

ROAD DEPARTMENT FOR IONIA

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

Linda Pigue
Managing Director

INVITATION TO BID

Sealed bids will be received until **11:00 a.m. on Wednesday, July 2, 2025**, at which time they will be publicly opened and read in the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

Contact 25-08 Roadside & Guardrail Brush Spraying

It is the intent of the County of Ionia Board of Commissioners to contract for Roadside and Guardrail Brush Spraying, as needed, with four additional one-year renewal options. All bids will meet or exceed the specifications established by the Ionia County Road Department.

Further information upon which bids shall be based is available at www.ioniacountyroads.org on the "Doing Business" page, or www.ioniacounty.org on the "Request for Proposals" page. **All bids must be submitted individually in a sealed envelope. Each bid document should distinctly specify Contract 25-08 Roadside & Guardrail Brush Spraying along with the bidder's name and address.** Bids sent via fax or email will NOT be accepted.

The public Bid Opening will take place in the offices of the Ionia County Road Department, located at 170 E. Riverside Drive, Ionia, MI 48846 **at 11:00 AM on Wednesday, July 2, 2025**. Late bids will not be accepted. Sealed bids must be submitted to:

Ionia County Road Department
Attn: Cody Waite, Revenue & Infrastructure Manager
170 E. Riverside Drive
Ionia, Michigan 48846

The County of Ionia, its board members, and its Road Department reserve the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals that they deem most beneficial and advantageous. In instances of error in the extension of prices, in the bid or arithmetical error, the unit prices will govern. Upon the opening of bids, they become the property of the County of Ionia and may be subject to disclosure under the Freedom of Information Act. Expenses incurred in responding to this Bid Request will be the exclusive responsibility of the bidding entity.

INSTRUCTIONS TO BIDDERS

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

Refer to the INVITATION TO BID 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.

Normal practice is to open and read the bids then refer the file to staff for tabulation and analysis. During this period, bid files are closed and will remain closed until presented to the Ionia County Board of 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. Bids must be submitted on the County's blank form when provided. The bid shall be legibly prepared in ink or typed. 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.** Bids sent via fax or email will NOT be accepted.
4. Bids will be accepted at the Ionia County Road Department Office, on behalf of the County of Ionia, at any time during normal business hours only, said hours being 6:00 a.m. to 4:00 p.m., Monday through Thursday, with the exception of legal holidays. **Bids will not be accepted after the time designated for the opening of 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.
5. It is understood that the County of Ionia 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 of Ionia, its Board members, and its Ionia County Road Department reserve 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 County of Ionia 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 , The Ionia County Road Department of The County of Ionia as well as its 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.
- B. CERTIFICATE HOLDER block shall read: "The County of Ionia, 101 W. Main Street, Ionia, Michigan 48846".
- C. Worker's Compensation Insurance: The contractor shall carry Worker's Compensation Insurance of not less than the Statutory Limit.
- D. 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:

1. Underground damage to facilities due to drilling and excavating with mechanical equipment, and 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:

2. 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

E. Comprehensive General Liability Insurance naming the County of Ionia, its Board members, officers, agents and employees, is required. 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.

F. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and on behalf of the County of Ionia, its Board members, officials, agents and employees, and any 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.

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



IONIA COUNTY ROAD Department
Contract #25-08: Roadside Brush Spraying

It is the intent of the Ionia County Road Department to contract for the 2025 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 Department upon completion of the job.

A. General Specifications:

- 1) Contractor must meet insurance requirements.
- 2) Contractor must comply with pertinent MDARD and EGLE rules and regulations.
- 3) Contractor must possess NPDES and ANC EGLE permits; and comply with their rules and regulations.
- 4) Contractor will supply all equipment and materials.
- 5) 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) Apply only acceptable chemicals near lakes and streams.
- 6) All guardrail spraying will be as follows: The minimum swath width for the herbicidal spraying along the guardrail shall be 4 feet with 3 feet of the swath located in front of the face of the guardrail and 1 foot of the swath located behind the face of the guardrail.
- 7) It will be the contractor's responsibility to select an herbicide formulation and application rate capable of achieving a minimum of 90% kill rate of ALL vegetation in the treatment area for a period of one growing season ending September 1st. The selected herbicide formulation shall consist of chemicals approved for use by the United States Environmental Protection Agency.
- 8) The contractor shall exercise extreme care to prevent damage to residential plantings; vegetable or flower gardens; farm crops; or other desirable plants adjacent to the areas being sprayed. The contractor shall have the right to shut off the spray at any time he feels the application may cause damage.
- 9) Spraying locations are countywide. Work shall consist of brush-spraying areas that have been previously cut.
- 10) Bidding price structure to be based as follows:
 - (a) Primary and Local roads - price per mile (both sides of roadway)
 - (b) Guardrail spraying - price per foot

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.

