

ROAD COMMISSION OF MACOMB COUNTY

COMMISSIONERS

Finance Director

Chairman: Lawrence J. Moloney, P.E.

Michelle M. Mykytiak

Vice-Chair: Dan G. Dirks

Purchasing Director

Commissioner: Fran Gillett

JoAnna K. Strizic

Request for Proposal on: 2010-2011 TREE AND STUMP REMOVAL - COUNTY WIDE

Sealed proposals will be publicly opened at **1:00** o'clock P.M., E.S.T. on Wednesday, November 30, 2010 at the office of the Road Commission of Macomb County, in the Macomb County Administration Building, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Board reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Board, at its sole discretion, to be in the Road Commission's best interest. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
2. The proposal must be delivered in person or sent by mail to the Road Commission of Macomb County, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the bidder on the outside of the envelope. The above referenced proposal number should also be highlighted on the outside of the envelope. In addition, if the proposal is to be express mailed, "Proposal Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted proposal will **not** be accepted.
3. The bidder shall assume full responsibility for delivery of the proposal prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Proposals shall be accepted by the Board at any time during the normal course of business only, said hours being 8:00 am to 4:30 pm, Monday through Friday, legal holidays excepted. A bidder may withdraw their proposal by written request at any time prior to the scheduled bid opening. Any proposal received after the scheduled opening time will **not** be accepted. No proposal may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY ROAD COMMISSIONERS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Commission's consent will not be

accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.

6. The bidder by execution of the proposal thereby declares that the proposal is made without collusion with any other person, firm or corporation making any other proposal, or who otherwise would make a proposal, and agrees to furnish all proposed items in strict accordance with all Federal Regulatory Measures.
7. All proposals must be submitted on the Board's form of proposal blank. The proposal shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a proposal will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Proposal and Specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. Successful bidder must furnish the Board of Macomb County Road Commissioners with a State of Michigan Motor Vehicle Certificate of Title, properly executed for any equipment requiring same.
11. The Board reserves the right to award the proposal for the equipment which best fits our needs and appears to be in the best interest of the Road Commission at the time the bids are evaluated.
12. The Road Commission of Macomb County reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Road Commission of Macomb County reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
13. Bidders aggrieved by an award of any resulting contract may file a written notice of protest with the Purchasing Director within seven (7) calendar days of the award by the Board of County Road Commissioners.
14. When applicable, contractor must furnish material safety data sheets for their products.
15. BIDDERS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE PROPOSALS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED PROPOSED ITEM. PROPOSALS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
16. THIS Proposal BY MUTUAL AGREEMENT OF BOTH PARTIES may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years.
17. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to

the Road Commission. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.

18. Vendors will provide a general history, description and status of their company.
19. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
20. The Road Commission of Macomb County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications, and the RCMC Policy #407. The Road Commission of Macomb County is an Equal Opportunity Agency.
21. The Road Commission of Macomb County will not pay fuel surcharges.
22. The only **official** document is available over the internet at www.rcmcweb.org or www.mitn.info.
23. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

JoAnna Strizic
Purchasing Director
(586) 791-3348

Leo Ciavatta
Assistant Superintendent
(586) 463-8671 ext 1475

Copies of Proposals and Proposal Tabs are available on the following websites:
www.mitn.info or www.rcmcweb.org/viewpage/bids.cgi

PROPOSAL

WE, THE UNDERSIGNED, agree to furnish to the Road Commission of Macomb County, 2010-2011 County Wide Tree Removal conforming to the attached specifications at the pricing indicated as noted.

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Road Commission of Macomb County in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Road Commission of Macomb County to reject any or all bids or proposals and to make such award that is in the best interest of the Road Commission of Macomb County.

COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ TERMS: _____

INDEMNIFICATION

RCMC will not be responsible for injury to contractor’s employees, sub-contractors, or to third parties caused by the contractor’s agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

“The contractor agrees to protect, defend, indemnify and hold the RCMC and its commissioners, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder”.

“The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the RCMC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the RCMC, its commissioners, officers, employees or agents”.

WORK REFERENCES

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project

NON-COLLUSION AFFIDAVIT

County)
)

_____ being first duly
sworn, deposes and says that he is the

(Individual, Partner, Corporate Officer)

making the foregoing proposals of bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in sham a bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Joint Purchasers or any person or persons proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or to any member or agent thereof.

