

NAME OF CONTRACTOR \_\_\_\_\_

PROPOSAL AND SPECIFICATIONS

FOR

HIGHWAY MAINTENANCE

2018 ROADSIDE MOWING PROGRAM

Antioch Twp  
Boon Twp  
Cedar Creek Twp  
Cherry Grove Twp  
Clam Lake Twp  
Colfax Twp  
Hanover Twp  
Haring Twp  
Henderson Twp  
Greenwood Twp  
Liberty Twp  
Selma Twp  
Slagle Twp  
Springville Twp  
South Branch Twp  
Wexford Twp

April 4, 2018

BOARD OF COUNTY ROAD COMMISSIONERS  
OF WEXFORD COUNTY, MICHIGAN  
85 West M-115, Boon, MI 49618

WEXFORD COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

ROADSIDE MOWING

Sealed bids will be received by the Wexford County Road Commission at their office at 85 West M-115 Boon, Michigan until 2 P.M., E.S.T., Tuesday, April 24, 2018, and at such time be publicly opened and read aloud for the following:

- 1) Roadside Mowing in Various Townships in Wexford County for 2018.

Complete specifications and bid forms are available at the Road Commission office and the Road Commission website [www.wexfordcrc.org](http://www.wexfordcrc.org) under the Bids link.

All bids must be submitted on forms furnished by the Road Commission and sealed in envelopes with the name and address of the bidder, and the item bid upon clearly marked thereon.

The Commission reserves the right to reject any or all bids, to waive minor technicalities, and to accept the bid that is deemed to be in the best interest of Wexford County Road Commission.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF WEXFORD COUNTY, MICHIGAN

Lorne Haase, Chairman

## **BID and AWARD**

Date \_\_\_\_\_

Board of County Road Commissioners of Wexford County  
85 West M-115  
Boon, MI 49618

Gentlemen:

The undersigned has examined the plans, specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete work in strict accordance with the plans and specifications therefor.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefor to be made on the basis agreed upon before such extra work is begun.

### **THE CONTRACT**

The Contract Documents consist of the bid documents, this Agreement, Conditions of the Contract (General, Supplementary, Special and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

**The term of this contract is for the mowing seasons of 2018. This contract may also be extended for additional one year periods upon mutual agreement of both parties and availability of funds.**

WEXFORD COUNTY ROAD COMMISSION  
BOON, MICHIGAN

ITEMIZED UNIT PRICE BID SCHEDULE

**Description of Work**

The contractor SHALL bid on entire program. Mowing one swath wide EACH SIDE per centerline mile shown on map attachment. Basic idea is mowing all primary roads and local paved roads not including subdivisions. Some gravel roads with sufficient shoulders near paved roads shall be mowed as marked on map.

**Antioch Township** Centerline Miles of Public Roadway:

Primary = 9.67 Centerline Miles  
Local = 0.25 Centerline Miles

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**Boon Township** Centerline Miles of Public Roadway:

Primary = 14.17 Centerline Miles  
Local = 3.0 Centerline Miles

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**Cedar Creek Township** Centerline Miles of Public Roadway:

Primary = 5.19 Centerline Miles  
Local = 13.65 Centerline Miles

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**Cherry Grove Township** Centerline Miles of Public Roadway:

Primary = 9.22 Centerline Miles  
Local = 7.66 Centerline Miles

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**Clam Lake Township** Centerline Miles of Public Roadway:

Primary = 14.66 Centerline Miles  
Local = 20.47 Centerline Miles

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**Colfax Township** Centerline Miles of Public Roadway:

Primary = 14.53 Centerline Miles  
Local = 2.39 Centerline Miles

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**Greenwood Township** Centerline Miles of Public Roadway:

Primary = 13.6 Centerline Miles  
Local = 0.0 Centerline Miles

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**Hanover Township** Centerline Miles of Public Roadway:

Primary = 4.95 Centerline Miles  
Local = 3.74 Centerline Miles

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**Haring Township** Centerline Miles of Public Roadway:

Primary = 13.69 Centerline Miles  
Local = 11.35 Centerline Miles

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**Henderson Township** Centerline Miles of Public Roadway:

Primary = 9.51 Centerline Miles  
Local = 0 Centerline Miles

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**Liberty Township** Centerline Miles of Public Roadway:

Primary = 6.50 Centerline Miles  
Local = 10.63 Centerline Miles

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**Selma Township** Centerline Miles of Public Roadway:

Primary = 22.72 Centerline Miles  
Local = 11 Centerline Miles

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**Slagle Township** Centerline Miles of Public Roadway:

Primary = 8.85 Centerline Miles  
Local = 1.0 Centerline Miles

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**South Branch Township** Centerline Miles of Public Roadway:

