INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Texas Township Water Tower – Site Clearing       Bid Reference #: 98888-001.0

IFB ISSUE DATE: February 27, 2020

BID DUE/OPENING DATE: March 12, 2020 @ 3:30 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to: Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: Eric Sajtar, P.E.
sajtare@kalamazoocity.org.

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the DEADLINE FOR QUESTIONS in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED. The City reserves the right to postpone the bid opening for its own convenience.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE #</th>
<th>APPENDICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1</td>
<td>Appendix A</td>
</tr>
<tr>
<td>II</td>
<td>2 – 8</td>
<td>Specifications</td>
</tr>
<tr>
<td>III</td>
<td>9 – 10</td>
<td>Drawings</td>
</tr>
<tr>
<td>IV</td>
<td>11 - 16</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>17 - 21</td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
_____ Specifications are unclear (explain below).
_____ We are unable to meet specifications.
_____ Insufficient time to respond to the Invitation for Bid.
_____ Our schedule would not permit us to perform.
_____ We are unable to meet bond requirements.
_____ We are unable to meet insurance requirements.
_____ We do not offer this product or service.
_____ Remove us from your bidders list for this commodity or service.
_____ Other (specify below).

REMARKS: _______________________________________________________________________
_________________________________________________________________________________

SIGNED: _________________________________   NAME:  __________________________________    
(Type or Print)

TITLE:  __________________________________    DATE: ___________________________________

FIRM NAME: ________________________________________________________________________
(if any)

ADDRESS: __________________________________________________________________________
(Street address)   (City)   (State)  (Zip)

PHONE: _________________________________   FAX:  ____________________________________

EMAIL: ____________________________________________________________________________
SECTION I
INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT- Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATION OF BID- The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

   All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

3. EXPLANATION TO BIDDERS- Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least business 5 days before the bid opening so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. CASH DISCOUNTS- Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. WITHDRAWAL OF BIDS- Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.

6. ALTERNATE BIDS- Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

7. LATE BIDS- Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

8. UNIT PRICES- If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
SECTION II
BID AND AWARD

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the lump sum price as stated below.

TEXAS TOWNSHIP WATER TOWER – SITE CLEARING

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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
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<td>Site Clearing</td>
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<td>Lump Sum</td>
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TOTAL BID

Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

Work shall start within 10 working days after receipt of notification by Contractor of Notice to Proceed, and shall be completed by April 15, 2020.
Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No:       __________ __________ __________ __________ __________
Dated:             __________ __________ __________ __________ __________

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: ______________________________________ Name: _______________________________
Title: __________________________________________________________________________
CITY OF KALAMAZOO – INVITATION FOR BIDS
Texas Township Water Tower – Site Clearing

Page 4
Bid Reference #: 98888-001.0

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. (Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:

☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: __________________________

☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

__________________________  _____________________________
Date                  Signature

_____________________________
Printed Name

_____________________________
Position
CITY OF KALAMAZOO – INVITATION FOR BIDS
Texas Township Water Tower – Site Clearing

Texas Township Water Tower – Site Clearing    Bid Reference #: 98888-001.0

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.

2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over $25,000. If more than 50% of the contract is subcontracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: 

Street Address of Business: 

City, State, and Zip Code: 

Number of employees working in Kalamazoo County: 

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate:

Signature: ____________________________ Date: ________________

Title: ____________________________

Revised April 2008
SUB-CONTRACTING INFORMATION

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

INSTRUCTIONS:
Nature of Contract - State a brief description of the work or product that will be provided.
BIDDER – Provide the percentage of services or construction activity that will be provided by your firm.
Subcontractors:
• Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
• Indicate with YES or NO under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
• Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

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<tr>
<th>Subcontractor Name/Address</th>
<th>Local?</th>
<th>% Of Total Contract</th>
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Does this List of Subcontractors need to be updated after the bid opening? Yes __ No __
REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: ________________________________________________________________

2. Established: Year ________ Number of Employees: _________

3. Type of organization:
   a. Individual: __________ b. Partnership: __________
   c. Corporation: __________ d. Other: __________

4. Former firm name(s) if any, and year(s) in business:
   ____________________________________________________________________________
   ____________________________________________________________________________

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.

