



## **Newaygo County Road Commission**

935 EAST ONE MILE ROAD  
WHITE CLOUD, MI 49349  
Phone (231) 689-6682  
Fax (231) 689-5994  
[www.newaygoroads.org](http://www.newaygoroads.org)

# **NOTICE TO BIDDERS**

The Board of County Road Commissioners of Newaygo County will receive sealed bids at their office at 935 East One Mile Road, White Cloud, MI 49349, until 8:00 a.m. on Wednesday, January 17, 2018, for the following:

### **Tree Cutting in various locations within Newaygo County**

Specifications and bid forms may be obtained at the Road Commission offices during regular business hours or by visiting our website at [www.newaygoroads.org](http://www.newaygoroads.org).

It is the intent of the Newaygo County Road Commission to hire a contractor to remove trees within Newaygo County as they become an issue, potential road hazard or a result of storm damage.

All proposals must be submitted on Road Commission furnished bid forms. Said forms must be in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder.

The Newaygo County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Newaygo County.

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF  
NEWAYGO COUNTY**

**Douglas Harmon, Chairman  
Louis J. Meeuwenberg, Vice-Chairman  
William Gonyon, Commissioner**

# SPECIFICATIONS FOR TREE CUTTING

It is the intent of the Newaygo County Road Commission to receive bids for tree cutting.

**A. Standard Specifications:**

1. The Contractor shall comply with the intent of the General Requirements and Covenants, of the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction" where applicable.
2. Where the Standard Specifications are referred to, the Michigan Department of Transportation's most current edition to the Standard Specification for Construction shall be used.

**B. Delivery:**

1. By mutual agreement, the Newaygo County Road Commission reserves the right to extend contracts to other locations. Furthermore, the Newaygo County Road Commission reserves the right to delete locations if deemed necessary and in the best interest of the Newaygo County Road Commission.
2. Scheduling will be coordinated by Jim David, Superintendent.

**C. Safety:**

On all job sites the contractor shall be required to utilize proper traffic control signs and maintain traffic in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) until project is completed. Traffic regulators shall be dressed appropriately in accordance with MIOSHA. The contractor and employees of the contractor must perform their duties in a professional manner.

**D. Payment:**

The completed work will be paid for at the contract unit price for the applicable contract pay items and shall include all material, equipment and labor required to complete these items.

**E. Insurance Requirements:**

1. Contractor shall save harmless and indemnify the Newaygo County Road Commission, as well as their employees, 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 work all in accordance with the 2003 Michigan Department of Transportation "Standard Specifications for Construction", section 107.10, with the following minimum requirements:

Workman's Compensation    Statutory Coverage  
Bodily Injury and Property Damage Other Than Automobile:  
Each Occurrence                \$1,000,000  
Aggregate                        \$2,000,000  
Bodily Injury Liability and Property Damage Liability Automobile:  
Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000  
Property Damage Liability    \$1,000,000 Each Occurrence  
Combined Single Limit for Bodily Injury and Property Damage Liability  
Each Occurrence                \$2,000,000  
Insurance Certificate declaring Newaygo County Road Commission as additional insured, not certificate holder, must be issued and shall become part of contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within ten days upon notification of award of Contract.

- F.** Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- G.** “The NCRC, 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, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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 gender, disability, race, color, or national origin in consideration for an award.”

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Newaygo County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the Newaygo County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Newaygo County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Newaygo County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

**H. Contractor's Qualifications**

In order to be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or have provided Trimming & Removal Services that is similar in size and scope to this Contract.

**I. Standard of Performance**

The contractor shall furnish all labor, tools, safety equipment, transportation, insurance, and all other items/services necessary to complete the following project in strict accordance with the provisions of this Contract. The contractor shall coordinate their performance of the services with the county.

**RENEWAL OPTION:** The Road Commission reserves the right to renew the contract for two additional one-year terms, each upon mutual agreement of both parties.

Contract and bid prices shall remain in effect for one year.

All wood must be moved to the back side of the road right-of-way.

# BID FORM — 2018 Tree Cutting

To be opened: Wednesday, January 17, 2018 @ 8:00 a.m.

Submitted to: Newaygo County Road Commission  
935 East One Mile Road  
White Cloud, MI 49349

All of the work herein specified will be paid for and included in the following pay items and each item shall have a price listed:

Items of Work	Unit	Quantity	Total
• 60 ft. Bucket Truck w/operator	Hourly Rate	1	_____
• Laborer	Hourly Rate	1	_____
• Chipper	Hourly Rate	1	_____
• Stump grinder	Hourly Rate	1	_____
• Skidster to move wood for larger trees	Hourly Rate	1	_____
• 2 flaggers and proper traffic Control devices	Hourly Rate	1	_____

**\*\* The contractor shall provide flaggers and provide proper traffic control devices.**

Submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Typed or printed)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title of person signing (typed or printed)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

Please contact Jim David, Superintendent, at (231) 689-6682, Ext 26 with any questions regarding these specifications.