



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

**PHRAGMITE AND BRUSH CONTROL
CHEMICAL TREATMENT**

BID OPENING:

Thursday, June 28, 2018 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Stephen J. Pace, Member
Charles A. Londo, Member
Greg W. Stewart, 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 **Thursday, June 28, 2018** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2018 Bedford Township Subdivisions Overband Crack Fill
- Phragmite and Brush Control Chemical Treatment

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

**MONROE COUNTY ROAD COMMISSION
PHRAGMITE AND BRUSH CONTROL CHEMICAL TREATMENT**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: Phragmite and brush control chemical treatment on 440.34 miles of primary road in Monroe County, Michigan

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 have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools, material and traffic control devices necessary at the unit prices stated on the attached bid forms 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: _____

Notes:

1. If the bidder is a partnership, each member must sign the proposal.
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

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 12) 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 "**Phragmite and Brush Control Chemical Treatment.**"

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 **Thursday, June 28, 2018** 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 the Contract for up to three additional one-year terms. The pricing, terms, and conditions of the original contract will remain the same for any subsequent one-year extensions. Requests for a contract extension must be made in writing to the Purchasing Agent by February 1st.

TIME OF COMPLETION

All contract work shall be completed on or before **September 30, 2018**.

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.

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. Per Project Aggregate. The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.
- F. 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.
- G. 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 on this contract consists of phragmite and brush control chemical treatment on 440.34 miles of primary road in Monroe County, Michigan

CONTRACTOR QUALIFICATIONS

- 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. A copy of the license from the Michigan Department of Agriculture shall be submitted prior to the award of the Contract.

PUBLIC NOTICE AND RECORD KEEPING

- A. 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 herbicide or herbicides 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.
- B. Material Safety Data Sheets for all materials to be used shall be provided to the Road Commission prior to the start of the work. The Contractor's on-site employee representative must have MSDS forms available on-site to provide to residents upon request.
- C. The Contractor shall maintain a daily written record of all spray applications performed in accordance with the current Michigan Department of Agriculture requirements. The daily records shall be submitted to the Road Commission upon completion of the work.
- D. The Contractor shall designate a minimum of one member of each work crew to respond to citizen questions, concerns, or complaints regarding the spray program, and/or related operations. The Contractor shall respond to all complaints that come to its attention, and the response must be in a timely manner.
- E. All contacts or complaints must be documented in writing with copies forwarded to the Road Commission on a daily basis. Written documentation shall consist of, at a minimum, the following information:
 - 1. Date and time of the contact;
 - 2. Name and address of the individual(s);
 - 3. General nature of the question, concern or complaint;
 - 4. Brief description of the response; and
 - 5. Name of the employee receiving and responding to the contact.

SAFETY

- A. The Contractor shall comply with all related Michigan Department of Agriculture and/or MIOSHA safety regulations and requirements. If standards or requirements are in conflict, the most restrictive shall apply.
- B. Applicators and other handlers shall wear personal protective equipment as specified on the herbicide labels.

- C. All spraying operations shall be performed with a two-man crew.

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 operations shall be limited to one side of the road at a time, and all spraying shall be performed with the flow of traffic.

All work on this contract shall be performed during daylight hours only.

EQUIPMENT SPECIFICATIONS

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the spray operations according to the specifications of this contract as well as any applicable State and Federal regulations.

The spraying equipment shall consist of:

- A. A truck mounted spraying unit with a liquid capacity of not less than 1,000 gallons.
- B. The spraying unit shall be powered with a high pressure pump capable of delivering 40 to 200 pounds per square inch of spraying pressure.
- C. The spraying unit shall be constructed so as to have sufficient spraying outlets to cover the entire width of the roadside from the edge of the roadway to the right-of-way line.
- D. The Contractor's vehicles and equipment shall be clearly identified with the Contractor's name at all times.
- E. The Contractor's equipment shall be equipped with either commercial type flashing amber lights plainly visible from 360 degrees in all directions or a 4' x 8' truck mounted, rear-facing arrow board.

BRUSH CONTROL SPRAYING SPECIFICATIONS

- A. The brush control spraying shall not begin before **July 15, 2018** and shall be completed on or before **August 31, 2018**.
- B. All brush control spraying and related operations shall be limited to the road right-of-way. The typical right-of-way is 33 feet from the center of the road. Work activities, operations and spraying will not be allowed beyond the right-of-way.
- C. The brush control spraying shall consist of spot applications behind guardrail on primary roads. The area to be sprayed shall be from the back of the guardrail to the top of the back ditch bank or the right-of-way line, whichever is less. There are approximately 475 segments of guardrail with a total length of approximately 102,000 feet. The Road Commission will provide the Contractor with a map of the guardrail locations prior to the brush control spraying.
- D. The Contractor's employees shall exercise care and due diligence to prevent its operations affecting any person that may be in the work area and/or cause injury or damage to animals, residential plantings, vegetable or flower gardens or to any susceptible farm crops or other desirable plants that may be located in or adjacent to the roadway. The Contractor shall have the responsibility to shut off the spray at any time the application of materials might cause such damage.
- E. Contractor shall assume full liability for all injury and/or damages to persons, animals, farm crops, and desirable plant life in, adjacent to or adjoining the road right-of-way, caused by its employees, equipment and/or as a result of its operations.