Primary = 16.40 Centerline Miles  
Local = 1.35 Centerline Miles

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**Springville Township Centerline Miles of Public Roadway:**

Primary = 7.64 Centerline Miles  
Local = 8.22 Centerline Miles

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**Wexford Township Centerline Miles of Public Roadway:**

Primary = 13.44 Centerline Miles  
Local = 1.0 Centerline Miles

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**Bid Form**

**Total County Miles**

Primary = 184.74 Centerline Miles  
Local = 95.71 Centerline Miles

Total Miles	Cost per centerline mile	Total Cost
280.45 Miles	_____ \$ per CL Mile	\$ _____

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any change from this list shall be permitted only with the consent of the Board of County Road Commissioners of Wexford County.  
**LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE.**

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I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the Board of County Road Commissioners of Wexford County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the Board of County Road Commissioners of Wexford County that would tend to destroy or hinder free competition.

In case the bidder is a co-partnership, each member must sign this proposal.

In case the bidder is a Corporation, this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be

attached hereto.

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Street Address)

(City)

(State)

(Zip)

**FOR COUNTY USE ONLY - DO NOT WRITE BELOW**

ACCEPTED BY: BOARD OF COUNTY ROAD COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

## SPECIFICATIONS FOR ROADSIDE MOWING

The bid unit is per centerline mile of mowing.

A single swath will require mowing a minimum of 5' from the edge of pavement or the outside edge of the shoulder, depending on where full growth begins.

Vegetation shall be cut 4" above ground level to avoid stones and debris. A penalty may be assessed if the cut is higher. A penalty may be assessed if the vegetation is not cut cleanly. **All vegetation up to 1 1/2" in diameter will be mowed within these specified widths.**

Intersections shall be mowed a minimum of 150' each side, each way, and a minimum of 10' wide to provide an improved clear vision. This extra width mowing is incidental to the single swath unit price per mile.

It is intended that if the contractor is mowing a road that is intersected by a road that will not be mowed, that he will mow around the corner for a distance of 150' down and back. This operation will be considered a part of regular roadside mowing.

The contractor will be required to trim within 12", full width both sides, of all obstructions such as street signs, traffic control signs (see diagram for traffic and street name sign requirement) delineators, guard posts, utility poles, bridge abutments, mailboxes, etc. that may be within the designated mowing area. Mowing is not required directly under or behind guardrail. (See Figure 1 attached.)

Bidders should personally investigate field conditions. Failure on the part of the bidder to investigate or inspect will not be grounds for additional compensation.

The successful bidder shall have a competent person in responsible charge of his operation at all times. The bidder or his agent shall meet with the Commission's Superintendent weekly to determine pay quantities and to insure that all work is being satisfactorily performed.

Bidders must certify to the Commission that they possess sufficient equipment to successfully fulfill their contractual obligations. All contractors equipment must meet all applicable warning standards necessary to alert motorists to the mowing operation. The order in which roads are mowed will be at the direction of the county.

All roads will be mowed once. The contractor should be prepared to begin the first mowing approximately June 1 and complete it by July 15.

Starting and completion times are only approximate and will be adjusted to adapt to seasonal variations. The contractor and the Road Commission's superintendent will meet to arrive at a mutually acceptable schedule and time table for mowing. The contractor should be prepared to start or stop mowing operations within five days of notification by the Commission.

The bid prices are to remain firm through November 30, 2018.



The quantities shown are estimated only and actual payment will be based on actual units mowed.

Upon mutual agreement of the contractor and the county, additional roadsides will be mowed at the same unit prices.

The contractor shall furnish proof of insurance of the following types and in the following amounts:

Workers Compensation - as set by state statute

Personal injury liability - \$1,000,000

Property damage and public liability - \$1,000,000 with Wexford County Road Commission and The Board of County Road Commissioners of Wexford County named additional insured.

The Contractor shall furnish a list of the equipment to be used in the prosecution of this contract, and allow the road commission to inspect same, prior to contract award, should we desire.

WEXFORD COUNTY ROAD COMMISSION  
BOON, MICHIGAN

GENERAL SPECIFICATIONS

RESPONSIBILITIES OF CONTRACTOR

A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor shall be solely responsible for all construction under this contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of Contractor's ability, and give it all attention necessary for such proper supervision and direction.

B. Discipline and Employment. Contractor shall maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents.

D. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.

E. Compliance with Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

F. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence or omissions of all of Contractor's employees on the project, for those of Contractor's subcontractors and their employees, and for those of all other persons doing work under a contract with Contractor.