Sworn to and subscribed before me this _____ day of _____, 20_____

_____ Notary Public

My Commission Expires

BIDDER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR BID SUBMISSION.

FEDERAL EMPLOYER IDENTIFICATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PRINTED NAME: _____ SIGNATURE: _____

TITLE: _____ DATE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____
TERMS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

Which is (check one of the following):

() Corporation, incorporated under the laws of the State of: _____

() Partnership, consisting of (list partners): _____

() Assumed Name (register no.) _____

() Individual _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

ROAD COMMISSION OF MACOMB COUNTY
Specifications for:

2010-2011 TREE AND STUMP REMOVAL - COUNTY WIDE

Proposals due: November 30, 2010 @ 1:00 P.M.

The Road Commission of Macomb County will receive sealed proposals for the "2010-2011" Tree and Stump Removal Program until 1:00 P.M., at the Road Commission Offices, Macomb County Administration Building, 117 South Groesbeck, Mount Clemens, Michigan, at which time and place all bids will be publicly opened and read:

Project No: Primary Roads - 467-M144

Project No: Local Roads - 497-M144

Specifications will be on file and available on or after November 10, 2010 at the Maintenance Department of the Road Commission, 23000 Rasch, Clinton Township, Michigan. Prospective bidders must have current prequalification with the Michigan Department of Transportation in the proper classification and numerical rating required for the work to be bid.

"NOTE": NET CLASSIFICATION: (N-2) (TREE & STUMP REMOVAL)
PROPOSALS WHICH DO NOT COMPLY WITH THE FOLLOWING PREQUALIFICATION REQUIREMENT MAY NOT BE READ AT THE DISCRETION OF THE BOARD.

1. The prequalification rating shall be on file at the Road Commission of Macomb County, or shall be attached to the proposal. However, a letter from the Michigan Department of Transportation may be accepted if the letter discloses that the prequalification rating with the Michigan Department of Transportation is extended, is currently in effect, and has not lapsed.
2. A contractor whose prequalification's have expired, and is unable to supply with the proposal a letter of extension from the Michigan Department of Transportation prequalification unit, as described in number 1 above, shall certify in writing that their prequalification has been extended by the Michigan Department of Transportation until such time as their new rating can be issued. Certification means a written, notarized affidavit under oath, setting forth facts (dates, times and individuals) which will serve to substantiate the contractor's claims of classification. If this certification does not accompany the bid, the Board in its discretion may elect not to read the proposal

A certified check or bank draft payable to the Road Commission of Macomb County, or a satisfactory bid bond executed by the vendor and a surety company in an amount equal to five (5%) percent of the bid, shall be submitted with each bid.

The Road Commission of Macomb County reserves the right to reject any or all proposals and to waive any irregularities in bidding, and to make the award in the best interest of the County of Macomb. No proposal may be withdrawn after the schedule closing time for receiving proposals for at least forty-five (45) days. No proposal will be received unless made on blanks furnished by and delivered to the Road Commission of Macomb County on or before November 30, 2010 1:00 P.M.

BOARD OF COUNTY ROAD COMMISSIONERS
OF MACOMB COUNTY

Lawrence J. Moloney, P.E., Chair
Dan G. Dirks, Vice-Chair
Fran Gillett, Commissioner

Dated at Mount Clemens, Michigan
this 8th day of November, 2010

INSTRUCTIONS TO BIDDERS

The Contractor shall complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the Michigan Department of Transportation's current or 2003 Standard Specifications for Construction, and such other Special Provisions and Supplemental Specifications as may be a part of this Proposal. For the purpose of this Proposal, Michigan Department of State Highways and Transportation and Michigan Department of Transportation shall be considered one and the same. The published invitation for Proposal or Advertisement for the proposed work is to be considered a part of the "Instructions to Bidders" as fully as if repeated herein.

PREPARATION OF PROPOSAL:

The proposal must be properly signed and the address of the bidder given. If the bidder is a co-partnership, each member shall sign or a certificate of co-partnership shall accompany the Proposal or be on file in the office of the Board. A corporation shall execute the Proposal by its duly authorized officers, in accordance with its articles of incorporation and a certified copy of incorporation and authority for officers' signature shall accompany the Proposal or be on file in the office of the Board. See Article 1.02.05 of the Standard Specifications.

