

**BID DOCUMENTS**  
**FOR**  
**2025 SPRING TREE REMOVAL BID**



**CITY OF OWOSSO**  
**301 W. MAIN STREET**  
**OWOSSO, MICHIGAN**  
**48867**

**April 1, 2025**

**NOTICE TO BIDDERS  
2025 SPRING TREE REMOVAL BID  
FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed proposals will be received by the city of Owosso for the **2025 SPRING TREE REMOVAL BID** and should be addressed to:

Bid Coordinator  
City of Owosso  
301 W. Main Street  
Owosso, Michigan 48867

**Major items include:** The removal of trees in various locations throughout the city.

Bids will be accepted until **3:00 p.m. TUESDAY, April 22, 2025**, for the **2025 SPRING TREE REMOVAL BID** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

**2025 SPRING TREE REMOVAL BID**

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or on the MITN website at [www.mitn.info](http://www.mitn.info).

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before **MAY 15, 2025**, and all work is to be completed by **JULY 31, 2025**.

**INQUIRIES/ADDENDUMS**

Addendums will be available on the city's website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info).

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-729-6137 or by e-mail to [thomas.wheeler@ci.owosso.mi.us](mailto:thomas.wheeler@ci.owosso.mi.us) Call 989-725-0550 to arrange a field inspection.

## INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
  - a. **Bid Proposal**
  - b. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
  - c. **Local Preference Affidavit**
  - d. **W-9 Request for Taxpayer ID No. and Certification**

## **BID PROPOSAL**

### **2025 SPRING TREE REMOVAL PROGRAM**

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

CITY has full trees to be cut. Option 1 trees shall be removed. Option 2 trees are optional for removal.

- 1) Bidder shall price Option 1 and Option 2 trees separately, as owner may select only partial quantity of trees from the Option 2 list, in the event bids are higher than available budgeted funds. Option 1 trees shall be the minimum removed.
- 2) Bidder shall also price Option 3 as a combination of Options 1 and 2, in the event bids received do not exceed available budgeted funds.
- 3) Bidder must provide pricing for each Option listed.

**The undersigned, having examined the bid proposal forms and specifications, proposes to furnish all materials and equipment to do all work shown in the said drawings and specifications at and for the following unit prices:**

OPTION 1 – MUST REMOVE – TREE TAKEDOWN LIST						
		DIAMETER OF TREE				
Item	Location of Tree	Under 18"	18-24"	24" OR LARGER	NOTES	PRICE
1	821 S. Washington St.			36"	Maple	
2	821 S. Washington St.			46"	Maple	
3	904 S. Washington St			31"	Maple	
4	302 W. Oliver St.			30"	Maple	
5	1031 S. Chipman St.			40"	Maple	
6	825 Queen St.			37"	Maple	
7	115 Curwood Castle Dr.			31"	Maple	
8	514 W. Oliver St.			34"	Maple	
9	207 E. Oliver St.			27"	Maple	
10	207 E. Oliver St.			29"	Maple	
11	446 E, Oliver St.			29"	Maple	
12	611 Adams St.			33"	Maple	
13	1324 Adams St.			39"	Elm	
14	120 Goodhue St.			48"	Oak, Fayette Sq./ located on N. Washington St.	
15	711 Willow Springs Dr.			37"	Maple	
16	738 Woodlawn Ave.			42"	Maple main trunk 8' tall	
17	636 N. Hickory St.			42"	Maple	
18	624 N. Saginaw St.			31"	Maple	
19	927 N. Saginaw St.			35"	Maple	
20	518 N. Ball St.			32"	Maple	
21	604 N. Ball St.			41"	Maple Tree anchored to T-pole @ 603 N. Ball	
22	626 N. Ball St.			35"	Maple	
OPTION 1 TOTAL TREES		0	0	22		
OPTION 1 TOTAL						\$

Bidder's Initial \_\_\_\_\_

**BID TOTAL (ITEMS 1-22)**

\_\_\_\_\_  
(use words)

\$ \_\_\_\_\_  
(use figures)

OPTION 2 –SELECTIVE REMOVAL						
		DIAMETER OF TREE				
Item	Location of Tree	Under 18"	18"-24"	24" OR LARGER	NOTES	PRICE
1	1609 Frederick St.			36"	Maple	
2	320 W. Oliver St.			32"	Maple	
3	657 N. Hickory St.			36"	Maple, Tree on E King St.	
4	924 Kenwood Dr.			37"	Maple	
5	620 Ada St.			42"	Oak	
6	819 Glenwood Ave.			32"	Maple	
7	312 E. Williams St.			32"	Maple	
8	733 N. Park St.		23"		Maple	
	Option 2 Total Trees		1	7		
OPTION 2 TOTAL						\$

