

CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT of Public Works

November 18, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for “Critical Dune Tree Removal” for the City of Grand Haven.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Maria Boersma, City Clerk, before **10:15 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside “Critical DuneTree Removal.”

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works, 1120 Jackson St. Grand Haven, MI. 49417; or online from the City’s Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager, at 616-847-3493**

The City of Grand Haven reserves the right to reject any or all bids or any parts of the same, to waive any irregularities and to accept any bid in its own best interest.

Derek Lemke
Grounds and Facilities Manager
Department of Public Works
City of Grand Haven,

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INSTRUCTIONS TO BIDDERS

1. **SPECIAL CONDITIONS:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **APPLICABLE LAWS:** The revised code of the state of Michigan, Charter of the City of Grand Haven, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.
3. **WORKMEN'S COMPENSATION:** Insofar as Workmen's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.
4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, 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 enter into the manufacture, construction, or form as part of the work covered by either order or contract. He/she further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Instructions to Bidders (See Item 21).

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of Grand Haven may procure the articles of services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit of error which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

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7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal and approved by the City.

10. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
11. **TAXES:** Contractor shall include and be deemed to have included in his bid and contract price, Michigan State Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department Treasury, Revenue Division, on the bid date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be, and was deemed to have been, included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall endure solely to the benefit of the City of Grand Haven.
12. **BID INFORMALITIES AND REJECTION:** The City reserves the right to waive any nonconformity, irregularity or informalities in any bid, to negotiate with the selected bidder, and to award the bid in its determination of its best interest.
13. **AWARD:** Unless otherwise specified in the Bid Document, the City reserves the right to accept or reject any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the City of Grand Haven within 10 days of the date of sending, the Bid Surety, if required,

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will be declared forfeited as liquidated damages.

14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City. Increases in contract costs shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.
15. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with his/her usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter.

16. **SUBMISSION AND RECEIPT OF BIDS:** Inquiries involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least five (5) days prior to the scheduled bid opening. Proposals of this nature are publicly read at 10 o'clock AM (unless otherwise noted) on the date bids are scheduled to be received.

Proposals to receive consideration must be received prior to the specified time of opening and reading as designated in the Notice to Bidders.

Bidder must use the Proposal Form furnished by the City as none other may be accepted.

The Proposal Form must be returned intact.

Removal of any Proposal Form thereof may invalidate the bid.

Specifications and plans referred to in this bid document by reference only, need not be returned with the Proposal Form, however, no excision of material physically incorporated in the bid document will be permitted.

Bids are to be submitted in sealed envelopes and identified as requested in the Notice to Bidders.

Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.

Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

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17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven. In addition, copies will be kept on file at the City Clerk's office and posted on the City website. All bidders shall be bound by such interpretations whether or not received by the bidders.
18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk's office and the City website.
19. **INSURANCE REQUIREMENTS:** The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:
- A. Workers Compensation Insurance in the amount required by Michigan Law.
 - B. General Liability:
 - Bodily Injury and Property Damage combined:

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00
 - C. Automobile Insurance for Vehicles:

Bodily Injury Each Person	\$1,000,000.00
Bodily Injury Each Accident	\$1,000,000.00
Property Damage Each Accident	\$1,000,000.00

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End of Instructions to Bidders Section

Scope of Work

The City of Grand Haven, Michigan, will be accepting proposals from qualified contractors for the removal of trees to slow the spread of oak wilt in three locations, detailed below. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City of Grand Haven when standardization, price, product, safety, quality and delivery are considered. The City of Grand Haven reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

- Removal will need to take place during the dormant months to mitigate the spread of oak wilt.
- The area designated epicenter 5 is a Critical Dunes Area (CDA). Tree service must utilize low-impact equipment and use ecologically sensitive procedures to mitigate potential harm to dune stability. Tree service must cut to a low stump the below-listed plant material. Tree service to chip all cut debris, haul all wood, and finish with a thorough final cleanup.
 - Trees in epicenter five are listed in “EXHIBIT A”
- Spore producing trees will need to be chipped on site or removed and transported to a designated area on Harbor Island to be burned.
 - Trees designated to be chipped or burned will be marked with a blue X.