REJECTION OF PROPOSAL:

Attention of Bidders is directed to the Standard Specification Article 1.02.06 relating to Irregular Proposals.

NUMBER OF COPIES OF CONTRACT:

Four (4) copies of the contract with the bonds will be required to be executed by the Contractor and the Board of County Road Commissioners of the County of Macomb.

CONSTRUCTION SCHEDULE:

The bidder shall complete the Construction Schedule, as provided in the Proposal, by indicating the dates for completion of the major items of work. This Schedule shall become a part of the contract. As the work progresses, the Superintendent or his Designee, will check construction program and, from time to time, order such modifications as may in his opinion be necessary to comply with the completion date and general construction progress. See Article 1.03.02 of the Standard Specification.

CONTRACTOR PREQUALIFICATIONS:

Prospective vendors must be prequalified with the Michigan Department of Transportation and must have the proper

INSTRUCTIONS TO BIDDERS: (continued)

classification and numerical rating required for the work on which he proposed to bid.

SUB-CONTRACTOR REQUIREMENTS:

Prior to naming a sub-contractor for any of the designated items or specialty items listed under Sub-contract Provisions, the principal Contractor must assure himself that the requirements of Specifications will be met.

To the Board of County Road Commissioners of Macomb County
117 South Groesbeck
Mount Clemens, Michigan 48046-2347

Ladies and Gentlemen:

The undersigned has examined the plans, specifications and the locations of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance, and understands that the quantities shown are approximately only, and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary 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 herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this proposal.

The undersigned further proposed to do such extra work as may be authorized by the Superintendent or his designee - prices for which are not included in the itemized bid. Compensations shall be made on the basis agreed upon before such extra work is begun.

The undersigned encloses a Bid Bond, Certified or Cashier's Check or Blank Money Order, or Certificate of Deposit on an open, solvent bank, in the amount of not less than 5% of the total bid, payable to the Board of Macomb County Road Commissioners as a guarantee of good faith. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the Board of Macomb County Road Commissioners within 15 days after being furnished with the necessary contract and bid forms, said Bid Deposit shall be forfeited to the Board of Macomb County Road Commissioners as liquidated damage. It is understood that the Bid Deposit of the lowest bidder will not be returned until the contract has been executed and that the proposal guarantees of all except the lowest bidder will be returned promptly.

SIGNED:_____

BY:_____

ADDRESS:_____

TELEPHONE:_____

FAX:_____

CONSTRUCTION PROJECT SCHEDULE:

This project shall be completed on or before: May 16, 2010

LIQUIDATED DAMAGES:

Liquidated Damages will be assessed in accordance with Article 1.08.07.

PROGRESS SCHEDULE:

Start work within ten (10) days after receiving Notice to Proceed. Vendors shall complete the following Construction Schedule.

ITEM OF WORK	STARTING DAY	COMPLETION DAY
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor's Signature Date

Sub-contractor's Signature Date

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

BID FORM - PART A

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Removing Trees 8"-18"	EA	05	\$ _____	\$ _____
Removing Trees 19"-36"	EA	59	\$ _____	\$ _____
Removing Trees 37" +	EA	15	\$ _____	\$ _____
Removing Stumps 8"-18"	EA	00	\$ _____	\$ _____
Removing Stumps 19"-36"	EA	00	\$ _____	\$ _____
Removing Stumps 37" +	EA	00	\$ _____	\$ _____
Clearing (Special)	Acres	0.5	\$ _____	\$ _____
Maintaining Traffic	L.S.	1	\$ _____	\$ _____

SUB TOTAL - PRIMARY PROJECT: 467-M144.....\$ _____

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Removing Trees 8"-18"	EA	35	\$ _____	\$ _____
Removing Trees 19"-36"	EA	152	\$ _____	\$ _____
Removing Trees 37" +	EA	33	\$ _____	\$ _____
Removing Stumps 8"-18"	EA	00	\$ _____	\$ _____
Removing Stumps 19"-36"	EA	00	\$ _____	\$ _____
Removing Stumps 37" +	EA	00	\$ _____	\$ _____
Clearing (Special)	Acres	0.5	\$ _____	\$ _____
Maintaining Traffic	L.S.	1	\$ _____	\$ _____

SUB TOTAL - LOCAL PROJECT: 497-M144\$ _____

GRAND TOTAL (add Primary & Local)\$ _____

NOTE: THE ROAD COMMISSION HAS A LIMITED BUDGET FOR THIS PROJECT. SHOULD THE TOTAL PROPOSAL EXCEED THE BUDGETED FUNDS, THE QUANTITIES WILL BE REDUCED.