   5.1 Company Name: ___________________________________________________________
   Address: ___________________________________________________________________
   Phone: ___________________________________________________________________
   Contact: ___________________________________________________________________
   Type of work or contract: ______________________________________________________

   5.2 Company Name: ___________________________________________________________
   Address: ___________________________________________________________________
   Phone: ___________________________________________________________________
   Contact: ___________________________________________________________________
   Type of work or contract: ______________________________________________________

   5.3 Company Name: ___________________________________________________________
   Address: ___________________________________________________________________
   Phone: ___________________________________________________________________
   Contact: ___________________________________________________________________
   Type of work or contract: ______________________________________________________

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: ___________________________________   Name: _______________________________
   (type or print)

Title: _______________________________   Date: _______________________________
I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): ________________________________

Remittance Address: ________________________________________________

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: ________________________________ NAME: ________________________________

(TYPE OR PRINT)

TITLE: ________________________________ DATE: ________________________________

FIRM NAME: ________________________________ (if any)

ADDRESS: ________________________________

(Street address) (City) (State) (Zip)

PHONE: ________________________________ FAX: ________________________________

EMAIL ADDRESS: ________________________________

FOR CITY USE ONLY - DO NOT WRITE BELOW
SECTION III
CITY OF KALAMAZOO
INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, 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 the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers’ Compensation Insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 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.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
INDEMNITY AND INSURANCE

Continued

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor’s responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.
CITY OF KALAMAZOO – INVITATION FOR BIDS
Texas Township Water Tower – Site Clearing
Bid Reference #: 98888-001.0

SECTION IV
GENERAL PROVISIONS

1. INTENT

It is the intent of these plans and specifications to provide for a contractor who shall provide all labor, materials, tools and equipment necessary to perform in a professional manner for the Texas Township Water Tower - Site Clearing as described in the specifications and bid document.

2. SCOPE OF WORK

This contract includes, but is not limited to: Site clearing in designated areas on the property at 6321 S. 6th Street in Texas Township, Michigan. Site clearing shall include all work listed in Section 31 10 00 - Site Clearing of the Specifications.

3. QUANTITIES

The quantities shown or indicated on the plans are only estimated. Payment will be made on a Lump Sum basis.

4. INSPECTION OF WORK

The City may maintain inspectors on the job who shall at all times have access to work.

5. INSPECTION OF SITE

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection in behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Water Resources Division.

6. INSPECTION AND TESTING

The Contractor shall give the City’s Project Manager timely notice of readiness of the work for all required inspections, tests or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests. Verification that testing required by the contract has been completed on one phase of the project prior to proceeding to the next phase is the responsibility of the Contractor. In the event that the project has proceeded without required testing, the Contractor shall insure that the required testing is obtained retroactively and shall provide access for testing as necessary at his/her sole expense.
7. MATERIALS INSPECTION AND RESPONSIBILITY

7.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

7.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.

7.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or State codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

7.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after notice has been given by the City to the Contractor that such materials, equipment or components have been rejected.

8. LAYING OUT WORK

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the City Engineer for consideration before proceeding. The City Engineer will provide staking for the project.

9. SUPERVISION

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

10. TEMPORARY UTILITIES

11.1 Temporary or construction water will NOT be available on the site. The Contractor must provide for drinking water.

11.2 Temporary toilets: To be supplied by the Contractor as may be necessary.

11. SITE SECURITY

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

12. TARDINESS

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.
13. **PROGRESS SCHEDULE**

13.1 After receipt of Notice to Proceed, work shall start within 10 days unless otherwise agreed to by the Project Manager.

13.2 **Project shall have a final completion date of April 15, 2020.**

13.3 Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the work will remain unchanged. Any contract time added for additional work will be applied to that additional work only, and cannot be added to items in the original contract. Any work done on the items in the original contract past the number of working days stated herein will be subject to liquidated damages regardless of any work that may be added at a later date.

13.4 The Contractor will be required to meet with the Public Services representatives to work out detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.

13.5 The named sub-contractor(s) for all items shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

13.6 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, as well as the final project completion date specified in the bid documents. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.

13.7 Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

13.8 The starting date and the contract time to the completion date for this project may be adjusted by Public Services without imposing liquidated damages upon the receipt of satisfactory documented evidence that unforeseen delayed delivery of critical materials will prevent the orderly prosecution the work.

14. **CONSTRUCTION SCHEDULE AND COORDINATION**

14.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.

14.2 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.

14.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.

14.4 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.
15. **CONTRACTOR COORDINATION**

15.1 The Contractor shall make every effort to coordinate every aspect of his work with that of other contractors on the site to assure an efficiently managed and proper installation.

15.2 Consideration shall be given to timing of construction, maintaining adequate construction access, and construction staging. Any costs associated with this coordination shall be included in the contract.

16. **COORDINATING CLAUSE**

The Contractor's attention is called to Article 104.07 of the MDOT 2003 Standard Specifications for Construction entitled "Cooperation by Contractor."

17. **ADDITIONS**

17.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

17.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until approved.

18. **MAINTAINING TRAFFIC**

18.1 This work shall be in accordance with the requirements of Section 812 of the MDOT Standard Specifications for Construction and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.

