INVITATION TO BID

Sealed bids will be received at the Administration Building of the Washtenaw County Road Commission at their office, 555 North Zeeb Road, Ann Arbor, Michigan until 9:30 a.m., Tuesday, April 10, 2018 at which time they will be publicly opened and read for furnishing the following:

ROADSIDE MOWING SERVICE FOR CERTAIN COUNTY ROADS AT VARIOUS LOCATIONS THROUGHOUT WASHTENAW COUNTY, MICHIGAN

Proposals, bid forms and other information are available at the office of the Road Commission at the above address.

BIDS MUST BE COMPLETED ON THE PROVIDED FORM AND SHALL BE SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER AND SHALL BE SUBMITTED IN A SEALED ENVELOPE THAT IS PLAINLY MARKED ON THE OUTSIDE AS TO THE CONTENTS. BIDS FAILING TO MEET THIS REQUIREMENT WILL NOT BE CONSIDERED.

The Board reserves the right to reject any or all bids or any part of same; to waive irregularities and/or informalities and to make the award in part or entirety as may appear to be in the best interest of the County of Washtenaw.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WASHTENAW

Douglas E. Fuller
Chair

JDH/tvl
cc: file
Sealed bids will be received at the Administration Building of the Washtenaw County Road Commission (“WCRC”) at its office, 555 North Zeeb Road, Ann Arbor, Michigan until 9:30 a.m., Tuesday, April 10, 2018 at which time they will be publicly opened and read for furnishing the following:

- Roadside Mowing Service for certain county roads at various locations throughout Washtenaw County, Michigan.

**INSTRUCTIONS TO BIDDERS:**

Proposals, bid forms, and other information are available at the office of the WCRC at the above address.

**BIDS MUST BE COMPLETED ON THE PROVIDED FORM AND SHALL BE SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER AND SHALL BE SUBMITTED IN A SEALED ENVELOPE THAT IS PLAINLY MARKED ON THE OUTSIDE AS TO THE CONTENTS. BIDS FAILING TO MEET THIS REQUIREMENT WILL NOT BE CONSIDERED.**

The Board of County Road Commissioners of the County of Washtenaw (“Board”) reserves the right to reject any or all bids or any part of same; to waive irregularities and/or informalities and to make the award in part or entirety as may appear to be in the best interest of the County of Washtenaw.

A Cashier’s check in the amount of 5% of the total bid price, payable to the WCRC, is to accompany each proposal. No bid may be withdrawn for at least ninety (90) days after the scheduled closing time for receiving bids.

Bids shall be legibly prepared with ink or typed. The unit prices per acre shall be entered in the specified location on the attached bid form. The unit prices as stated will govern in determining the correct total of the bid. If a unit price already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink, the new unit price entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price bid prepared with pencil or omitted may be rejected. Failure to fill in the option years may invalidate the proposal.

Any questions regarding this Invitation to Bid and the related specifications should be directed to Kenneth H. Harris, Superintendent of Maintenance at the WCRC. Phone: (734) 761-1500, ext. 696 or by email at harrisk@wcroads.org

The WCRC, 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, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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 gender, disability, race, color, or national origin in consideration for an award.
Qualifications of Bidders

It is the intention of the WCRC to award this Contract to a Contractor fully capable, both financially and as regards experience, to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, including a list of similar projects elsewhere, which the bidder has satisfactorily undertaken and completed.

Contract Conditions

The submission of a bid shall be considered prima facie evidence that the bidder has made a thorough examination of the specifications and work sites and is satisfied as to the conditions to be encountered in performing the work. No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor.

All requirements and specifications as described in the Michigan Department of Transportation (“MDOT”) 2012 Standard Specifications for Construction and the 2011 Michigan Manual of Uniform Traffic Control Devices (“MMUTCD”) shall be adhered to unless otherwise stated in the proposal.