The work specified in this project may be extended to other projects in the County by mutual agreement of both parties.

SIGNED BY: _____

Print the following

Name _____

Company Name _____

Address _____

City, State, Zip Code _____

Telephone# _____ Fax# _____

BID FORM - Part B

NOTE: Part B quotes are completely separate and will have no bearing on the review, tabulation, evaluation, or award of the bid for Part A.

(See specifications for Part B only)

EQUIPMENT OR LABOR CLASS	HOURLY SIZE OR CAPACITY	RENTAL RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBMITTED BY: _____

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

SUPPLEMENTAL SPECIFICATIONS

1.01 DEFINITION OF TERMS:

The intent and meaning of terms shall be in accordance with Section 1.01 of the Standard Specifications, except as herein provided.

1.01.02 DEFINITIONS:

Commission:

(a) The Michigan Department of Transportation of the State of Michigan, when the State is the awarding authority.

(b) The Board of County Road Commissioners of the County of Macomb, when the County is the awarding authority.

County:

The Board of County Road Commissioners of the County of Macomb.

Road Commission:

The Board of County Road Commissioners of the County of Macomb.

1.02 BIDDING REQUIREMENTS AND CONDITIONS:

These requirements shall be in accordance with Section 1.02 of the Standard Specifications, except as herein provided.

1.02.07 PROPOSAL GUARANTY:

No proposal will be considered unless accompanied by a Bid Bond, Certified or Cashier's Check or Certificate of Deposit on an open, solvent bank in the amount of not less than 5% of the total proposal, payable to the Board of Macomb County Road Commissioners as a guarantee that the bidder will enter into contract.

1.03 AWARD AND EXECUTION OF CONTRACT:

These requirements shall be in accordance with Section 1.03 of the Standard Specifications, except as herein provided.

1.03.05 REQUIREMENTS OF CONTRACT BOND:

Performance and Lien Bonds WILL NOT be required for this project.

1.05.06 CO-OPERATION BY THE CONTRACTOR:

The last sentence of the first paragraph of Article 1.05.06 of the Standard Specifications shall be revised to read as follows:

SUPPLEMENTAL SPECIFICATIONS: (Continued)

No additional compensation will be paid to the contractor for any delay or inconvenience due to the material shortages or reasonable delays due to the operations of such other parties doing the work indicated or shown on the plans or in the proposal, or for any reasonable delay on construction due to the encountering of existing utilities that may or may not be shown on the plans.

1.07.08 INSURANCE:

The Contractor shall save harmless and indemnify the Road Commission 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.

The Contractor and Subcontractor (Type A Insurance only) will be required to furnish three (3) copies of the Certificate of Insurance on forms furnished by the County Road Commission, and three (3) copies of the Owners & Contractors Protective Policy, prior to execution of the contract. (SEE SAMPLE)

1.09.08 PARTIAL PAYMENTS:

Article 1.09.08 of the Standard Specifications shall be revised as follows:

Partial Payments will be made on a monthly basis.

From the total amount earned, the Commission may deduct and retain up to ten (10) percent of the amount earned until fifty (50) percent of the contract work is complete. After fifty (50) percent of the contract is complete, additional retainage will not be withheld unless the contractor is not making satisfactory progress or for other specific cause relating to the contractor's performance under the contract. Should additional retainage be withheld, it will not exceed ten (10) percent of the amount earned.

For contracts having a value of thirty thousand (\$30,000.00) dollars or more, or having four or more partial payments, the Road Commission will deposit the retained funds in an interest bearing account in a regulated financial institution in this state, wherein all such retained funds are kept by the Road Commission, which shall account for both retainage and interest on each construction account separately.

