

INVITATION TO BID

Sealed proposals will be received by Ionia County until **3:00 p.m. on Thursday, July 14, 2022**, at the Ionia County Administration Office, 3rd Floor, 101 W. Main St., Ionia, MI. 48846. Late bids will not be accepted. for the following:

Contract # 22-01: Countywide Tree Cutting

The contractor shall certify that all materials and construction meet current Michigan Department of Transportation specifications. All bids will meet or exceed the specifications established by the Ionia County Road Department and/or Michigan Department of Transportation.

Further information upon which bids shall be based is available at the road department office, phone (616) 527-1700, www.ioniacountyroads.org on the "Doing Business" page or www.ioniacounty.org on the "Request for Proposals" page. **All proposals are to be in sealed envelopes and plainly marked "Sealed Bid for Contract #22-01 Countywide Tree Cutting" and shall include the name and address of the bidder.**

The public Bid Opening will take place at the Ionia County Administrator's office, located at 101 W. Main Street, Ionia, Michigan 48846, at 3:00 PM on Thursday, July 14, 2022. Sealed bids must be submitted to:

County of Ionia
Attn: Jason Eppler, Interim County Administrator
101 West Main Street
Ionia, Michigan 48846

Ionia County reserves the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals which, in their opinion, may be most advantageous and in the best interest of Ionia County. Once bids are opened, they become the property of Ionia County and may be subject to disclosure under the Freedom of Information Act. The cost of responding to this Bid Request will be solely the responsibility of the firm submitting the bid.

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Ionia County Administration Office, 3rd Floor, 101 W. Main St., Ionia, MI. 48846.

Refer to the “**INVITATION TO BID**” for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

1. All bids must be submitted on the County’s blank form when provided. The bid shall be legibly prepared in ink or typewriter. The bidder must initial any erasures or alterations.
2. **Specifications and plans should not be returned unless otherwise stated herein.**
3. Bids shall be mailed or delivered. **Bids shall be in a sealed envelope identified on the outside as to the bid concerned and shall include the name and address of the bidder.** Faxed bids will NOT be accepted.
4. Bids will not be accepted after the time designated for the opening of the bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner used for the transmission thereof. **Bids will be accepted Ionia County Administrator’s office**, on behalf of the County at any time during normal business hours only, said hours being 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of legal holidays.
5. It is understood that the Board of County Commissioners is a governmental unit and as such, is exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidder, as evidenced by the execution of the bid form, thereby declares that the bid is made without collusion with any other person, firm, or corporation and agrees to furnish all bid items in strict adherence with all Federal regulatory measures.
7. The County reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and in the best interest of the County. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
8. Insurance Requirements: Upon request or notification of award, and prior to execution of the contract, the contractor shall have fourteen (14) days to submit to Ionia County a completed copy of their Certificate of Liability Insurance as evidence of the following specific requirements:
 - A. Indemnification: The contractor shall save harmless and indemnify Michigan Department of Transportation and Ionia County as well as their officers, agents and 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 the work all in accordance with the current Michigan Department of Transportation “Standard Specifications for Construction”, section number 107.10.

1. CERTIFICATE HOLDER block shall read: "Ionia County Road Department, 170 E. Riverside Drive, Ionia, Michigan 48846".
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: "Additional Insured: The Board of County Commissioners for Ionia County, the Ionia County Road Department and its officers, agents and employees".

B. Worker's Compensation Insurance: The contractor shall carry Worker's Compensation Insurance of not less than the Statutory Limit.

C. Bodily Injury and Property Damage: The contractor, shall afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. **Bodily Injury and Property Damage Other Than Automobile.** Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract will be as follows:

Bodily Injury and Property Damage Liability:

Each Occurrence: \$1,000,000
 Aggregate:..... \$2,000,000

The insurance will include, but not be limited to coverage for the following:

- a. Underground damage to facilities due to drilling and excavating with mechanical equipment, and
- b. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. **Bodily Injury Liability and Property Damage Liability Automobile.** Unless otherwise specifically required by special provision, the minimum limits of bodily injury liability and property damage liability shall be as follows:

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

Comprehensive General Liability Insurance naming MDOT and Ionia County, its commissioners, officers, agents, and employees, as “Additional Insured” is required as shown above. This policy shall also include coverage for product liability and completed operations, and bodily or property damage due to perils of explosion, collapse, and underground hazards (X, C, U). The completed certificate shall provide the name of the insurance company and its address, phone number, and fax number, in addition to the policy numbers, policy periods, policy descriptions, and signature of the insurance agent.

