PROPOSAL

FOR

2016 GUARDRAIL SPRAYING PROGRAM

BID OPENING:
Tuesday, April 19, 2016 at 10:00 a.m.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Bruce R. Stammer, Jr., Member
Stephen J. Pace, Member
Charles A. Londo , Member
MONROE COUNTY ROAD COMMISSION
INVITATION TO BID

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until 10:00 a.m. local time on Tuesday, April 19, 2016 at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2016 Fog Seal Program
- 2016 Full Depth Reclamation Program
- 2016 Guardrail Spraying Program
- 2016 Scrub Seal Program
- Liquid Calcium Chloride
- Mineral Well Brine

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission’s website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN
TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 2016 Guardrail Spraying Program

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.

2. The undersigned will contract to furnish all labor, equipment and materials at the unit price stated on the attached bid form and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: _______________________________________________________
Address: _______________________________________________________
City, State, ZIP: ________________________________________________
Telephone: _____________________________________________________
By: ____________________________________________________________
Title: __________________________________________________________
Date: __________________________________________________________
INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as “Board,” unless otherwise specified.

OWNER
The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the “Board.”

BIDDER
The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS
Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 7) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked “Bid for 2016 Guardrail Spraying Program.”

BIDDER’S SURETY
A bid bond or bid deposit will not be required for this proposal.

OPENING OF BIDS
Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until 10:00 a.m. local time on Tuesday, April 19, 2016 at which time they will be publicly opened and read aloud.

ACCEPTANCE AND REJECTION OF BIDS
The Board reserves the right to accept, reject and/or modify any or all bids received, to waive any irregularities therein and to make the award in any manner deemed to be in the best interest of the Monroe County Road Commission.

TITLE VI ASSURANCE
The Monroe County Road Commission, 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, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures 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 race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION
In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual’s ability to perform the duties of a
particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

**CONTRACT EXECUTION**
The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

**EXTENSION OF CONTRACT**
Upon mutual agreement of both parties, the Board may extend the length of this Contract for up to three additional years. Requests for an extension must be made in writing to the Director of Operations by February 1st.

**TIME OF COMPLETION**
All work shall be completed on or before May 21, 2016.

**FAILURE TO COMPLETE ON TIME**
Liquidated damages in the amount of $200 per day will be assessed for each calendar day the work remains incomplete beyond the completion dates.

**PAYMENTS TO CONTRACTOR**
The Contractor shall invoice the Monroe County Road Commission for their work on the contract.

**ASSIGNMENT CLAUSE**
The contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

**DISPUTES**
The Director of Operation’s written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

**TAXES**
The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

**BOARD RESPONSIBILITY**
The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor’s means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. The Board will not be responsible for the Contractor’s failure to perform or furnish the work in accordance with the Contract Documents.

**INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

A. **Indemnification.** The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.

B. **Workers’ Compensation Insurance.** The Contractor must carry the necessary Workers’ Compensation Insurance and submit a certification that it carries Workers’ Compensation to the Board.
C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

   Bodily Injury and Property Damage Liability:
   Each Occurrence $1,000,000
   Aggregate $2,000,000

2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

   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

3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

   “Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

   “Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

E. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.

F. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor’s insurance company has been received by the Board.

DESCRIPTION OF WORK
The work will consist herbicidal spraying for non-selective vegetation control along roadside guardrail on primary roads in Monroe County.
SPECIFICATIONS

A. The Contractor must have a minimum of five years of experience in chemical application for roadside herbicide spray treatment. If requested, the contractor shall furnish a complete written list of all counties and states where they have performed herbicide spraying services.

B. The Contractor shall be licensed in Category 6 (Right-of-Way Pest Management) by the Michigan Department of Agriculture. Verification of licensing shall be submitted prior to the award of the Contract.

C. The minimum swath width for the herbicidal spraying along the guardrail shall be 4 foot with 3 foot of the swath located in front of the face of the guardrail and 1 foot of the swath located behind face of the guardrail.

D. It will be Contractor’s responsibility to select an herbicide formulation and application rate capable of achieving a minimum 90 percent 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.