Permitting

- The City holds a EGLE permit for the purpose of controlling oak wilt and other invasive species within the 139 acres of Mulligans Hollow within the Critical Dune Area.

Site visit

There will be an opportunity to do a walk of the areas needing tree removal. Contractors are encouraged to visit the location to ensure an accurate bid is submitted. The date for the site visit will be on November 26, 2024 at 11:45am. City officials will meet contractors at base of access road. (Please see EXHIBIT B) Contractors planning to attend are asked to let **Derek Lemke (616-847-3493)** know on or before November 25, 2024 by end of day.

Site access

- The city will provide a leaf clean-up service on the access road to the water tower up to one week before the work is scheduled.
- Contractor will have the ability to store equipment inside the fenced-in water tower area locked overnight Monday through Friday.

Bid

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Maria Boersma, City Clerk, before **10:15 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Critical Dune Area Tree Removal".

Time line

Work needs to be completed during the dormant season. Work may begin December 17, 2024 and needs to be completed no later than March 1, 2025.

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager** at 616-847-3493.

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BID FORM

Ms. Maria Boersma, City Clerk
519 Washington Avenue

_____ Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. The City of Grand Haven may, at its sole discretion, buy the proposed product that is in the best interest of the City of Grand Haven.

Description	Unit Price	Item Total

NET
TOTAL: _____

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

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(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

(City/State/Zip)

(Bidder's Signature)

(Print Bidder's Name)

EXHIBIT A

ID number	Species	DBH	trunks	height	Lat.	Lon.
1	Oak, Red	30	1	55	43.05482333	-86.23915750316
4	Oak, Red	21	1	60	43.05476002	-86.23903700836
6	Oak, Red	19	1	55	43.05487446	-86.23903298505
7	Oak, Red	30	1	55	43.054726	-86.23918587096
8	Oak, Red	19	1	89	43.05482133	-86.23925883846
9	Oak, Red	14	1	70	43.05478869	-86.23931296214
10	Oak, Red	34	1	90	43.05467246	-86.23930541807
11	Oak, Red	27	1	80	43.05471519	-86.23899470091
13	Oak, Red	13	1	60	43.05474924	-86.23900542975
14	Oak, Red	16	1	60	43.05484202	-86.23899176265
15	Oak, Red	16	1	60	43.05486463	-86.23897736532
17	Oak, Red	16	1	69	43.05484434	-86.23889793947
18	Oak, Red	11	1	60	43.0547842	-86.23895397082
19	Oak, Red	15	1	70	43.05478866	-86.23885180969
20	Oak, Red	43	2	80	43.05475975	-86.23884644527
21	Oak, Red	20	1	80	43.05473084	-86.23883437533
22	Oak, Red	17	1	80	43.05470488	-86.23879548330
23	Oak, Red	15	1	60	43.05480298	-86.23873820856
24	Oak, Red	18	1	60	43.05481229	-86.23868054107
25	Oak, Red	18	1	65	43.0548929	-86.23878482928
26	Oak, Red	13	1	100	43.05491602	-86.23880336028
27	Oak, Red	23	1	65	43.05493792	-86.23884895783
28	Oak, Red	19	1	60	43.05491097	-86.23887443882
34	Oak, Red	20	1	80	43.05479084	-86.23859068707
35	Oak, Red	16	1	70	43.05480015	-86.23850506911

EXHIBIT B

Sherman Ave

Sherman Ave

Sherman Ave

Grand Haven Area
Community Foundation

Northwest Ottawa
Water Treatment Plant

Grand Haven Wat
Services Garage

Mulligan's Hollow
City Park Tennis Park

Mulligan's Hollow
Park Pickleball Co

Mulligan's Hollow Recreation Area

Mulligan Dr

Mulligan Dr

