responsible bidder as determined by the City Commission. In accepting a bid under these Guidelines, the City Commission may consider some or all of the following:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.

- (5) The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and services for the use of the subject of the contract.
- (9) The number and scope of the conditions attached to the bid.

**SECTION 10. Guidelines only.** The City Commission has adopted these Guidelines pursuant of its policy to support local businesses in the procurement of City goods, services and capital improvements whenever reasonably possible in the best interest of the City, its taxpayers and residents. The Guidelines may be revised at any time by proper action of the City Commission or in a specific incidence the City Commission, acting in compliance with the City Charter and the City Code, may elect not to follow these Guidelines.

These Guidelines were duly adopted by the Three Rivers City Commission at a regular meeting of the City Commission held on September 1, 2009.

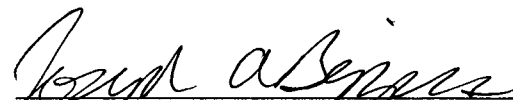
  
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Allen J. Balog, Mayor

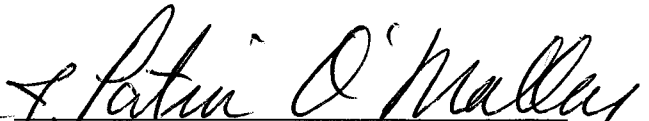
Attest:

  
\_\_\_\_\_  
Lindsay Howes, City Clerk

Reviewed for Administration:

Approved as to Form:

  
\_\_\_\_\_  
Joseph A. Bippus, City Manager

  
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J. Patrick O'Malley, City Attorney