E. If the minimum 90 percent kill rate of vegetation is not maintained throughout the growing season ending September 1st, the Contractor will be required to re-apply herbicide to achieve the required 90 percent kill rate at no additional cost to the Board.

F. 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.

G. The Contractor will be required to provide public notice in The Monroe News prior to the application of the herbicide in accordance with Regulation 637 of Public Act 451 of 1994. The public notice shall contain the following information:

   1. The name, address, and phone number of the application firm or individual;
   2. The brand name and active ingredients of the pesticide or pesticides used;
   3. The method of application;
   4. The scheduled date or dates of application;
   5. The name, address, and phone number of a person who may be contacted and who is responsible for supplying updated information concerning the application for those people who request it; and
   6. Any reentry restrictions.

MAINTENANCE OF TRAFFIC

Spraying operations shall be conducted in a manner that will not create a hazard to nor hinder, restrict or impede traffic.

The Contractor’s equipment shall have an amber rotating or strobe warning light visible 360 degrees to the motoring public.

All spraying shall be performed with the flow of traffic.

All work on this contract shall be performed during daylight hours only.
MEASUREMENT AND PAYMENT
The unit price for Guardrail Spraying, 4 Foot Swath includes the cost of:

1. Providing public notice in The Monroe News;
2. Application of a 4 foot wide swath of a non-selective herbicide along roadside guardrail on primary roads; and
3. Reapplication of herbicide to maintain a 90 percent kill rate throughout the growing season ending September 1st, if necessary.

PRIMARY ROAD GUARDRAIL LENGTHS BY TOWNSHIP

<table>
<thead>
<tr>
<th>Township</th>
<th># of Guardrail Segments</th>
<th>Total Length</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ash</td>
<td>26</td>
<td>7,376</td>
<td>Feet</td>
</tr>
<tr>
<td>Bedford</td>
<td>19</td>
<td>2,519</td>
<td>Feet</td>
</tr>
<tr>
<td>Berlin</td>
<td>27</td>
<td>5,481</td>
<td>Feet</td>
</tr>
<tr>
<td>Dundee</td>
<td>30</td>
<td>7,049</td>
<td>Feet</td>
</tr>
<tr>
<td>Erie</td>
<td>18</td>
<td>5,755</td>
<td>Feet</td>
</tr>
<tr>
<td>Exeter</td>
<td>30</td>
<td>8,047</td>
<td>Feet</td>
</tr>
<tr>
<td>Frenchtown</td>
<td>30</td>
<td>2,952</td>
<td>Feet</td>
</tr>
<tr>
<td>Ida</td>
<td>4</td>
<td>660</td>
<td>Feet</td>
</tr>
<tr>
<td>LaSalle</td>
<td>14</td>
<td>1,779</td>
<td>Feet</td>
</tr>
<tr>
<td>London</td>
<td>19</td>
<td>1,906</td>
<td>Feet</td>
</tr>
<tr>
<td>Milan</td>
<td>39</td>
<td>7,714</td>
<td>Feet</td>
</tr>
<tr>
<td>Monroe</td>
<td>33</td>
<td>4,826</td>
<td>Feet</td>
</tr>
<tr>
<td>Raisinville</td>
<td>33</td>
<td>7,281</td>
<td>Feet</td>
</tr>
<tr>
<td>Summerfield</td>
<td>29</td>
<td>5,871</td>
<td>Feet</td>
</tr>
<tr>
<td>Whiteford</td>
<td>10</td>
<td>1,510</td>
<td>Feet</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>362</strong></td>
<td><strong>70,900</strong></td>
<td>Feet</td>
</tr>
</tbody>
</table>

COMMUNICATIONS
Any questions regarding this bid shall be directed to the person listed below:

Name: Michael Smith
Phone: 734-240-5103
Email: MSmith@mcrc-mi.org
TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **2016 Guardrail Spraying Program** including Bidders’ Addenda and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit price named below:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardrail Spraying, 4 Foot Swath</td>
<td>70,900</td>
<td>Ft</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Communications concerning this Bid shall be addressed to the Bidder’s representative.

Name of Representative: 

Company: 

Address: 

City, State, ZIP: 

Telephone Number: 

Fax Number: 

E-Mail Address: 

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _______________________________ , 2016