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85 WEST HIGHWAY M-115
BOON, MICHIGAN 49618
PHONE 231-775-9731
WWW.WEXFORDCRC.ORG

WEXFORD COUNTY ROAD COMMISSION

OUR MISSION IS TO IMPROVE AND MAINTAIN A SAFE AND EFFICIENT ROAD SYSTEM

March 19, 2024

NOTICE TO BIDDERS

Bids will be taken at the office of the Wexford County Road Commission, 85 West Highway M-115, Boon, Michigan 49618 on Monday, April 8, 2024, at 2:00 p.m. for maintenance of seven (7) roadside parks. The bid award will be subject to funding by MDOT. Five (5) parks are in Wexford County and two (2) are within 8 miles of Wexford County. The work consists of furnishing all labor, and specified equipment for janitorial cleaning of buildings, ground litter pickup, trash removal & disposal on **Fridays, Saturdays, Sundays, Holidays**, and/or as directed by the Wexford County Road Commission. Parks will consist of #1 Coleman, #2 Hamill, #3 Lookout, #4 Woodward Lake, #5 Lake Mitchell and #6 Betty Walker, #7 Charles Brown.

Additional specifications are available at the Road Commission office.

The Wexford 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, 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.

The Board reserves the right to reject any or all bids, waive any defect in the bids and make awards in any manner deemed in the best interest of the Wexford County Road Commission.

Wexford County Road Commission

Harry Hagstrom, Chairman
Harold Falan, Vice-Chairman
Dean Jurik, Commissioner
Jim Leggett, Commissioner
Robert Hilty, Commissioner

**SPECIFICATIONS FOR CONTRACT OF
MAINTENANCE OF M.D.O.T. ROADSIDE PARKS**

It is the intent of the Wexford County Road Commission (WCRC) to contract for services, **for a 1-year time period**, to maintain the specified Michigan Department of Transportation (MDOT) parks according to the following specifications.

I. QUALIFICATIONS OF BIDDERS

The successful bidder on this contract shall attend a meeting at a time and location to be determined. Contact: Karl F. Hanson, Wexford County Road Commission, (231)775-9731, ext. 3039.

II. DESCRIPTION

The work consists of furnishing all labor, and specified equipment for janitorial cleaning of buildings, grounds litter pickup, trash removal & disposal on **Fridays, Saturdays, Sundays, Holidays**, and/or as directed by the Wexford County Road Commission (schedule could vary due to use/season).

III. CONTRACT PERIOD

The work is scheduled to begin on or about Memorial Day weekend and expire on or about Labor Day weekend.

IV. LOCATIONS

- | | |
|--|---|
| 1. Coleman - Wexford County | -Three miles northwest of Mesick, on M-115.
Eight (8) tables, toilet facilities, trash cans. |
| 2. Hamill - Wexford County | -Immediately north of the Manistee River on US-131.
Six (6) tables, toilet facilities, trash cans. |
| 3. Lookout - Wexford County | -Two miles southwest of Mesick on M-37.
Four (4) tables and toilet facilities, trash cans. |
| 4. Woodward Lake - Wexford County | -Six miles northwest of Cadillac on M-115.
Five (5) tables, no toilet facilities, trash cans. |
| 5. Lake Mitchell - Wexford County | -One mile west of Cadillac on M-55 at Lake Mitchell.
Two (2) tables, no toilet facilities, trash cans. |
| 6. Betty Walker Scenic Overlook
Osceola County | -Approximately three miles south of the Wexford County Line on
Southbound US-131.
Tables and toilet facilities, trash cans. |
| 7. Charles Brown (Fife Lake) Park
Kalkaska County | -Approximately eight miles north of Hamill Park on US-131 in
Tables and toilet facilities, trash cans. |

V. BID ITEM

Cost per day to provide necessary maintenance coverage, each weekend and holiday. Work to include: clean and re-supply materials for toilet buildings, clean map cases and well shelters, pickup and disposal of garbage from trash receptacles, and litter removal/disposal from grounds and parking areas.

VI. GENERAL SPECIFICATIONS AND CONDITIONS

1. INSPECTION OF LOCATIONS - Before submitting a bid, bidders shall be held to have examined the locations specified herein where the work is to be performed and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowance shall be made in this connection on behalf of the bidder and/or contractor for any negligence on their part.
2. INSURANCE REQUIREMENTS - See attached terms and conditions.
3. AWARD CRITERIA
 - A. Responsiveness to bid
 - B. Cost
 - C. Type and condition of equipment to be used in performing contract.
4. AWARD - Upon notification of contract award by the WCRC, the contractor shall submit to the WCRC all required insurance certificates copies to the WCRC designated representative, and other documentation as may be requested or required hereunder. Bid number must be included on Certificate of Insurance. Upon their receipt and subsequent approval, the WCRC will forward to the contractor a written notice to proceed and an executed copy of the contract. Work shall NOT be started until such notice to proceed is received by the contractor and a pre-maintenance meeting, if determined necessary by WCRC, is held.
5. PRE-MAINTENANCE MEETING
If determined necessary by WCRC, prior to starting any work on the contract, a meeting will be called by WCRC or MDOT to discuss contract provisions. The contractor's designated supervisor shall be identified at this meeting. A walk around the park grounds by the contractor, MDOT and WCRC representatives shall take place. Contractor is required to identify any existing damages to buildings at this time.
6. CONTRACT ADMINISTRATOR
The WCRC Manager, or his designated representative, shall be the contract administrator herein referred to as the administrator. The administrator or his representative will inspect work items, audit billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
Administrator: Karl Hanson or Annie Strom; Phone Number (231)775-9731
7. PAYMENT
 - A. All contractor work shall be accomplished per specifications herein to the satisfaction of the WCRC designated representative prior to payment for services.