Liability Insurance

The Contractor shall furnish proof of general liability insurance in amounts not less than $1,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than $1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than $500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance, consistent with the sample attached hereto, demonstrating that the Contractor shall cause WCRC to be an additional insured party on the policy. Such insurance shall cover a period not less than the term of the contract and shall provide that it cannot be cancelled or reduced below acceptable limits, authorization to continue work under the contract shall be suspended or revoked. The WCRC may in such case take appropriate action to restore or protect the road and appurtenances, utilizing any inspection, fees, security deposits or applicable bonds to defray expenses.

The Contractor shall name the WCRC as additional insured, by name, on the policy of insurance worded as follows: "The Board of County Road Commissioners of the County of Washtenaw, the Washtenaw County Road Commission, and its officers, agents and employees, are named as additional insured parties."

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who personally signed the contract. Insurance shall remain in force until the contract activity is completed, inspected and approved.

Should insurance coverage be cancelled or reduced below acceptable limits, authorization to continue work under the contract shall be suspended or revoked. The WCRC may in such case take appropriate action to restore or protect the road and appurtenances, utilizing any inspection, fees, security deposits or applicable bonds to defray expenses.

Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the WCRC from liability, including all claims and losses, and all related costs
and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor.

Late Bids

Bids not received by the Bid Submittal Deadline are late. Late bids will remain unopened.

Award of Contract

The WCRC may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make the award in any manner deemed for the best interest of the County of Washtenaw.

No work shall begin until after the award of the bid and execution of contract between the successful Bidder and the WCRC. After being notified by the WCRC of the award of the bid, the Contractor shall perform the work according to the specified dates and with sufficient work force and equipment to adequately complete the work within the allotted time.

Pre-Maintenance Meeting

A meeting with the successful bidder and the WCRC Superintendent of Maintenance will be held at the offices of the WCRC. The purpose of the meeting will be for the successful bidder to present the following required detailed information to the WCRC for review prior to commencing roadside mowing services.

A. Equipment list indicating description, age, manufacturer, model and serial number of each piece. The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. All equipment must be in the Contractor’s possession, available for use and fully operational, prior to the Pre-Maintenance meeting. The Contractor must provide an equipment list and any lease contracts at the Pre-Maintenance Meeting.

B. Schedule of operations - personnel and hours.

C. Name(s) of supervisors, 24 hour contact telephone numbers, and best contact times.

D. Safety Program, including traffic control plan.

E. Proof of Insurance as defined herein.

F. A list of current mowing services contracts and future prospective bids.

Any misrepresentation by the Contractor of its ability to perform the work described in this contract will be grounds for immediate termination. In such case, the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.
Scope of Work

Roadside mowing services as described herein will be bid for a three year contract. The bidder shall bid per centerline mile for each mowing cycle as specified.

The scope of this work covers the roadside mowing of certain county primary and local roads highlighted on maps attached hereto throughout Washtenaw County, Michigan. Roadside mowing services includes the mowing of grass, chickery, phragmites, weeds and any other vegetation including brush and woody vegetation up to two inches in diameter. The successful bidder will be required to submit signed contracts with all supporting information before commencing work.

The WCRC reserves the right to modify quantities, frequencies and work locations. Work will be under the direction of and coordinated by the WCRC Operations Department.

Mowing Schedule

First Mowing Cycle, Paved Primary & Local Roads: Mow one (1) swath of 5’ minimum width to 12’ maximum width from the edge of pavement or outside of edge of shoulder on both sides of the road. The first mowing will normally begin after May 15 and must begin no later than June 5. The first mowing shall be completed within 30 days of commencement of work. The Contractor shall notify the WCRC at least 72 hours before mowing begins.

Single Mowing Cycle, Unpaved Primary & Local Roads: Mow one (1) swath of 5’ minimum width to 12’ maximum width from the edge of pavement or outside of edge of shoulder on both sides of the road. The single mowing cycle for unpaved primary and local roads will normally begin after June 5 and must begin no later than June 20. The single mowing for unpaved primary and local roads shall be completed within 30 days of commencement of work. The Contractor shall notify the WCRC at least 72 hours before mowing begins.