The retainage and interest earned on retainage will be released to the contractor together with the final progress payment, except as provided in Section 4 (7) and (8) of Act No. 524, Public Acts of 1980.

The vendor and the Road Commission of Macomb County, upon entering into a contract, mutually agree to abide by the rules as set forth in the State of Michigan Act No. 524, Public Acts of 1980.

PREVAILING WAGE AND FRINGE BENEFIT RATES:

The contractor and his subcontractor's shall be required to pay each class of mechanics employed in this project not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed and as determined by the Michigan Department of Labor, per the Prevailing Wage Law, Act. No. 166, PA of 1965.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS

(THIS SECTION IS TAKEN FROM AMERICAN NATIONAL STANDARD INSTITUTE Z-133.1 1982 CONTRACTOR SHALL COMPLY WITH THE LATEST REVISION THEREOF.)

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 tree.

B. Only a 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 line clearance. A trainee is a worker regularly assigned to a line-clearance tree-trimming, 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 tree trimmer trainee within normal voice communication during 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 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.

Minimum Working Distances from Energized Conductors for Line-Clearance Tree Trimmers and Line-Clearance Tree Trimmer Trainees

Voltage Range (Phase to Phase) (kV)	Minimum Working
2.1 to 15.0	2ft 0 in (0.6m)
15.1 to 35.0	2ft 4 in (0.7m)
35.1 to 46.0	2ft 6 in (0.75m)
46.1 to 72.5	3ft 0 in (0.9m)
72.1 to 121.0	3ft 4 in (1.0m)
138.0 to 145.0	3ft 6 in (1.05m)
161.0 to 169.0	3ft 8 in (1.1m)
230.0 to 242.0	5ft 0 in (1.5m)
345.0 to 362.0	7ft 0 in (2.1m)
500.0 to 552.0	11ft 0 in (3.35m)
700.0 to 765.0	15ft 0 in (4.55m)

All other workers shall maintain a minimum clearance of 10 feet (3m) from energized conductors rated 50kV phase-to-phase or less; for conductors rated over 50kV phase-to-phase the minimum clearance shall be 10 feet plus 4/10(3m plus 10mm) for each kilovolt over 50 Kv.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS

F. Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

G. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift shall be considered as energized, and contact with the truck shall be avoided except when emergency rescue procedures are being carried out. Emergency rescue shall only be attempted by properly trained persons familiar with electrical hazards.

DISCONTINUANCE OF WORK:

The Contractor shall be fully responsible for safe working conditions and shall not rely upon the Road Commission employees to determine safety requirements. However, a practice obviously hazardous as determined by the inspector shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

PROTECTION OF OVERHEAD UTILITIES:

Tree removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

THE PROTECTION OF UNDERGROUND UTILITIES:

The Contractor shall be responsible for contacting the appropriate utility for location of any underground electric services which are in the work area and which could be damaged by Contractor's operation. If the Contractor has properly contacted the utility in sufficient time to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

HIGHWAY MAINTENANCE AND TRAFFIC CONTROL:

ROAD CLOSURES:

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

TRAFFIC CONTROL DEVICES:

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

I. Devices to be Used:

A. All Traffic Control Devices shall be construction orange and white unless otherwise specified.

B. Reflectorized 30 gallon drums shall be used for Type II barricades. When the use of Reflectorized 55 gallon drums does not interfere with the motorists' visibility, the Engineer may allow their use at specific locations.

II. Should the Contractor fail to provide and maintain adequate Traffic Control Devices, Road Commission of Macomb County forces shall be directed to do so, and the cost of such signs, lights and the placement of same will be charged to the Contractor. In addition, a charge of \$100.00 per operation shall be assessed to cover coordination and supervision. The price adjustments for non-compliance with requirements as set forth in Article 6.31.13, shall also be applied until such time as the Contractor replaces the devices temporarily provided by the Road Commission.

MAINTAINING TRAFFIC:

Contractor will be required to maintain traffic on 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.

Maintaining Traffic, Lump Sum: shall include payment for all advance warning signs, barricading, all flag control, minor traffic devices, type II barricades and internal advance warning signs required to conform to the M.M.U.T.C.D.