18.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines for intersecting streets which are to be closed with the first usable street on each side of the project. Traffic regulators, where required by the Engineer, are included.

18.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, drum type barricades will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area.

18.4 Through traffic shall be maintained utilizing sidewalk closures with detours and traffic shifts per MDOT traffic and safety details.

18.5 Protection of all pedestrian traffic shall be maintained at all times.
MAINTAINING TRAFFIC (cont.)

18.6 Payment for the traffic control devices shall be included in the Lump Sum bid.

18.7 Under Article 812.04.D "Operated Pay Items" the term ‘Relocating’ shall include the relocating of the item from any street covered by the contract to any other street covered by the contract.

Special Restrictions: Access to frontage properties shall be maintained as much as practical. Emergency access shall be maintained at all times.

19. REMOVAL OF RUBBISH

The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.

22. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties. Work hours shall be limited to 7:00 AM to 7:00 PM, Monday through Friday.

21. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of two (2) years following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the City.

22. SAFETY

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

23. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly, however, frequency of payment will not exceed bi-weekly.

24. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of the material and/or services is made and thereafter accepted to the satisfaction of The City and must comply with the terms herein, and be full in accord with specifications and of the highest quality. In the event the material and/or service supplied to The City is found to be defective or does not conform to specifications, The City reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

25. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, the bidder MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.
26. **SAFETY STANDARDS**

   The bidder warrants that the products supplied to The City conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the failure to comply with this condition will be considered a breach of contract.

27. **MANUFACTURER'S CERTIFICATION**

   The City reserves the right to request from bidders separate manufacturer certification of all statements made in the bid.

28. **PROTECTION OF WORK**

   The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.

29. **PROTECTION OF PROPERTY**

   29.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.

   29.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

30. **QUESTIONS**

   Bidders shall address questions regarding the specifications to Eric Sajtar, P.E. at sajtare@kalamazoocity.org. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720.
SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written NOTICE TO PROCEED. Work shall NOT be started until such NOTICE TO PROCEED is received by the Contractor.

B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

1) No bids received;
2) A single bid being received; or
3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.
5. **INVOICING**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. **PAYMENTS**

Upon issuance of certificates of Payment by the Architect/Engineer for labor and material incorporated in the work and the materials suitably stored at the site payment shall be made up to ninety (90%) percent of the value thereof.

When the cumulative total of payment is equal to fifty (50%) percent of the contract sum, subsequent payments will be made in the full amount for labor and material certified by the Architect/Engineer.

The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

7. **CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.
8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor, unless stated otherwise.

This contract shall be governed by the laws of the State of Michigan.

9. **RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

A. Contractor compliance with contract requirements,
B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. **DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

C. The unauthorized substitution of articles for those bid and specified.

D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

E. Failure to perform in compliance with any provision of the contract.
F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

12. **TERMINATION OF CONTRACT**

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
13. **INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. **PROJECT SUPERVISOR**

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

15. **MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the City’s Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Project Manager, the severity of the circumstance warrants, no more than one (1) working day.
APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS


1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position.

3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over $25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
1-2010
SPECIFICATIONS
Bid Ref: 98888-001.0

Texas Township Water Tower
Site Clearing
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Work restrictions.
   5. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Texas Township Water Tower - Site Clearing.
   1. Project Location: 6321 S. 6th St.

B. Owner: City of Kalamazoo, 415 Stockbridge Avenue, Kalamazoo, Michigan, 49001

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. Tree and shrub clearing in the areas identified on the attached maps. The intent of the project
      is to clear all trees and shrubs in the identified areas to facilitate water tower construction and
      water main installation.

B. Type of Contract.
   1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during
   construction period. Contractor's use of Project site is limited only by Owner's right to perform
   work or to retain other contractors on portions of Project.

B. Access to the clearing site is provided from 6th St. and W. O Ave. in Texas Township. No other
   access points are available to the Contractor.

C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of
   Project site beyond areas in which the Work is indicated.
   1. Limits: Confine construction operations to designated areas.
   2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear
      and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use
      these areas for parking or storage of materials.

D. Contractor shall not operate heavy equipment on any side street within the project area without
   permission from the Engineer, Owner, and authority having jurisdiction.
1.5 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities
      having jurisdiction.

B. On-Site Work Hours: Limit work to 7:00 a.m. to 7:00 p.m., Monday through Friday, unless
   otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities unless permitted under the following
   conditions and then only after providing temporary utility services according to requirements
   indicated:
   1. Notify Owner and all impacted parties not less than two days in advance of proposed utility
      interruptions.
   2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and
   vibration, odors, or other disruption with Owner.
   1. Notify Owner not less than two days in advance of proposed disruptive operations.
   2. Obtain Owner's written permission before proceeding with disruptive operations.

