

INSTRUCTIONS/PROVISIONS FOR BIDDER

TREE AND STUMP REMOVAL

BID SUBMITTAL DEADLINE: The Bid Submittal Deadline is 11:30am on Thursday, April 19, 2012. Bids must be submitted in sealed envelopes and should be properly identified with the bid name and name of bidder. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Calhoun County Road Commission (CCRC) office before the Bid Submittal Deadline.

The Bid Opening will be held at 11:30am on Thursday, April 19, 2012, at the Calhoun County Road Commission, 13300 15 Mile Road, Marshall, Michigan.

CCRC's Contract Administrator is Paul Adams. He can be contacted at 269/781-9841, Monday through Friday between the hours of 7am and 3pm.

SPECIAL PROVISION: This shall be a one (1) year contract with the option to extend for one (1) year with mutual agreement between CCRC and the Contractor. This bid may include work on state trunklines.

INFORMED BIDDERS: Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS: Bids not received by the Bid Submittal Deadline are late. Late bids will remain unopened.

RIGHT TO REJECT: The Board reserves the right to reject any or all proposals or to waive any irregularities in bidding and to accept the proposal deemed to be in the best interest and to the advantage of the Calhoun County Road Commission.

CANCELLATION OF CONTRACT: The Calhoun County Road Commission may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. CCRC may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of CCRC and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel the contract without prior written consent of the Calhoun County Road Commission.

If the contract with the bid holder is cancelled for any reason, CCRC reserves the right to award the bid to the next lowest bidder, provided they are interested and their bid prices remain the same as in their original bid.

FORMATION OF CONTRACT: Bidder's signed bid and CCRC's written acceptance shall constitute a binding contract.

HOLD HARMLESS: Successful Bidder agrees to indemnify, defend, and hold harmless CCRC, its governing body, officers, employees, and insurance carriers, individually and collectively,

from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under this contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

PROTECTION OF PUBLIC: Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK: Contractor agrees that CCRC has the right to make all final determinations as to whether the work has been satisfactorily completed.

INSURANCE: Proof of insurance shall be on file at the CCRC Office before any work can begin. Certificate must state that the certificate holder is named additional insured and that the certificate holder be named as follows: Calhoun County Road Commission, Board of County Road Commissioners, its officers, agents and employees, 13300 15 Mile Road, Marshall, Michigan 49068.

The successful bidder shall at all times during this agreement maintain in full force and effect the following types of insurance in at least the limits specified:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Liability	\$300,000 each occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$200,000 each occurrence \$1,000,000 aggregate

**Calhoun County Road Commission (CCRC)
Instructions to Bidder**

Tree and Stump Removal

The contractor shall complete the work herein in strict conformity with requirements of the latest Michigan Department of Transportation's (MDOT) Standard Specifications for Construction, and other such Special Provisions and Supplemental Specifications, as may be part of the proposal. This bid may include work on state trunklines.

If you do not follow the terms of this agreement and or contract, or quality standards are not satisfactorily met, the Calhoun County Road Commission has the right to terminate and or invoice said contractor with reasonable notice.

Contract Term

The term of this contract will be for a one year period and will commence with the issuance of a Contract. This will be approximately May 1, 2012 through May 1, 2013. At the sole option of CCRC, this Contract may be extended up to one additional year. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by CCRC to extend the Contract.

Rejections of Proposal:

Attention of Bidders is directed to the Standard Specifications, Division 1-General Provisions, Section 102-Proposal Submission, Award and Execution of Contract, 102.06-Irregular Proposals.

Split Bid:

The Calhoun County Road Commission reserves the right to split the bid into two parts or keep it as one bid. The removal of stumps only and the other being the removal or trimming of trees only, whichever is in the best interest of the Calhoun County Road Commission.

Contract Administrator:

The Tree & Stump Removal Coordinator, or his designated representative, shall be the Contract Administrator herein referred to as the "Inspector". The Inspector will coordinate tree and stump removal with other activities, audit billing, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

**CALHOUN COUNTY ROAD COMMISSION
SUPPLEMENTAL SPECIFICATIONS**

Tree and Stump Removal

Supplemental Specifications:

The Contractor will furnish all necessary labor, machinery, tools, apparatus and other means of construction; do all the work; furnish all the materials except as otherwise specified herein; and, for the unit prices or lump sums named in the itemized bid, to complete the work described in strict conformity with the requirements of the Calhoun County Road Commission and other such Special Provisions and Supplemental Specifications as may be a part of this proposal.