Second Mowing Cycle, Paved Primary & Local Roads: Mow one (1) swath of 5’ minimum width to 12’ maximum width from the edge of pavement or outside of edge of shoulder on both sides of the road. The second mowing will normally begin after July 20th and must begin no later than August 1st. The second cutting shall be completed within 30 days of commencement of work. The Contractor shall notify the WCRC at least 72 hours before mowing begins.

Optional Extra-Width Mowing: An optional extra-width mowing in select areas throughout the county. These areas will be designated by the Superintendent of Maintenance. Optional Extra-Width Mowing will be utilized when Clear Vision Mowing is not applicable. The scope of work will be an additional (1) swath of 5’ minimum to 12” maximum. Pay will be calculated by centerline mile once agreed upon by the Superintendent of Maintenance and the Contractor prior to any mowing. The contractor will have (10) working days from the date of the notification to complete the Optional Extra-Width Mowing within designated areas.

Guardrail section: Mow as needed to clear objectionable growth.

Railroad Crossings: Mow all clear vision areas at at-grade railroad crossings.
Intersections, signs, and inside curves shall be mowed a minimum of 500’ each side, each way, at a minimum of 12’ wide.

The grass shall be cut a maximum of 5” above the level of the ground where the terrain permits the mowing to be accomplished by mechanical methods. The WCRC reserves the right to inspect the work in a timely manner and to reject work that does not meet this specification. The Contractor shall re-mow any rejected areas at no cost to the WCRC. All vegetation in mowing areas shall be cut to a height of five (5) inches to avoid scalping the turf. It is not necessary for the Contractor to remove grass clippings.

Mowing, as stated, must include woody sprouts in order to meet minimum swath.

If not satisfied with the first mowing, the WCRC reserves the right to cancel the contract for subsequent mowings.

Trimming within 6” of all obstructions such as street signs, traffic control signs, delineators, guard post, utility poles, bridge abutments, etc., which may be within the designated mowing area is required. Mowing is not required directly under or behind guardrail. Mowing operations shall be performed in swaths parallel to the roadway, except in landscape areas or areas exempted by the Superintendent of Maintenance.

Clear vision area mowing is required to provide adequate sight distances at intersections, around curves and to assure that traffic control devices and signs are visible. These areas will be designated by the Superintendent of Maintenance. Clear vision area mowing will be utilized when a full area mowing cycle is not desired. The Contractor will be notified by the Superintendent of Maintenance when and where to begin mowing. The Contractor shall have ten (10) working days from the date of notification to complete the clear vision area mowing.

**Equipment Requirements**

The Contractor shall, at all times, furnish, operate, and maintain suitable and adequate equipment and a force of qualified workers sufficient, in the opinion of the WCRC, to perform the work described herein. The force of qualified workers shall be sufficient to perform roadside mowing services on a timely basis.

Contractors who bid on this project and, in the opinion of the WCRC, do not have proper
and/or sufficient equipment and/or personnel to do the work within the time limits required will be rejected and the next low bidder will be allowed to demonstrate their ability to perform the work.

The equipment must be commercially available, in good repair, and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass, or damages the turf, shall not be allowed. Tractors used for production mowing shall have a minimum of 55 horsepower per tractor at the power take-off (P.T.O.) and be capable of cutting a width of no less than 120 inches in a single pass. Tractors used for trim mowing shall have a minimum of 30 horsepower at the P.T.O. and be capable of cutting a width of no less than 60 inches in a single pass. Tractors shall be equipped to provide the power to the mowing attachment. All equipment shall be of such type to permit the heights of cut to be adjusted to approximately 5 inches.

All equipment shall meet all federal, state and local safety requirements. If the mower box does not touch the ground, the mower shall be equipped with one-half inch safety chains which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

Riding equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

Under no circumstances shall the WCRC be responsible for any damage to the Contractor’s equipment due to obstacles encountered.

**Other Power Equipment**

The Contractor is advised that any reference to mowing does not necessarily refer exclusively to grass cutting equipment which is tractor drawn, but shall include other power equipment as may be necessary to satisfactorily complete the work.

