



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL
FOR
2017 TREE REMOVAL PROGRAM

BID OPENING:

Wednesday, November 23, 2016 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Bruce R. Stammer, Jr., Member
Stephen J. Pace, Member
Charles A. Londo, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Wednesday, November 23, 2016** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- Newburg Road Drainage Improvements
- 2017 Tree Removal Program

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
2017 TREE REMOVAL PROGRAM**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 2017 Tree Removal Program

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools and traffic control devices necessary at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

Notes:

1. If the bidder is a partnership, each member must sign the proposal
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

ENGINEER

The Engineer is the County Highway Engineer or the individual assigned by the County Highway Engineer to be in charge of the Contract.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 12) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for 2017 Tree Removal Program.**"

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **November 23, 2016** at which time they will be publicly opened and read aloud.

ACCEPTANCE AND REJECTION OF BIDS

The Board reserves the right to accept, reject and/or modify any or all bids received, to waive any irregularities therein and to make the award in any manner deemed to be in the best interest of the Monroe County Road Commission.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The Bidder to whom the contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish bonds and proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory bonds and proof of insurance will be considered cause for annulment of award and forfeiture of the Bidder's surety.

INCREASED OR DECREASED QUANTITIES

The Board reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than twenty-five (25) percent. Changes in excess of that amount will be individually negotiated.

PROGRESS SCHEDULE

In no case shall any work be commenced prior to receipt of formal notice of award by the Board.

The low Bidder for the work covered by this proposal will be required to meet with the Board's representative to review the Contractor's proposed work schedule. The schedule for this meeting will be set within one (1) week after the low bid is determined.

The Board's representative will arrange the time and place for the meeting.

TIME OF COMPLETION

All work shall be completed on or before **March 31, 2017**.

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Monroe County Road Commission for their work. The invoice shall contain, at a minimum, the following information: road name, items of work, quantity of work completed for each item, and the contract unit prices.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of this Contract for up to three additional years. Requests for an extension must be made in writing to the County Highway Engineer by August 31st.

CANCELLATION OF CONTRACT

The Board reserves the right to cancel any contract for unsatisfactory or unsafe work by the Contractor. Upon the first occurrence of unsatisfactory or unsafe work, the Road Commission will arrange for a meeting and issue a written warning of possible contract termination to the Contractor. Upon a second occurrence of unsatisfactory or unsafe work, a written notice of contract termination will be sent to the Contractor.

ASSIGNMENT CLAUSE

The contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

DISPUTES

The Engineer’s written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor’s means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. The Board will not be responsible for the Contractor’s failure to perform or furnish the work in accordance with the Contract Documents.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers’ Compensation Insurance. The Contractor must carry the necessary Workers’ Compensation Insurance and submit a certification that it carries Workers’ Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

- 1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- 2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:	
Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:	
Each Occurrence	\$1,000,000

Combined Single Limit for Bodily Injury and Property Damage Liability:	
Each Occurrence	\$2,000,000

- 3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- F. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

The Contractor shall provide a current certificate of liability insurance prior to the start of work.

MAINTENANCE OF TRAFFIC

Maintain traffic in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall be responsible for the protection of vehicular and pedestrian traffic, work in progress and construction workers in the work zone through the implementation of procedures as described in this proposal, the MMUTCD, the Standard Specifications for Construction, and other applicable state and federal requirements.

All work shall be conducted during normal daytime hours unless otherwise approved by the Engineer. Normal daytime hours are considered to be Monday through Saturday from 7 a.m. to 7 p.m.

Work Performed Outside the Shoulder: Advance warning signs for work outside the shoulder shall consist of, at a minimum, Road Work Ahead (W20-1) signs in accordance with the attached Typical MD-01.

Work Requiring a Shoulder Closure: Advance warning signs for shoulder closures shall consist of, at a minimum, Road Work Ahead (W20-1) signs and a Right Shoulder Closed Ahead (W21-5b) sign in accordance with the attached Typical MD-11a. Temporary speed limit signs will not be required.