- F. Spray operations shall not be performed when winds exceed 12 MPH.
- G. A 90 percent effective rate shall be expected. Areas in need of re-spray will be the responsibility of the Contractor at a rate of application that will meet the 90 percent effective rate. The Contractor will be responsible for the total cost of any re-spray.
- H. Do not apply materials directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment wash waters.
- I. The materials for selective brush control spraying shall consist of:

Garlon 4 Ultra	1 gallon	per 100 gallons
Escort XP	2 ounces	per 100 gallons
Improve Surfactant	1 quart	per 100 gallons
Drift Control	8 ounces	per 100 gallons
- J. The estimated quantity for brush control spraying is based on a target application rate of 200 gallons per acre.

PHRAGMITE SPRAYING SPECIFICATIONS

- A. The phragmite spraying shall not begin before **August 15, 2018** and shall be completed on or before **September 30, 2018**.
- B. All phragmite spraying and related operations shall be limited to the road right-of-way. The typical right-of-way is 33 feet from the center of the road. Work activities, operations and spraying will not be allowed beyond the right-of-way.
- C. The phragmite spraying shall consist of chemical treatment of phragmites within the road right-of-way on primary roads. The Road Commission will provide the Contractor with a highlighted county map showing the segments of primary road where phragmites have been identified prior to the phragmite spraying.
- D. The Contractor's employees shall exercise care and due diligence to prevent its operations affecting any person that may be in the work area and/or cause injury or damage to animals, residential plantings, vegetable or flower gardens or to any susceptible farm crops or other desirable plants that may be located in or adjacent to the roadway. The Contractor shall have the responsibility to shut off the spray at any time the application of materials might cause such damage.
- E. Contractor shall assume full liability for all injury and/or damages to persons, animals, farm crops, and desirable plant life in, adjacent to or adjoining road rights of way, caused by its employees, equipment and/or as a result of its operations.
- F. Spray operations shall not be performed when winds exceed 12 MPH.
- G. A 90 percent effective rate shall be expected. Areas in need of re-spray will be the responsibility of the Contractor at a rate of application that will meet the 90 percent effective rate. The Contractor will be responsible for the total cost of any re-spray.
- H. Do not apply materials directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment wash waters.

I. The materials for phragmite spraying shall consist of:

Habitat	1 gallon	per 100 gallons
Rodeo	1 gallon	per 100 gallons
Improve Surfactant	1 quart	per 100 gallons
Drift Control	8 ounces	per 100 gallons

J. The estimated quantity for phragmite spraying is based on a target application rate of 100 gallons per acre.

MEASUREMENT AND PAYMENT

Brush Control Spraying, Spot Application will be measured by the gallon. The unit price for **Brush Control Spraying, Spot Application** includes the cost of:

1. Providing public notice in The Monroe News;
2. Application of a selective herbicide behind guardrail on primary roads; and
3. Reapplication of herbicide to achieve a 90 percent effective rate, if necessary.

Phragmite Spraying will be measured by the gallon. The unit price for **Phragmite Spraying** includes the cost of:

1. Providing public notice in The Monroe News;
2. Application of a non-selective herbicide to phragmites in the right-of-way on primary roads; and
3. Reapplication of herbicide to achieve a 90 percent effective rate, if necessary.

COMMUNICATIONS

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

Name: Christine Herron, Purchasing Agent
Phone: 734-240-5109
Email: CHerron@mcrc-mi.org

**MONROE COUNTY ROAD COMMISSION
PHRAGMITE AND BRUSH CONTROL CHEMICAL TREATMENT**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the site, proposal, plans and specifications for the **Phragmite and Brush Control Chemical Treatment** contract in Monroe County, Michigan including Bidders' Addenda _____, and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire Work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Proposal and Specifications; and to accept in full, compensation for all work necessary to complete the project at the unit prices named below:

UNIT PRICE CONTRACT				
Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount
Brush Control Spraying, Spot Application	10,000	Gal	\$	\$
Phragmite Spraying	30,000	Gal	\$	\$
Total Bid =				\$

Contractor Signature: _____

Printed Name and Title: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. All work on the **Phragmite and Brush Control Chemical Treatment** contract is to be completed by **September 30, 2018** as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

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

Name of Representative: _____
Address: _____
City, State, ZIP: _____
Telephone 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: _____, 2018

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)