1.6 SUGGESTED SEQUENCE OF WORK

A. In general, it is the intention and understanding that the Contractor shall have control over the
   sequence and order of execution of the Work to be done under the Contract and over the
   method(s) accomplishing the results. Engineer may make such reasonable requirements as
   necessary for the proper and effective protection of work partially or wholly completed, and to
   these requirements, Contractor shall conform.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and
   the intended meaning of certain terms, words, and phrases when used in particular situations.
   These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The
      words "shall," "shall be," or "shall comply with," depending on the context, are implied where
      a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated
      otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of
   all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are
   described in detail in the Specifications. One or more of the following are used on Drawings to
   identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the
      individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations published as part of the
      U.S. National CAD Standard and scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing
      Specification Section numbers found in this Project Manual.
1.8 MISCELLANEOUS PROVISIONS

A. Coordinate site work with Texas Township superintendent (269.375.1591) to gain access to site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00
SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Owner will issue Field Orders, authorizing changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
2. Within 5 days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor’s construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on a Change Order form provided by the Owner.

1.5 WORK CHANGE DIRECTIVE

   1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01 26 00
PART 1 - GENERAL

1.1 BACKGROUND

A. The Work in this section is to provide clearing and grubbing of trees, stumps and associated debris within the boundaries depicted on the attached drawings/maps (approximately 3.25-acres). Additionally, numbered trees within the project area will be dropped and laying on the ground prior to this work beginning. Complete removal of these trees is required under this contract.

1.2 SUMMARY

A. Section Includes:
   1. Clearing and grubbing.
   2. Disposal of surplus materials.
   3. Temporary erosion and sedimentation control.

1.3 PREINSTALLATION MEETINGS

A. Pre-Construction Conference: Conduct conference at Project site.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be left on site or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. Notify MISSDIG a minimum of three full working days in advance.

1.6 SUBMITTALS

A. None.
PART 3 - EXECUTION

3.1 PREPARATION

A. Owner will provide flagging/staking to delineate limits of areas to be cleared and grubbed. Review at site with Owner before commencing removal of trees, vegetation, and other materials to be removed.

B. Replace flagging that is lost, removed, or destroyed. Flagging and survey stakes shall remain after the work is complete.

C. Protect and maintain benchmarks and survey control points from disturbance.

D. Protect existing site improvements to remain from damage during construction. Existing site improvements include, but are not limited to driveways, structures, underground facilities to remain, and adjacent properties.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation-control measures where needed to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties according to erosion and sedimentation-control requirements of authorities having jurisdiction.

B. Conduct operations in compliance with Part 91 of Public Act 451 of 1994, the Natural Resources and Environmental Protection Act.

C. Restore, grade, seed, and stabilize any areas disturbed during the work, including ruts and areas with bare/unvegetated soil that is susceptible to erosion and/or sedimentation.

3.3 CLEARING AND GRUBBING

A. Prior to start of construction, the Contractor shall verify the limits of trees and other items that are to be saved. The Contractor shall then clear the site of all remaining trees, brush, and other miscellaneous items that are not to be saved. Special care must be taken to minimize the spread of Oak Wilt; as such, removal and trimming of oak trees (or activities that could damage oak trees) will not be permitted after April 15, 2020.

B. Contractor to clear the entire area within the project boundaries. A 20-foot vertical space above the project area must also be cleared of any overhanging branches.

C. Remove obstructions, trees, shrubs, and other vegetation to permit water tower construction and water main installation.
   1. Remove all trees of any size, stumps, brush, shrubs, and logs in the designated clearing areas.
   2. Cut all trees and vegetation flush with the ground.
   3. Grind stumps to 18 inches below grade.
4. The Contractor shall abide by any easements regarding the tree removal work and wood ownership.
5. Clear undergrowth and deadwood without disturbing subsoil.
6. Do not use cleared or grubbed materials as fill, backfill, or in embankments.

D. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.
2. Place 4 inches of topsoil at surface, native seed mix, and provide mulch blankets to stabilize soil where necessary.

3.4 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove all timber and vegetative debris resulting from clearing operation and dispose of off Site.
B. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose.
C. Do not dispose of material, temporarily or permanently, in wetlands or floodplains.
D. Do not burn clearing debris at the site, unless approved by the Owner and authorities having jurisdiction. If burning is permitted, comply with requirements of authorities having jurisdiction and Owner’s requirements.

END OF SECTION 31 10 00
DRAWINGS
Bid Ref: 98888-001.0

Texas Township Water Tower
Site Clearing
Water Tower
Bat Tree
Survey Map #1

- Trees for Removal before 3/31/20
- Approximate Project Boundary

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: January 27, 2020