Bidder's Initial \_\_\_\_\_

**BID TOTAL (ITEMS 1-8)**

\_\_\_\_\_ (use words)

\$ \_\_\_\_\_ (use figures)

OPTION 3 – COMBINATION OF OPTION 1 AND OPTION 2 TREES						
		DIAMETER OF TREE				
Item	Location of Tree	Under 18"	18"-24"	24" OR LARGER	NOTES	PRICE
1	821 S. Washington St.			36"	Maple	
2	821 S. Washington St.			46"	Maple	
3	904 S. Washington St.			31"	Maple	
4	302 W. Oliver St.			30"	Maple	
5	1031 S. Chipman St.			40"	Maple	
6	825 Queen St.			37"	Maple	
7	115 Curwood Castle Dr.			31"	Maple	
8	514 W. Oliver St.			34"	Maple	
9	207 E. Oliver St.			27"	Maple	
10	207 E. Oliver St.			29"	Maple	
11	446 E. Oliver St.			29"	Maple	
12	611 Adams St.			33"	Maple	
13	1324 Adams St.			39"	Elm	
14	120 Goodhue St.			48"	Oak, Fayette Sq./ located on N. Washington St.	
15	711 Willow Springs Dr.			37"	Maple	
16	738 Woodlawn Ave.			42"	Maple main trunk 8' tall	
17	636 N. Hickory St.			42"	Maple	
18	624 N. Saginaw St.			31"	Maple	
19	927 N. Saginaw St.			35"	Maple	
20	518 N. Ball St.			32"	Maple	
21	604 N. Ball St.			41"	Maple Tree anchored to T-pole @ 603 N. Ball	
22	626 N. Ball St.			35"	Maple	
23	1609 Frederick St.			36"	Maple	
24	320 W. Oliver St.			32"	Maple	
25	657 N. Hickory St.			36"	Maple, Tree on E King St.	
26	924 Kenwood Dr.			37"	Maple	
27	620 Ada St.			42"	Oak	
28	819 Glenwood Ave.			32"	Maple	
29	312 E. Williams St.			32"	Maple	
30	733 N. Park St.		23"		Maple	
OPTION 3 TOTAL TREES		0	1	29		
OPTION 3 TOTAL						\$

Bidder's Initial \_\_\_\_\_

**BID TOTAL (ITEMS 1-30)**

\_\_\_\_\_ (use words)

\$ \_\_\_\_\_ (use figures)

**VARIANCE FROM SPECIFICATIONS:** If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of **\$200.00** a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the city accepts this proposal, Contractor will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal. Contractor will furnish the surety for performance, for 100% of this bid, which shall be accepted and approved by the city.

The undersigned agrees that if the city accepts this proposal, Contractor will start this project no sooner than **May 15, 2025**, and will substantially complete the entire work under this contract by **July 31, 2025**. This schedule may be extended for rain days or cold weather for calendar days after **July 31, 2025**, only as approved by the city of Owosso.



## GENERAL SPECIFICATIONS – TREE REMOVAL SCHEDULE

The contractor shall propose a schedule to accomplish the work on or before **May 15, 2025**. The schedule should be based on a **May 5, 2025**, award date.

The work may be done between the hours of 7:00 am and 7:00 pm and shall not be done on Sunday. The city shall be informed no later than noon on Friday of the schedule for the next week.

The contractor is responsible for calling MISS DIG @ 811 before proceeding with any work.

### TREE REMOVAL

#### 1. DESCRIPTION

The contractor shall furnish all necessary supervision, labor, vehicles, and equipment capable of effective and efficient removal of specified trees. In addition, the contractor shall remain on site at all times while work is being performed, or a site supervisor who represents the contractor and can adequately communicate in English, both orally and in writing. Contractor must dispose of ash trees under the requirements of the EAB Quarantine.

#### 2. EQUIPMENT

The equipment used shall be specified by the contractor and the contractor must describe equipment to be assigned to the project. The contractor shall plan and prepare for the use and positioning of equipment to accomplish the safe, effective, and efficient removal of trees and sections of trees while not damaging improved property.

Whenever any tree, or large tree sections, being removed may endanger people or property, an adequate area shall be cordoned off with tape or rope and clearly marked to prohibit access by the public or other unauthorized persons.

#### 3. UTILITIES

The contractor is responsible for contacting utility companies to obtain clearance/location of utilities in any tree removal areas.