ITEMS OF WORK:

**REMOVING TREES AND STUMPS:
CLEARING (SPECIAL)**

Description: This work shall consist of removing trees and brush where called for on the plans or directed by the Engineer, and shall include cutting such trees, removing their stumps and roots from the ground by chipping the stumps and properly disposing of the material.

Construction Methods. The trees, stumps, roots and debris shall be removed and disposed of as specified under Clearing, 2.01.

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 regrowth. 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 the Maintenance Engineer prior to use.

The pay item for CLEARING (Special) may be included in the contract to provide for the removal of small trees and brush. Unless otherwise specifically noted in this proposal, all trees eight inches in diameter or larger within the "clearing" area will be measured and paid for separately under the appropriate size pay item in the contract. All other trees and brush less than eight inches in diameter within the "clearing" area shall be removed and disposed of. Stumps may be either ground or treated.

Specific locations for "clearing" may not be identified in this proposal. Such locations will be determined in the field by the Maintenance Engineer as needed.

Prior to removal of any tree, the Contractor shall make contact with the owner on whose property the tree borders. If the owner 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 brush and stumps shall be disposed of by the Contractor. If no claim is made on the wood, it shall become the property of the Contractor. Property owners must sign the Road Commission of Macomb County Tree Disposal Form prior to receiving the wood.(Copy attached) The Contractor shall provide one signed copy of this form to the inspector prior to disposing of logs on private property. The Contractor shall immediately notify the Maintenance Engineer if a resident disputes our right to remove any tree.

CLEANUP:

All debris from tree removal, and stumping operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the Maintenance Engineer to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of Contractors operations. When it is deemed necessary to place topsoil, seed, or mulch, this work will be done by the Road Commission at no cost to the Contractor.

MEASUREMENT AND PAYMENT:

The completed work as measured for REMOVING TREES AND STUMPS will be paid for at the contract unit prices for the following contract items (pay items).

PAY ITEM	PAY UNIT
Removing Trees, 8-18 in.....	Each
Removing Trees, 19-36 in.....	Each
Removing Trees, 37 in. or larger.....	Each
Removing Stumps 8-18 in.....	Each
Removing Stumps 19-36 in.....	Each
Removing Stumps 37 in. or larger...	Each
Clearing (Special).....	Acres
Maintaining Traffic.....	Lump Sum

The size of trees will be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4 1/2 feet above the base of the tree at the ground line. Trees having major limbs lower than 4 1/2 feet from the ground shall be measured at the smallest diameter below such limbs. Clearing will be measured at the outline of the trunks of the trees or brush to be removed plus five feet on each side (width plus ten feet total)

CERTIFICATE OF INSURANCE FOR CONSTRUCTION AND RECONSTRUCTION PROJECTS

NOTE: INSURANCE COMPANY MUST BE LICENSED IN THE STATE OF MICHIGAN

The subscribing insurance company certifies to the Macomb County Road Commission that insurance of the kinds and types and for limits of liability covering the work herein designated, has been procured by and furnished on behalf of the insured contractor named in Item 1.

1. NAME OF INSURED: _____
 ADDRESS OF INSURED: _____

2. LOCATION & DESCRIPTION OF WORK: 2010-2011 TREE & STUMP REMOVAL PROGRAM.

Type of Insurance (Indicate policy amount if other than the Minimum Limits shown*)

- A. Comprehensive General Liability-including coverage for Contractual Liability Insurance, Completed Operations and/or Product Liability, X, C, and U and Contractor's Protective Liability.
- B. Comprehensive Auto. Liability Insurance including coverage for scheduled, hired and non-owned vehicles and autos.
- C. Owners & Contractors Protective Public Liability & Property Damage Insurance.
- D. Workmen's Compensation.
- E. Umbrella or Excess Liability.

TYPE	POLICY NUMBER	EFFEC. DATE	LIMITS OF LIABILITY			
			EXPIR. DATE	COVER-AGE	EACH PERSON	EACH OCCUR. AGGREGATE
A.				B.I. P.D.	1,000,000*	2,000,000.