Work Requiring a Lane Closure: Advance warning signs for a lane closure shall consist of Road Work Ahead (W20-1) signs, One Lane Road Ahead (W20-4) signs, Traffic Regulator Symbol (W20-7a) signs and Be Prepared to Stop (W3-4) signs in accordance with the attached Typical MD-21a. Temporary speed limit signs will not be required. Channelizing devices for lane closures shall be 28 inch traffic cones.

All labor, equipment, temporary signs and channelizing devices required for maintaining traffic will not be paid for separately and are included in the unit prices for other items of work.

SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within these specifications, all references to the Michigan Department of Transportation shall mean the Board.

The work consists of removing and disposing of trees and the respective stump. Remove the stump by chipping to a depth of at least 12 inches below the existing ground surface. Backfill removal areas in non-residential areas with wood chips or approved granular material. Backfill removal areas in residential yards with topsoil, grass seed, fertilizer and mulch.

Stumps that are determined by the Engineer to be inaccessible to a stump grinder shall be cut flush to the existing ground surface and chemically treated within 2 hours of the cut to prevent regrowth. The chemicals used will at the Contractor's option provided the manufacturer recommends the product for the above use. Safety Data Sheets shall be provided to the crew and the Engineer prior to use.

All burnable wood, excluding brush, from the tree removals shall be offered to the property owner. If the property owner wants the burnable wood, cut the wood in lengths of eight feet and stack outside of the right-of-way. If the property owner does not want the burnable wood, the Contractor shall dispose of the material.

MEASUREMENT AND PAYMENT

The size of trees will be determined by the diameter of the trunk, measured to the nearest full inch, at a point 4½ feet above the ground line at the base of the tree. Trees with major limbs, lower than 4½ feet from the ground, will be measured at the smallest diameter below the limbs.

Where more than one trunk has grown from a common stump, each trunk will be measured as a separate tree.

The unit price for **Tree, Rem, (size)** includes the cost of the following:

1. Removing and disposing of the tree;
2. Removing the respective stump by chipping to a depth of at least 12 inches below the finished ground surface;
3. Providing and placing approved backfill;
4. Restoring residential areas with topsoil, grass seed, fertilizer and mulch as directed by the Engineer;
5. Chemically treating stumps inaccessible to a stump grinder;
6. Removing and disposing of all debris from the area (yards, road, ditches, etc.) before leaving the site; and
7. Providing personnel, equipment, temporary signs, and channelizing devices required for maintaining traffic.

LIST OF TREE REMOVALS

Address	Side of Road	Township	Diameter (inches)	Type	Overhead Utilities?
12994 Sweitzer	East	Ash	20	Deciduous	Electric, Telecommunications
11450 Maxwell	East	Ash	30	Deciduous	None
11450 Maxwell	East	Ash	16	Deciduous	None
11450 Maxwell	East	Ash	14	Deciduous	None
4155 Carleton Rockwood	South	Berlin	54	Deciduous	None
811 Dunsmore	West	Berlin	40	Deciduous	None

3660 Law St.	South	Berlin	46	Deciduous	Electric, Telecommunications
5550 Dennison	East	Dundee	30	Deciduous	None
5550 Dennison	East	Dundee	26	Deciduous	None
5550 Dennison	East	Dundee	22	Deciduous	None
5550 Dennison	East	Dundee	20	Deciduous	None
3605 Nolan	North	Exeter	24	Deciduous	Electric, Telecommunications
3605 Nolan	North	Exeter	34	Deciduous	Electric, Telecommunications
3605 Nolan	North	Exeter	38	Deciduous	Electric, Telecommunications
1899 Fix	North	Frenchtown	34	Deciduous	
Heiss (E. of RR)	North	Frenchtown	60	Deciduous	None
Newport	South	Frenchtown	46	Deciduous	None
Newport	South	Frenchtown	16	Deciduous	None
Newport	South	Frenchtown	22	Deciduous	None
Newport	South	Frenchtown	24	Deciduous	None
578 Newport	South	Frenchtown	14	Deciduous	None
564 Newport	South	Frenchtown	20	Deciduous	None
564 Newport	South	Frenchtown	24	Deciduous	None
7111 Newport South	West	Frenchtown	40	Deciduous	Electric to North
7520 Reinhardt	East	Frenchtown	44	Deciduous	None
11934 Kruse	East	Ida	30	Deciduous	Electric
11934 Kruse	East	Ida	16	Deciduous	Electric
11934 Kruse	East	Ida	16	Deciduous	Electric
11934 Kruse	East	Ida	16	Deciduous	Electric
11934 Kruse	East	Ida	12	Deciduous	Electric
2979 Rauch	North	Ida	40	Deciduous	Electric Drop, Telecommunications
2930 Rauch	North	Ida	36	Deciduous	Telecommunications
2930 Rauch	North	Ida	12	Deciduous	Telecommunications
2930 Rauch	North	Ida	10	Deciduous	Telecommunications
2930 Rauch	North	Ida	36	Deciduous	Telecommunications
6675 Wells	East	Ida	40	Deciduous	None