Chemicals and application rates will be selected at the discretion of the contractor to achieve 90% or higher kill rate of the respective undesired species.

D. Completion Date:

All spraying is to be completed by September 30th of each year.

E. Renewal Option:

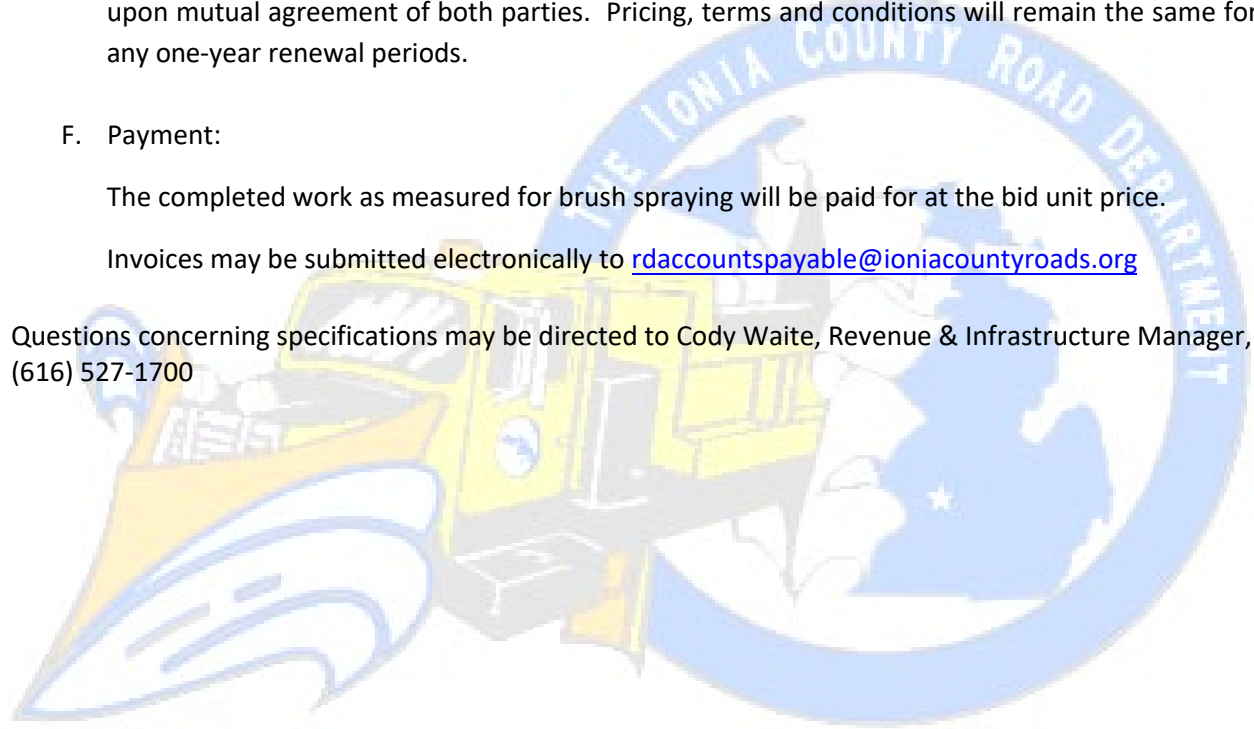
The right is reserved to renew the contract for a maximum of four additional one-year terms, each upon mutual agreement of both parties. Pricing, terms and conditions will remain the same for any one-year renewal periods.

F. Payment:

The completed work as measured for brush spraying will be paid for at the bid unit price.

Invoices may be submitted electronically to rdaccountspayable@ioniacountyroads.org

Questions concerning specifications may be directed to Cody Waite, Revenue & Infrastructure Manager, (616) 527-1700



**IONIA COUNTY ROAD DEPARTMENT
BID FORM**

Contract #25-08
Roadside Brush Spraying

Primary and Local Roads: Price Per Mile \$ _____

Guardrail Spraying: Price Per Foot \$ _____

The right is reserved to award each bid item independently and to reject any or all proposals, or to waive any irregularities therein, and to accept any proposals in the best interest of Ionia County.

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

Signature

Date

Print Name / Title

Phone Number

Company Name

Fax Number

Address

Cell Phone Number

City, State, ZIP

Email Address