B.	Combined Single Limit				\$1,000,000.*
				B.I.& P.D.	1,500,000.* \$3,000,000.*

C.
(Furnish three copies of policy with this certificate)

Coverage A – Workers Compensation	\$100,000.* Statutory
D. Coverage B - Employer's Liability	\$500,000 \$500,000 \$500,000

E. _____ \$2,000,000. *

Named Insured for (C) shall include the following: Road Commission of Macomb County, its employees and appointed officials. Michigan Department of Transportation, and all Cities and Villages in which work is being done under this contract.

(Furnish 3 copies of policy with this certificate)

Each insurance as is herein certified is written in accordance with the company's regular policies and endorsement, subject to the company's applicable manual of rules and rates, except (a) the insurance shall not be subject to the usual "x" - explosion, "c" collapse, or "u" - underground property damage exclusions;

(b) In the event of cancellation or reduction in coverage by the Insurance Company, 30 days prior written notice shall be given the Macomb County Road Commission.

(c) The subscribing company agrees to give immediate written notice to the Macomb County Road Commission in the event the Contractor cancels or reduces the coverage of any insurance certified above and be admitted and licensed by the State of Michigan and have an A.M. best rating or not less than A-.

COMPANY NAME: _____

DATED: _____

(AUTHORIZED

REPRESENTATIVE)

SPECIFICATIONS FOR PART B ONLY

Interested Contractors are invited to submit a list and hourly rate for equipment and labor which they are interested in renting to the Road Commission of Macomb County to supplement our work force. The Road Commission of Macomb County may elect to rent available equipment for routine or emergency tree, stump, and brush removal.

EQUIPMENT:

Equipment such as bucket trucks, loaders, chippers, trucks, saws, stump grinders etc. must be in good working order and comply with all safety requirements. The rental rate shall include operator, fuel, fluids, maintenance, insurance etc. Equipment type must be clearly identified on the bid sheet.

OPERATORS AND LABORERS:

All personnel must be properly trained and capable of efficiently performing the job that they are assigned. The hourly rate quoted shall include all wages, fringe benefits and insurance. Personnel used under this section will remain employees of the Contractor and will not be considered as Road Commission employees at any time. The Contractor shall be fully responsible for paying the appropriate wages and benefits, as well as complying with all laws and regulations which apply to such employment.

SIGNING:

Safety and traffic signing must comply with the Michigan Manual of Uniform Traffic Control devices. Signing cost shall be included in the quote for equipment rental and will not be paid for separately.

INSURANCE:

An insurance certificate naming the Road Commission of Macomb County and each township, city or village in which work is done, as additional insured shall be provided prior to performing any work. The minimum limits for such insurance shall be in accordance with the attached sheet. (See Sample elsewhere in these specifications.)

AWARD:

All bids will be accepted. Contractors will be selected in a manner which appears to be in the best interest of the Road Commission. Selection will be based on factors which include rental rate, availability and past performance. Contractors which do not respond to three requests for equipment will be removed from the list.

Part B quotes are completely separate and will have no bearing on the review, tabulation, evaluation, or award of the bid for Part A.

TREE DISPOSAL AGREEMENT

DATE: _____

NAME: _____

ADDRESS: _____
City State Zip

TOWNSHIP: _____

The undersigned has requested surplus wood from trees being cut in the road right-of-way. I/We have read and understand the following:

1. The trees were cut along the roadside and may contain varying amounts of contaminants associated with the roadway such as, glass, stones, rubber, oil, fuels, chemicals, metals, weeds, insects, nails, etc.
2. The wood will be dropped on my property near the right-of-way line.
3. The wood will be in lengths approximately eight feet long and the full diameter of the tree. The Road Commission or their contractor WILL NOT cut the wood into smaller pieces.
4. The wood will become my responsibility after it has been deposited and the Road Commission will not pick it up.
5. The Road Commission of Macomb County makes no commitment and assumes no responsibility whatsoever, expressed or implied, as the result of dropping this wood.

I agree to the above conditions and further agree to release and hold harmless the Board of Road Commissioners for Macomb County, its agents, contractors and employees for any problems associated with the receiving or disposal of the above wood. I understand that this wood will become my sole responsibility.