6675 Wells	East	Ida	48	Deciduous	None
6675 Wells	East	Ida	52	Deciduous	None
10680 Plank	East	London	50	Deciduous	Telecommunications Drop
17809 Cone	South	Milan	64	Deciduous	None
NW Cor. Dennison / Cone	NW Quad	Milan	28	Deciduous	Telecommunications
Dennison 500' North of Couper	East	Milan	48	Deciduous	None
Dundee Azalia 900' S of Oelke	East	Milan	40	Deciduous	None
Dundee Azalia 850' S of Oelke	East	Milan	40	Deciduous	None
Dundee Azalia 750' S of Oelke	East	Milan	24	Deciduous	None
9369 Dundee Azalia	West	Milan	40	Deciduous	Electric
Ostrander @ Macon River (West of Dundee Azalia)	North	Milan	6"-18" (14 Total)	Deciduous	Telecommunications
Ostrander @ Macon River (West of Dundee Azalia)	North	Milan	19"-36" (3 Total)	Deciduous	Telecommunications
Ostrander @ Macon River (West of Dundee Azalia)	North	Milan	40	Deciduous	Telecommunications
Ostrander @ Macon River (West of Dundee Azalia)	South	Milan	6"-18" (10 Total)	Deciduous	Electric
12900 Petersburg	East	Milan	6"-18" (30 Total)	Deciduous	None
12900 Petersburg	East	Milan	19"-36" (2 Total)	Deciduous	None
12661 Petersburg	West	Milan	26	Deciduous	None
12661 Petersburg	West	Milan	26	Deciduous	None
12650 Petersburg	East	Milan	6"-18" (5 Total)	Deciduous	None
829 Hubble St	East	Monroe	56	Deciduous	Telecommunications
3670 Heiss	East	Raisinville	60	Deciduous	Telecommunications
3785 Heiss	West	Raisinville	72	Deciduous	None
3252 Stewart	North	Raisinville	32	Deciduous	None
NE Corner Lulu Rd & Anders Rd	NE	Summerfield	48	Deciduous	None
11105 Summerfield	East	Whiteford	30	Deciduous	Telecommunications
9295 Sylvania Petersburg	West	Whiteford	44	Deciduous	Telecommunications

COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Ross Brown
Phone: 734-240-5139
Email: Rbrown@mcr-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
2017 TREE REMOVAL PROGRAM**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **2017 Tree Removal Program** including Bidders' Addenda _____ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit price named below:

Item Description	Estimated Quantity	Unit	Unit Price	Total
Tree, Rem, 6 inch to 18 inch	69	Ea	\$	\$
Tree, Rem, 19 inch to 36 inch	32	Ea	\$	\$
Tree, Rem, 37 inch or larger	23	Ea	\$	\$
Total Bid				\$

Contractor Signature: _____

Printed Name and Title: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. Work on the **2017 Tree Removal Program** is to be completed by **March 31, 2017** as detailed in the Time of Completion section above.

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2016

If Bidder is:

An Individual

By: _____(SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No: _____

A Partnership

By: _____(SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)