Insurance:

The Contractor shall hold harmless and indemnify the Calhoun County Road Commission, the Michigan Department of Transportation and each township, city or village in which work is done, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

Working in Proximity to Electrical Hazards

(This section is taken from American National Standard Institute A-133.3 1982 - Contractor shall comply with the latest revision therefore.)

- A. An inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before climbing, entering, or working around any trees.
- B. Only qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel (A qualified line-clearance tree trimmer is a tree worker who through related training and on-the-job experience is familiar with the special techniques and hazards involved in the line-clearance. A trainee is a worker regularly assigned to a line-clearance tree trimmer and has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)
- C. There shall be a second qualified line-clearance tree trimmer or line-clearance operations aloft when the line-clearance tree trimmer or line-clearance trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts: Or (1) when branches or limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact, or, (2) when roping is required to remove branches or limbs from such conductors or apparatus. This does not apply to utility workers engaged in a tree-trimming incidental to their normal occupation.
- D. Line-Clearance tree trimmers and line-clearance tree trimmer trainees shall maintain the clearances from energized conductors.

HIGHWAY MAINTENANCE AND TRAFFIC CONTROL

Road Closures:

Road closures will not be allowed. Through traffic shall be maintained. The Contractor shall provide all traffic control necessary for adequate advance warning to motorists and for protection of the public.

Traffic Control Devices:

Unless otherwise specified herein, all Traffic Control Devices shall conform to the current or the 2003 Michigan Department of Transportation's (MDOT) Standard Specifications for Construction and the current Michigan Manual of Uniform Traffic Control Devices.

Devices to Be Used:

- A. All Traffic Control Devices shall be construction orange and white unless otherwise specified.
- B. Reflector zed 30-gallon drums may be substituted for Type II barricades. When the use of reflector zed 55-gallon drums does not interfere with the motorists' visibility, the Inspector may allow their use at specific locations.

Should the contractor fail to provide and maintain adequate Traffic Control Devices, CCRC forces shall be directed to do so, and the cost of such signs, light and placement of same will be charged to the Contractor. In addition, a charge of \$100 per operation shall be assessed to cover coordination and supervision. The price adjustments for non-compliance with the requirements as set forth herein shall also be applied until such time as the Contractor replaces the devices temporarily provided by CCRC.

Maintaining Traffic:

Contractor will be required to maintain traffic on the job site. The contractor shall construct and maintain all Traffic Control Devices, as well as any other signing and barricading that may be required to protect the public.

ITEMS OF WORK

Disposal of Trees, Stumps, Roots, and Debris:

The work shall consist of removing trees and brush where called for or directed by CCRC, and shall include cutting such trees, removing their stumps and roots from the ground by chipping the stumps and properly disposing of the material as specified by CCRC.

Removing Trees and Stumps:

The stump shall be removed by chipping to a depth of at least one foot below the finished ground surface. Stumps that are determined to be inaccessible to the chipper (as determined by the Inspector) shall be flush cut and chemically treated to prevent re-growth. Chemicals used will be the Contractor's option provided that the manufacturer recommends the product for the above use. Material Safety Data Sheets shall be provided to the crew and CCRC prior to use. NO CHEMICALS are to be used in MDOT's Right-of-Way.

Prior to removal of any tree, the Contractor shall contact the owner on whose property the tree borders. If the owner on whose property the tree is located wishes to have the wood, the Contractor shall cut the tree and stack the logs (in 8' lengths) on the adjacent property at the right-of-way line. All shall become the property of the Contractor unless CCRC notifies the Contractor and specifically requests the tree prior to cutting the tree.

Bid Sheet

DROP ONLY

CHIP/HAUL

STUMP

3" - 7"

\$ _____

\$ _____

\$ _____

8" - 18"

\$ _____

\$ _____

\$ _____

19" - 36"

\$ _____

\$ _____

\$ _____

37" +

\$ _____

\$ _____

\$ _____

