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BOARD OF COUNTY ROAD COMMISSIONERS
555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG

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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., Wednesday, April 26, 2017 at which time they will be publicly opened and read for furnishing the following:

- GUARDRAIL CHEMICAL TREATMENT PROGRAM

A **mandatory pre-bid meeting** will be held for all prospective bidders at the Washtenaw County Road Commission Administrative Building located at 555 North Zeeb Road, Ann Arbor, Michigan, 48103 on Thursday, April 20, 2017 starting at 10:00 a.m. The pre-bid meeting will last approximately 30 minutes. **Prospective bidders unable to attend the mandatory pre-bid meeting will be ineligible to bid.**

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

Douglas E. Fuller
Chair

GUARDRAIL CHEMICAL TREATMENT PROGRAM

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., Monday, February 13, 2017 at which time they will be publicly opened and read for furnishing the following:

- Guardrail Chemical Treatment Program

INSTRUCTIONS TO BIDDERS:

A **mandatory pre-bid meeting** will be held for all prospective bidders at the Washtenaw County Road Commission Administrative Building located at 555 North Zeeb Road, Ann Arbor, Michigan, 48103 on Thursday, April 20, 2017 starting at 10:00 a.m. The pre-bid meeting will last approximately 30 minutes. **Prospective bidders unable to attend the mandatory pre-bid meeting will be ineligible to bid.**

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 Bid Bond, Cashier's Check or Bank Money Order of an open, solvent bank, in the amount of not less than 5% of the total bid price, payable to the Washtenaw County Road Commission as a guarantee of good faith, is to accompany each proposal. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the Board of Washtenaw County Road Commissioners within 15 days after being furnished with the necessary contract and bid forms, said Bid Deposit shall be forfeited to the Board of Washtenaw County Road Commissioners as liquidated damages. It is understood that the Bid Deposit of the bidder awarded the project will not be returned until the contract has been executed and that the proposal guarantees of all except the successful bidder will be returned promptly. 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 lineal foot 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 Adam L. Lape, Assistant Superintendent of Maintenance at the WCRC. Phone: (734) 761-1500, ext. 697 or by email at lapea@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 Michigan Department of Agriculture certified and licensed professional, fully capable financially and as regards to experience and qualifications to perform and complete the application of EPA approved herbicides. **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.

Renewal Options (per calendar year)

This contract is for the calendar year 2017. However, the Washtenaw County Road Commission will consider proposals for additional years through 2019. Necessary bid forms are included in this proposal. The Road Commission reserves the right to renew the contract for additional one year periods providing:

- A. Pricing, terms and conditions of the first contract remain in effect for the additional renewal periods, with the exception of total guardrail length changing due to new construction, upgrades, or removals.
- B. Both parties have mutually agreed to the renewal.

Living Wage Rates

The WCRC has passed a Living Wage Regulation that requires employers who provide services to the Road Commission and the public to pay their employees under that contract, a minimum of either \$12.93 per hour with benefits or \$14.43 per hour without benefits. The Contractor agrees to comply with this ordinance in paying its employees. The Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made before April 30, 2017 and annually thereafter which amount shall be automatically incorporated into this contract. The Road Commission agrees to give the Contractor two (2) weeks' notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees. Certified payroll records covering the Contractor's and all Subcontractors' workforces shall be completed, and submitted to the Assistant Superintendent of Maintenance.

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 without 30 days advance written notice to WCRC, by certified mail, first-class, return receipt requested.

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 pre-maintenance meeting with the successful bidder and the Assistant Superintendent of Maintenance will be held annually 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 and for the WCRC to provide maps of specific roads to be treated prior to commencing the Guardrail Chemical Treatment Program.

- 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 roadside brush control operation in an approved safe, workmanlike manner without hindrance, delay or undue damage to the roadside.
- B. Schedule of operations - personnel and hours.
- C. Name(s) of supervisors and 24 hour contact telephone numbers.
- D. Safety Program
- E. Proof of Insurance as defined herein.
- F. Proof of regulatory licensure to perform the Guardrail Chemical Treatment Program

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

Guardrail chemical treatment program services as described herein will be bid for treatment for 2017. The bidder shall bid per lineal foot of guardrail as specified.