- D. Owner’s Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and on behalf of Ionia County, its commissioners, officials, agents and employees, and all agencies specifically named below, and their employees, a policy for Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor’s Public Liability Insurance.

The agencies specifically named are the Michigan Department of Transportation, the Ionia County Board of Commissioners and the Ionia County Road Department.

9. Cancellation of Contract Provisions: The Ionia County Road Department shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the contractor’s work results in any non-acceptable maintenance condition of one or all specified areas. The designated representative at the time of the **first** circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue. If the condition should repeat for a **second** time, written notice of termination shall be sent.
10. Presumption upon Receipt of Bid: 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 stipulations and requirements contained therein.
11. Contractor and Contractor’s Subcontractor: Neither the contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

**Specifications for
Contract # 22-01
Countywide Tree Cutting**

It is the intent of Ionia County Road Department to contract tree cutting on primary and local roads in Ionia County.

Scope: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and any other apparatus required in the performance of this contract unless otherwise herein stated.

A. Standard Specifications:

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

B. Delivery:

1. By mutual agreement, Ionia County, thru the Ionia County Road Department (ICRD) reserves the right to extend contracts to other locations. Furthermore, Ionia County, thru the Ionia County Road department reserves the right to delete locations if deemed necessary and in the best interest of the ICRD.
2. Scheduling will be coordinated by Bud White, Road Superintendent.

C. Bid Pricing for Unknown Quantity:

Bid lump sum hourly rate for minimum 70' bucket truck with operator including any additional laborers and equipment employed on job site (skid steer w/grapples, wood chipper, and/or flag person when needed).

D. Safety Requirements:

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 outfitted appropriately in accordance with MIOSHA.

E. Payment:

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

F. Contractor's Qualifications:

To be considered for contract award, the successful bidder must be able to demonstrate that they currently provide or have provided tree trimming and removal services similar in size and scope to this contract. The successful bidder should have three references documenting previously performed tree trimming and removal services.

G. 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 services with the Ionia County Road Department

H. Contract Period:

The terms of this contract shall remain in effect through December 31, 2022.

I. Renewal:

Ionia County reserves the right to renew the contract for three additional one-year periods providing:

1. Pricing, terms and conditions of the first contract remain in effect for any additional one-year renewal period.
2. Both parties have mutually agreed to any additional one-year renewal periods.

Questions concerning specifications may be directed to Bud White, Road Superintendent at (616) 527-1700, extension 102.

BID FORM
CONTRACT # 22-01
COUNTYWIDE TREE CUTTING

Submit to:
Ionia County Administrator's office
101 W. Main Street
Ionia, Michigan 48846

Hourly Rate for tree cutting in Ionia County
One lump sum for all labor/equipment as needed

\$ _____

NAME OF CONTACT PERSON(S):

PHONE NUMBER TO CONTACT:

INDEMNIFICATION: *The contractor agrees to hold harmless and indemnify Ionia County its commissioners, officers, agents and employees from any and all claims, suits and judgments to which Ionia County, its commissioners, officers, agents or employees may be subject and for all costs and actual attorney fees which may be incurred arising out of any injury to persons or damage to property, including property of Ionia County, whether due to negligence of the contractor or the joint negligence of the contractor and Ionia County, arising out of the work specified in this proposal, or in connection with work not authorized in this proposal, or resulting from failure to comply with the terms of this proposal. Contractor will not be obligated to indemnify Ionia County for any injury or property damage arising out of the sole negligence of Ionia County, its commissioners, officers, agents or employees.*

Signature

Date

Print Name / Title

Phone Number

Company Name

Fax Number

Address

Email Address

City, State, ZIP

Cell Phone Number