G. Responsibility for Safety. Unless otherwise stated herein, at Contractor's expense, Contractor shall take all necessary precautions (including, without limitation, the furnishing of traffic control, barricades, traffic control devices, flaggers, warning lights, signs, warning signs, safety channels, channelization devices, guards, fences, walks, flags, cables and lights) for the safety of, and the prevention of injury, loss and damage to, persons and property (including, without limitation, in the term persons, members of the public, employees and agents of the Board of County Road Commissioners of Wexford County, Contractor's employees, Contractor's subcontractors and their respective employees, other contractors, their subcontractors and respective employees) on, about or adjacent to the location where the work is being performed, and shall comply with all applicable

provisions of safety rules, ordinances, codes, regulations, and orders of duly-constituted public  
RESPONSIBILITIES OF CONTRACTOR (con't)

authorities including, but not limited to, the Michigan Manual of Uniform Traffic Control Devices.

H. Responsibility of Subcontractors. The Contractor shall require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitation, the RESPONSIBILITIES OF THE CONTRACTOR, shall be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

### INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless The Board of County Road Commissioners of Wexford County, its officers, employees, representatives and agents from and against any and all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses and expenses, including attorney fees, interest, and court costs, which are made, brought or recovered against the Board of County Road Commissioners of Wexford County, arising out of or resulting from performance of the Contractor's work under this Contract, provided that such claims, damages, losses, demands, payments, suits, actions, recoveries, judgments and/or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only if caused in whole or in part, by the act, omission, fault, negligence or breach of the conditions of this Contract by negligent acts or omissions of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor shall not, however, be obligated to indemnify the Board of County Road Commissioners of Wexford County, for any damage or injuries caused by or resulting from the sole negligence of the Board of County Road Commissioners of Wexford County. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this paragraph.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### INSURANCE

A. Contractor's Insurance. Prior to start of the Contractor's work, the Contractor shall procure for the Contractor's work and maintain in force until the completion of the work, workers' compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents.

INSURANCE (Con't)

The Board of County Road Commissioners of Wexford County shall be named as an additional insured on each of these policies except for worker's compensation.

The insurance shall include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

B. Minimum Limits of Liability. The Contractor's comprehensive general and automobile liability insurance as required herein, shall be written with limits of liability not less than the following:

a. Comprehensive general liability including completed operations

(1) \$ 1,000,000 each occurrence

b. Property damage

(1) \$ 1,000,000 each occurrence

C. Number of Policies. Comprehensive general liability insurance and other liability insurance may be arranged under a single policy for the full limit required or by combination of underlying policies with the balance provided by an excess or umbrella liability policy.

D. Cancellation, Renewal or Modification. The Contractor shall maintain in effect all insurance coverage required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the Board of County Road Commissioners of Wexford County.

All insurance policies shall contain a provision that the coverage afforded thereunder shall not be cancelled or not renewed nor restrictive modifications added at any time after a certificate of insurance required under agreement has been issued and before the work; as defined herein, has been completed, until at least thirty (30) days prior thereto written notice has been given to the Board of County Road Commissioners of Wexford County unless otherwise specifically required in the Contract Documents.

Certificates of insurance or certified copies of policies acceptable to the Board of County Road Commissioners of Wexford County shall be filed with the Board of County Road Commissioners of Wexford County prior to the commencement of the Contractor's work.

In the event that the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Board of County Road Commissioners of Wexford County may:

1. Purchase such coverage and charge the expense thereof to the Contractor, and
2. Withhold from any payment due or to become due to the Contractor an amount sufficient to protect the Board of County Road Commissioners of Wexford County from such claims, damages, demands, payments, suits, actions, recoveries, judgments, losses and expenses, including attorney fees, interest and court costs, and

### 3. Terminate this agreement.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Wexford County's compliance therewith, shall relieve the Contractor from its obligations under the Contract to purchase and maintain required insurance or to indemnify the Board of County Road Commissioners of Wexford County.

#### PROGRESS CLAUSE

The successful bidder shall be required to submit a Progress Schedule, giving an outline of his proposed order of work and to indicate the dates for completion of the work. This outline, when approved by the Road Commission, will become a part of the contract.

#### PROSECUTION OF THE WORK

The Contractor shall begin the work within five (5) days after being notified by the Road Commission of the award of the contract, unless this is inconsistent with the Progress Schedule, in which case the Progress Schedule shall govern. He shall prosecute the work in the order given in the Progress Schedule, with force and equipment adequate to complete the sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the Progress Schedule, or if it appears at any time that such work is not being prosecuted in such a manner as to insure its completion within time specified, the Road Commission shall have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission shall deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Road Commission may place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the equipment as in its judgment is reasonable, and for such time as the equipment are in service.