

ROAD COMMISSION FOR IONIA COUNTY

170 E. Riverside Drive • P.O. Box 76 • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

HERBERT C. CUSACK
Commissioner

EARL S. STRATER
Commissioner

FREDERICK A. CHAPMAN
Commissioner

DOROTHY G. POHL, CPA
Managing Director

WAYNE A. SCHOONOVER, P.E.
County Highway Engineer

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Ionia County Road Commissioners until **2:00 p.m. on Friday, February 12, 2010** at which time they will be publicly opened and read in the Commission offices for:

CONTRACT #10-08 ROADSIDE BRUSH SPRAYING

All bids will meet or exceed the specifications established by the Ionia County Road Commission and/or the Michigan Department of Transportation. The bid form is to be returned in a sealed envelope and plainly marked "**Sealed Bid for Contract # 10-08 Roadside Brush Spraying**" and shall include the name and address of the bidder. Further information upon which bids shall be based is available at the road commission office, phone (616) 527-1700.

The Ionia County Road Commission 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.

BOARD OF COUNTY ROAD COMMISSIONERS IONIA COUNTY, MICHIGAN

Herbert C. Cusack - Chairman
Earl S. Strater - Vice Chairman
Frederick A. Chapman - Member

January 12, 2010

BOARD OF COUNTY ROAD COMMISSIONERS
Of the County of Ionia

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Board of County Road Commissioners of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

Refer to the **NOTICE TO BIDDERS** for the exact timing and for the identification of the bids 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.

The Board's practice is to open and read the bids at the designated time and then refer the file to staff for tabulation and analysis. During this period, bid files are closed until presented to the Board of County Road Commissioners at their next regular meeting. Notifications of award, pending award, or other outcome, will be made in writing. The bid tabulation will accompany award, as is customary for item bid, or may be requested by phone at (616) 527-1700.

1. All bids must be submitted on the Board'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 and identified on the outside as to the bid concerned. 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 at the Road Commission office** on behalf of the Board at any time during normal business hours only, said hours being 7:00 a.m. to 4:00 p.m., Monday through Friday, legal holidays excepted.
5. It is understood that the Board of County Road 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 Board 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 the Ionia County Road Commission 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 the Ionia County Road Commission 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 Commission, 170 E. Riverside Drive, Ionia, Michigan 48846”.
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: “Additional Insured: MDOT and the Board of County Road Commissioners for Ionia County, the Ionia County Road Commission 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:

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:

- 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:

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 the Ionia County Road Commission, 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, XCU. 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 in behalf of the Ionia County Road Commission, 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 Ionia County Road Commission and the Board of Ionia County Road Commissioners.

9. Cancellation of Contract Provisions: The Ionia County Road Commission 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.

Questions concerning specifications may be directed to **Scott Peterson, Road Superintendent** (616) 527-1700 x 108 or scott@ioniacountyroads.org .

IONIA COUNTY ROAD COMMISSION
Specification Sheet
Contract #10-08: Roadside Brush Spraying

It is the intent of the Ionia County Road Commission to contract for the 2010 requirements of roadside brush spraying, as needed, with four additional one-year renewal options.

Scope: The bidder must be specially trained and licensed by the Michigan Department of Agriculture, and experienced in this work (3 year minimum). Bidders **MUST** be willing to address and respond, in a timely manner, to any citizen complaints regarding the program. A daily spray log must be submitted to the road commission upon completion of the job.

A. General Specifications:

1. Contractor must meet insurance requirements.
2. Contractor will supply all equipment and materials.
3. All brush spraying will be as follows:
 - (a) To an existing tree line, or
 - (b) within the right-of-way (66 feet total or 33 feet from center of roadway in each direction) unless stated otherwise.
 - (c) Exclude yards where mowed and maintained to roadway.
 - (d) Keep safe distance from lakes and streams.
4. Spraying locations are countywide. Work shall consist of brush spraying areas that have been previously cut.
5. Bidding price structure to be priced on a "per mile" (both sides of road) basis, as follows:
 - (a) Primary and Local roads - price per mile
 - (b) Trunkline price based on per gallon mix as necessary

B. "NO SPRAY PERMIT" and Signs:

All "no spray" permits and signs are to be honored, otherwise damages shall be at contractor's expense to resolve.

C. Material:

Material is to be handled in accordance with state and federal regulations. Material safety data sheets must be supplied by the contractor.

D. Completion Date:

Roadsides are to be sprayed by August 1st of each year.

E. Chemical Type:

- | | |
|------------------|--------------------------------------|
| 1. Surfactant | 1 quart, mix per 100 gallons water |
| 2. Drift Control | 10 ounces, mix per 100 gallons water |
| 3. Tordon K | 1 quart per 100 gallons water |
| 4. Garlon 3 A | 1 quart per 100 gallons water |

F. Renewal Option:

The road commission reserves the right to renew the contract for a maximum of four additional one-year terms, each upon mutual agreement of both parties. Pricing, terms and conditions of the first year contract will remain the same for any one-year renewal periods.

G. Payment:

The completed work as measured for brush spraying will be paid for at the bid unit price; however, ten percent (10%) will be retained until June of the following year when the contractor will contact the road commission for follow-up inspection.

**IONIA COUNTY ROAD COMMISSION
BID FORM
Contract #10-08: Roadside Brush Spraying**

Primary and Local Roads: Price Per Mile \$ _____

Trunkline: Price Per Gallon \$ _____

INDEMNIFICATION: The contractor agrees to hold harmless and indemnify the Michigan Department of Transportation, Ionia County Road Commission, its commissioners, officers, agents and employees from any and all claims, suits and judgments to which the M.D.O.T. or the Ionia County Road Commission, 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 M.D.O.T. or the Ionia County Road Commission, whether due to negligence of the contractor or the joint negligence of the contractor and the Ionia County Road Commission, 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 the M.D.O.T. or the Ionia County Road Commission for any injury or property damage arising out of the sole negligence of the M.D.O.T. or the Ionia County Road Commission, its commissioners, officers, agents or employees.

Signature

Date

Print Name / Title

Phone Number

Company Name

Fax Number

Address

Pager Number

City, State, ZIP

Cell Phone Number