The scope of this work covers a single chemical treatment to accomplish at least 90% control/elimination of weeds and grass within the treated areas for approximately 172,117 lineal feet of guardrail along certain county primary and local roads located in specific townships in Washtenaw County, Michigan for 2017.

Materials to be used: 7 ounces Esplande, 1 pint Method, 1 quart Habitat, 2 quarts Round-Up, 1 quart Nu-Film, 1 quart Improve (surfactant) mixed to 100 gallons per acre. Contractor shall furnish a current label and Material Safety Data Sheets (MSDS's) / Safety Data Sheets (SDS's) for these products.

Rate of application: 100 gallons sprayed per acre.

Time of application: The application shall start no earlier than April 1st and prior to May 31st or as approved by WCRC. A minimum of 10 days notice shall be given to the WCRC in advance of beginning operations.

Area to be sprayed: A 3 foot swath, centered on the guardrail.

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 guardrail chemical treatment program 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.

All equipment shall meet all federal, state and local safety requirements. 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.

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 Assistant 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 all labor, equipment and materials necessary to perform the

guardrail chemical treatment program in an approved safe, workmanlike manner without hindrance or delay to the traveling public, or undue 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 chemical treatment operations shall be done with the flow of traffic.

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 chemical treatment contract in any one season, the Contractor shall demonstrate that sufficient resources are available to satisfy the requirements of this Contract.

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 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All chemical treatment operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede the traveling public.

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 Assistant 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 2011 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 bear full responsibility and liability for any resulting off-target damage. 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 chemical treatment. 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 chemical treatment, 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 treat the guardrail areas specified in the progress schedule submitted at the Pre-Maintenance Meeting and approved by the WCRC.
2. Failure of the Contractor to treat the guardrail areas in accordance with any of the specifications defined herein.

Liquidated Damages

Failure to complete the chemical treatment and achieve at least 90% control/elimination of all weed and grass growth within the specified guardrail areas 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.

Subcontracting

No subcontracting will be allowed on this project.

Payment

Payment will be based on verified lineal feet of guardrail treated and at least 90% control/elimination of weed and grass growth within the treated areas, guaranteeing season-long control. No guardrail chemical treatment 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 Assistant Superintendent of Maintenance once each week to discuss the areas treated the prior week and shall submit township maps highlighting guardrails locations treated 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.

Guardrail chemical treatment 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 Assistant Superintendent of Maintenance certifies the invoice indicative of satisfactory completion of the treatment performed.

The Contractor shall furnish an invoice for services rendered for lineal feet of guardrail treated.

The original invoice shall be sent to:

Washtenaw County Road Commission
Attn: Adam Lape, Assistant 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.

BID SHEET

**GUARDRAIL CHEMICAL TREATMENT
2017**

The Contractor agrees to complete the guardrail chemical treatment along certain local and primary roads, in accordance with the requirements and specifications described in this Invitation to Bid.

Estimated total lineal distance of guardrail to be treated in 2017 is 172,117 lineal feet.

Total bid \$ _____

Notes 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 guardrail weed & grass control herbicide program 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 form 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.

CONTRACTOR COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

TELEPHONE: _____ EMAIL: _____

SIGNED & DATED: _____

**GUARDRAIL CHEMICAL TREATMENT
2018**

The Contractor agrees to complete the guardrail chemical treatment along certain local and primary roads, in accordance with the requirements and specifications described in this Invitation to Bid.

Estimated total lineal distance of guardrail to be treated in 2018 is 172,117 lineal feet.

Total bid \$ _____

Notes 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 guardrail weed & grass control herbicide program 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 form 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.

CONTRACTOR COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

TELEPHONE: _____ EMAIL: _____

SIGNED & DATED: _____

BID SHEET

**GUARDRAIL CHEMICAL TREATMENT
2019**

The Contractor agrees to complete the guardrail chemical treatment along certain local and primary roads, in accordance with the requirements and specifications described in this Invitation to Bid.

Estimated total lineal distance of guardrail to be treated in 2019 is 172,117 lineal feet.

Total bid \$ _____

Notes 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 guardrail weed & grass control herbicide program 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 form 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.

CONTRACTOR COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

TELEPHONE: _____ EMAIL: _____

SIGNED & DATED: _____