**Performance of the Work**

All work included in this Contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior written approval is obtained from the Superintendent of Maintenance. Work shall not be permitted during holiday periods in accordance with the MDOT 2012 Standard Specifications for Construction.

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance or delay to the traveling public, or damage to the roadside. Under no circumstances shall the WCRC be responsible for any damage to the Contractor’s equipment due to obstacles encountered.

All roadside mowing shall be done with the flow of traffic. Once an area or section is started it shall be completed as much as possible. If a road within a section cannot be completed, it shall be the contractor’s responsibility to notify the WCRC while the mower is still in the area or section.
Project Control
The Contractor will carry out this project under the direction and control of the WCRC. In addition, the WCRC will meet, as needed, for the purpose of reviewing progress and providing necessary guidance. Frequent communication between the WCRC and Contractor is expected.

Multiple Contracts Awarded to the Same Vendor
If the Contractor is awarded more than one mowing contract in any one season, the Contractor shall demonstrate that sufficient resources are available to satisfy the requirements of this Contract. The Contractor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with the WCRC, the year of manufacture, manufacturer's name, model name, and serial number and any lease contracts, when applicable. This documentation must be furnished to WCRC prior to the Contract start date. The WCRC reserves the right to inspect the Contractor's equipment prior to this Contract start date and at any time throughout the duration of this Contract. The WCRC reserves the right to restrict the number of WCRC Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform Contract work within Contract time limits.

Maintaining Traffic
Traffic shall be maintained in accordance with Sections 104.11 and 812 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, and the 2005 Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede the traveling public. The Contractor shall not operate mowing equipment on the roadway or in a manner that requires crossing the roadway.

Lane closures will only be permitted with prior written approval from the Superintendent of Maintenance. Should any questions arise as to the propriety of the work activity by a law enforcement agency patrolling the roadway, the Superintendent of Maintenance should be contacted at (734) 761-1500, ext. 696.

A copy of the MDOT 2012 Standard Specifications for Construction and the revised 2005 MMUTCD can be obtained from the following:

   Financial Services Division
   Bureau of Finance
   Michigan Department of Transportation
   P. O. Box 30050
   Lansing, Michigan 48909

All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will be paid for separately.

Public Convenience and Safety
The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all
safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility or as directed by the WCRC, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

**Damages**

The Contractor shall, at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the Contract prior to completion and acceptance thereof. Any damage to property shall be resolved within thirty (30) days. Payment for work may be held up until damages to property are resolved.

The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the WCRC. Damage to traffic control devices (e.g. signs) shall be reported to the WCRC immediately. Damage to turf areas, desirable natural growth, shrubs and/or trees, creation of ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the Contractor through negligence shall be repaired to the satisfaction of the WCRC as further described below.

Turf damage repairs shall be made by the Contractor in accordance with Sections 816 and 917 of the MDOT 2012 Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the Contractor shall be replaced in kind according to Sections 815 and 917 of the MDOT 2012 Standard Specifications for Construction and as herein specified. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the WCRC, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

**Deletion of Work**

The WCRC may delete all or any portion of the Contract that cannot be completed in conformity with the progress schedule or a reasonable extension. The WCRC may also delete portions of the contract that show no need for mowing due to growing conditions. If the Contract is terminated, or a portion thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

**Work Approval**

During the period of mowing operations, the Contractor shall consult the WCRC for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.
Default
In addition to the cancellation provisions herein, this Contract may be terminated due to default if inspection by the WCRC reveals that the Contractor’s work results in non-compliance with this Contract.

The WCRC at the time of the first occurrence of noncompliance shall notify the Contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or specifications, the Contractor will be informed in writing of the corrective action required.

Should a second non-acceptable condition occur, subsequent to a previous written notification being filed, a written notice of termination will be sent to the Contractor.

Noncompliance includes but is not limited to:

1. Failure of the Contractor to mow the acres per day specified in the progress schedule submitted at the Pre-Maintenance Meeting and approved by the WCRC.
2. Failure of the Contractor to mow in accordance with any of the specifications defined herein.