#### 4. TREE REMOVAL

The work will consist of removal of trees specified by the city of Owosso. All tree trimming and removal will be done in accordance with the **National Arborists Association Standards** for health and safety.

Removal of trees will consist of clearing of logs, branches, limbs and brush and the area to be swept clean of all tree debris after completion of work on site.

The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of each day. Sidewalks, curbs, gutters, and pavement areas will be left in a "broom cleaned" condition upon completion of work each day.

### ADDITIONAL REQUIREMENTS:

- Chip all brush and limbs up to 6 inches in diameter.
- Tree is to be removed to within 6 inches of surrounding grade.
- Cut lengths will not exceed 6 foot in length.
- City will remove wood; homeowner has rights to wood if wanted.
- Traffic control and public safety are responsibility of contractor.
- City will remove stumps and restore right of way. Contractor is responsible for damage to private property.

On behalf of \_\_\_\_\_, I hereby submit this proposal for **2025 SPRING TREE REMOVAL BID** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

**Bid proposal by (Name of Firm):**

**Please check the appropriate box and USE CORRECT LEGAL NAME.**

☐ Corporation

State of Incorporation:

☐ Partnership

List of names:

☐ DBA

State full name:

☐ Other

Explain:

**Signature of Bidder:**

**Title:**

**Signature of Bidder:**

**Title:**

**Address:**

**City, Zip:**

**Telephone:**

**Email Address:**

**Signed this**

**Day of**

**2025**

**Bidder acknowledges receipt of the following Addenda:**

**ADDENDUM NO: BIDDER'S INITIALS:**

## GENERAL CONDITIONS

### 1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

### 2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

### 3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

### 4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### 5. UNIT PRICES

Prices should be stated in units of quantity specified.

### 6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

### 7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

### 8. HOLD CITY HARMLESS

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 a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description

brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

#### *9. COMPETITIVE BIDDING STATUTES*

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

#### *10. SAMPLES*

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

#### *11. BONDS*

A certified check or bid bond may be required, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts stated in the bid documents, shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

#### *12. PROPOSAL GUARANTEE*

All checks or bid bonds, except those of the three lowest bidders, will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

#### *13. BIDDERS*

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

#### *14. INSURANCE AND HOLD HARMLESS*

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Owosso, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Owosso 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 Owosso, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, for all actions of the Contractor.

Contractor 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 Owosso. The requirements below should not be interpreted to limit the liability of Contractor. All deductibles and SIR's are the responsibility of Contractor. Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. 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.  
(E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits  
may be obtained by the use of primary and excess/umbrella liability policies.

- c. 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.
- d. Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The City of Owosso shall be the "Named Insured" on said coverage.
- e. Additional Insured: Commercial General Liability and Automobile Liability as described above shall include an endorsement stating the City of Owosso shall be listed as additional insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.
- f. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: **(The City of Owosso, Terri Sinn, Insurance Coordinator, 301 W. Main Street, Owosso, MI 48867).**
- g. Proof of Insurance Coverage: Contractor shall provide the City of Owosso at the time that the contracts are returned by him/her for execution, 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.

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

#### **15. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES**

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

#### **16. CONTRACTOR'S RESPONSIBILITY FOR WORK**

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

#### **17. PAYMENT**

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract. Before the contractor shall demand final estimates or payment, contractor will furnish to the city,

supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

#### **18. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

#### **19. OWNER'S RIGHT TO DO WORK**

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

#### **20. DEFINITION OF NOTICE**

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

#### **21. SUBCONTRACTS**

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

#### **22. ASSIGNMENT OF CONTRACT**

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

#### **23. MAINTAINING TRAFFIC**

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

#### **24. ORDER OF COMPLETION**

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so

requested, the contractor shall arrange to schedule to meet the request by the owner.

#### *25. USE OF COMPLETED PORTIONS*

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

#### *26. WATER SUPPLY*

The contractor shall secure an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates.

Hydrant meters are available at Owosso DPW. \$1,000 prepayment is required. This covers usage of the water meter/RPZ and bulk water prepayment per the following charges: bulk water rate is \$12 per 1,000 gallons with a \$60 minimum charge which includes the first 5,000 gallons. When water meter and RPZ are returned in good condition, \$450 will be returned less any water use over the minimum charge for 5,000 gallons.

#### *27. CLEANUP*

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

#### *28. SUPERVISION*

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

#### *29. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES*

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

**GENERAL  
CONDITIONS  
LOCAL PREFERENCE POLICY**

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

\_\_\_\_\_  
Registered business  
address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

\_\_\_\_\_  
Business name and address of sub-contractor

\_\_\_\_\_  
Percentage of contract

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company name



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*