SIGNED: _____ DATE: _____
(Property Owner)

WITNESS: _____ DATE: _____

Revised: 1/10

TREE AND STUMP LOCATION LISTING

The following list of trees and stumps is intended to give bidders an indication of the location and size of the trees to be removed. Locations shown are approximate and the sizes listed will be used for final payment except that where no size is shown or obvious errors exist, the tree will be measured in the field and paid for at the actual size tree or stump removed. THE QUANTITIES SHOWN ON THE BID SHEET HAVE BEEN INCREASED BY APPROXIMATELY TEN (10%) PERCENT OVER THE NUMBER OF TREES SPECIFIED ON THE LOCATION LISTING. THIS HAS BEEN DONE TO ALLOW THE ENGINEER SOME FLEXIBILITY TO ADD TREES WHICH MAY BE IDENTIFIED FOR REMOVAL AFTER THE LISTING WAS PREPARED. Trees or stumps may be added or deleted by the Maintenance Engineer as required to conform to the budgetary constraints. If the total amount bid exceeds the budgeted funds available, the number of trees to be removed will be reduced prior to the awarding of the contract. The contract amount will not exceed the budgeted funds unless authorized by the BOARD.

NOTE: THE CONTRACTOR SHALL NOTIFY THE SERVICE CENTER FOREMAN EACH DAY BEFORE ANY WORK IS DONE IN THAT SERVICE CENTER AREA. THE CONTRACTOR'S REPRESENTATIVE SHALL REVIEW AND SIGN THE FOREMAN'S DAILY REPORT EACH DAY. TREES AND STUMPS WILL NOT BE PAID FOR UNTIL FINAL CLEAN-UP HAS BEEN COMPLETED AT THAT LOCATION.



ADDENDUM

To RFP 10-11

For

2010-2011 TREE AND STUMP REMOVAL - COUNTY WIDE

Page 1: should read:

Sealed proposals will be publicly opened at **1:00** o'clock P.M., E.S.T. on Tuesday, **November 30, 2010** at the office of the Road Commission of Macomb County, in the Macomb County Administration Building, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.



ADDENDUM #2

RFP-10-11

2010/2011 TREE AND STUMP REMOVAL - COUNTY WIDE

For informational purposes the bid tab from 2007/2008 contract has been attached. Per the contract language these prices were, by mutual agreement between the contractor and the Road Commission of Macomb County, extended to the 2008/2009 and 2009/2010 Tree Removal Programs.

BID TABULATION
TREE AND STUMP REMOVAL 2007-2008
BIDS DUE NOVEMBER 15, 2007 - 1:00 P.M.

GARDNER & SONS INC. 28275 26 MILE ROAD NEW HAVEN, MI 48048 PH: 586-786-1914 FAX: 586-749-7622	BOWMAN CONST. 36220 HARCOURT CLINTON TWP., MI 48035 PH: 586-871-5094 FAX	RAYMONDS TREE SERVICE 4228 FIRST STREET BROWN CITY, MI 48416 PH: 810-346-2593 FAX:
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ITEM OF WORK	Unit Used	Original Estimated Quantities	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PRIMARY 467-M144										
REMOVING TREES 8" - 18"	EACH	9.00	\$90.00	\$810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING TREES 19" - 36"	EACH	56.00	\$315.00	\$17,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING TREES 37" +	EACH	6.00	\$900.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 8" - 18"	EACH	0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 19" - 36"	EACH	0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 37" +	EACH	0.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEARING (SPECIAL)	ACRE	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAINTAINING TRAFFIC	L.S.	1.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			SUBTOTAL	\$26,350.00	SUBTOTAL	\$0.00	SUBTOTAL	\$0.00	SUBTOTAL	\$0.00
LOCAL 497-M144										
REMOVING TREES 8" - 18"	EACH	31.00	\$90.00	\$2,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING TREES 19" - 36"	EACH	294.00	\$315.00	\$92,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING TREES 37" +	EACH	16.00	\$900.00	\$14,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 8" - 18"	EACH	0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 19" - 36"	EACH	0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOVING STUMPS 37" +	EACH	0.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEARING (SPECIAL)	ACRE	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAINTAINING TRAFFIC	L.S.	1.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			SUBTOTAL	\$112,300.00	SUBTOTAL	\$0.00	SUBTOTAL	\$0.00	SUBTOTAL	\$0.00
			TOTAL BID	\$138,650.00	NO BID	\$0.00	NO BID	\$0.00		\$0.00