Liquidated Damages
Failure to complete each mowing cycle as scheduled will result in assessment of liquidated damages on the Contractor per day for each calendar day that the work remains uncompleted in an amount as described in Table 108-1 of the MDOT 2012 Standard Specifications for Construction.

The WCRC reserves the right to bill the Contractor for any damages due to the default of the Contractor.

Coordinating Clause
Contracts for landscaping, weed spraying or other work, may be in progress during the time of this contract. Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The Contractor shall coordinate his/her work activities with existing or future work performed by WCRC or its contractors, through close coordination with the WCRC. Mowing dates may be adjusted through mutual agreement between the Contractor and WCRC when unusual conditions are experienced.

Subcontracting
No subcontracting will be allowed on this project.

Payment
No roadside mowing will be started without the authorization of the WCRC. Any work completed without authorization will not be paid for.

The Contractor will notify the WCRC upon completion of area or section so inspection can be made and logged.
The Contractor shall contact the Superintendent of Maintenance once each week to discuss the areas mowed the prior week and shall submit township maps highlighting roads completed during the past week, dated and signed by the contractor. These maps shall be included with the invoice by the Contractor prior to payment being issued.

Upon receipt of invoice and approval indicated in log, payment shall be made in accordance with the mileage and bid rate.

Mowing shall be paid in accordance with the terms of the purchase order which are net 30 days from the latter of the invoice date or the date the Superintendent of Maintenance certifies the invoice indicative of satisfactory completion of the mowing performed.

The Contractor shall furnish an invoice for services rendered for road centerline miles completed.

The original invoice shall be sent to:
   Washtenaw County Road Commission
   Attn: Ken Harris, Superintendent of Maintenance
   555 N. Zeeb Road
   Ann Arbor, MI  48103

The billing shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for addition, deletions, or changes in service. The WCRC shall pay the billed amount in accordance with the bid rate, and the payment terms specified in the purchase order.
ROADSIDE MOWING BID

Proposal for Roadside Mowing Services for certain county roads at various locations throughout Washtenaw County, Michigan.

*Washtenaw County Road Commission is not subject to the Federal Excise Tax or Michigan State Sales Tax. Do not include these items in the quotations.*

**Year One**
2018 Early Summer Mowing, Paved Primary & Local Roads (570.44 centerline miles)
$ _________________ Per Road Centerline Mile

2018 Mid- Summer Mowing, Unpaved Primary & Local Roads (724.60 centerline miles)
$ _________________ Per Road Centerline Mile

2018 Late Summer Mowing, Paved Primary & Local Roads (570.44 centerline miles)
$ _________________ Per Road Centerline Mile

2018 Optional Extra-Width Mowing
$ _________________ Per Road Centerline Mile

**Year Two**
2019 Early Summer Mowing, Paved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2019 Mid- Summer Mowing, Unpaved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2019 Late Summer Mowing, Paved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2019 Optional Extra-Width Mowing
$ _________________ Per Road Centerline Mile

**Year Three**
2020 Early Summer Mowing, Paved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2020 Mid- Summer Mowing, Unpaved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2020 Late Summer Mowing, Paved Primary & Local Roads
$ _________________ Per Road Centerline Mile

2020 Optional Extra-Width Mowing
$ _________________ Per Road Centerline Mile
Additional terms and/or remarks pertaining to this bid:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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 roadside mowing locations and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, tools, equipment and material necessary for the complete maintenance service of the above described project 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 Washtenaw, Michigan.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of this bid. By signing below you are indicating that you have read the entire document and agreed to the terms therein.

Company Name: ___________________________________________________________________

Printed Name of Bidder: ___________________________________________________________

Authorized Signature: _____________________________________________________________

Title: _______________________________________________________________________

Address: ______________________________________________________________________

_____________________________________________________________________________

Phone: _______________________________________________________________________

Fax: _______________________________________________________________________

Email: _______________________________________________________________________