B. The contractor shall furnish an invoice for services rendered every month for their labor and equipment. Said invoice shall be sent to:

Wexford County Road Commission
85 W. M-115
Boon, MI 49618
finance@wexfordcrc.org

The billing shall reference the appropriate purchase contract number and shall contain, if applicable, adjustments for additions, deletions, or change in service. WCRC will pay the amount monthly in accordance with the bid rate.

C. Payment will be withheld if all work is not done in accordance with specifications, until corrected.

8. CONTRACTOR STATUS

The contractor and his/her employees at all times shall be considered as independent contractors and not as WCRC or MDOT employees. As an independent contractor, the contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT or WCRC.

The contractor shall exercise all supervisory control and general control over all day-to-day operations of payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed, including hiring and termination.

9. CANCELLATION OPTION

The WCRC reserves the right to cancel the contract by giving thirty (30) days written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be cancelled without notice.

The contractor may cancel the contract by giving WCRC thirty (30) days written notice of such intention.

All notices are effective upon date of mailing.

10. DEFAULT

A. Non-acceptable conditions - Should a daily inspection by the administrator's representative reveal that the contractor's work results in any non-acceptable maintenance condition:

1. The sub-contract administrator at the time of the first circumstance shall call for a meeting with the contractor to review the condition.
2. Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.
3. Should a third non-acceptable condition develop, a written notice of termination will be sent to the contractor.

In the event of such termination, WCRC may deem appropriate to perform services similar to those so terminated. The contractor shall be liable to the MDOT for any excess costs for such services. The contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

11. CHANGES AND/OR CONTRACT MODIFICATIONS

The WCRC reserves the right to increase or decrease services, or to make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a pro-rated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence.

Changes of any nature after the award, which reflects an increase or decrease in requirements of costs, shall require a written advice of change to be issued by WCRC. SUCH CHANGES, IF PERFORMED IN ADVANCE OF WCRC APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

12. QUESTIONS

Questions relative to this bid shall be submitted in writing and addressed to Wexford County Road Commission, 85 W. M-115, Boon, Michigan 49618, or finance@wexfordcrc.org.

13. LAWS, ORDINANCES AND REGULATIONS

The contractor shall keep himself/herself fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

14. PERMITS AND LICENSES

Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor.

15. INDUSTRY RULES AND CODES

All work done in compliance with the applicable rules of the industry, which shall be considered as included in these specifications, shall comply with all local and state codes, and be approved by MDOT prior to use.

16. PROTECTION OF PROPERTY

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the areas where work is being performed.

17. DAMAGES

All property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Contractor shall be billed for all costs related to damages caused by his/her operation.

18. EQUIPMENT AND MATERIALS, INSPECTION AND LIABILITY

The administrator shall have the right to inspect all equipment and materials which are to be used in carrying out the terms of this contract. Any such equipment or materials which do not comply with local, state, and federal codes or with this contract may be rejected by WCRC.

19. SAFETY EQUIPMENT, PROPER CLOTHING AND APPEARANCE

All personnel working on the grounds shall be responsible for wearing safety equipment as per M.I.O.S.H.A. requirements. Proper clothing such as shirts, long pants, eye protection, and work boots shall be worn at all times. All personnel shall maintain a clean and neat appearance.

20. ACCIDENTS

Any accidents on the premises shall be reported immediately to the contract administrator or his representative at the following number: (231)775-9731.

21. SUBCONTRACTING

No subcontracting will be allowed on this project.

VII. SCOPE OF WORK AND SEPARATION OF RESPONSIBILITIES

1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as a part of the work even though not particularly specified or indicated.

The contractor's responsibility is to always protect the Department's property and to use only such materials and treatments as will enhance the appearance of the grounds.

THE USE OF PESTICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS CONTRACT.

No equipment, materials or supplies may be stored on MDOT property.

No attendant vehicles will be allowed on the lawn.

No advertising depicting the contractor's business may be displayed at the roadside park.

2. CONTRACTOR TO FURNISH

A. All transportation.

B. Janitorial cleaning of buildings and grounds, and litter pickup.

C. Refuse Pickup and Disposal

WCRC will direct the location of all trash cans. WCRC will provide 55- or 30-gallon trash containers in the picnic areas of each park and provide trash container liners. Contractor to empty each container daily, and haul and dispose of refuse as directed by the WCRC. A dumpster will be provided for the disposal of refuse on the WCRC premises.

Full trash bags may not be kept in the park for more than 24 hours.

D. Spot Painting

Paint or stain supplied by WCRC may be needed to cover graffiti on buildings. Contractor is responsible for applying the paint or stain in a timely, professional manner. Contractor shall post signs warning visitors of wet paint or stain.

3. MDOT AND/OR WCRC TO FURNISH

A. All supplies used by the public and materials necessary for cleaning. Supplies shall include, but are not restricted to: Sanitizer, toilet tissue, vandalism remover, detergent disinfectants, scrub brushes, buckets, insect spray, plastic 55 gallon and/or 30 gallon barrel liners.

B. Repairs and Maintenance of:

Building structures and fixtures. Contractor shall notify WCRC immediately of needed repairs and/or replacements.

Water pump.

Trees & plants, placement, planting, trimming or removal.

Fences - including rustic type within grounds.

Septic - tank pumping.

Lawn fertilization and weed control.

Picnic tables such as refinishing, repair and removal.

Trash cans.

C. Chemicals and Stains

Stains for graffiti covering shall be supplied by WCRC. The contractor is responsible for picking up stain or paint and applying it in a professional manner.

VIII. TECHNICAL SPECIFICATIONS

1. TOILET BUILDING - DAILY (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue **prior to 10:00 a.m.**) Having adequate personnel and meeting the time requirements in each park is critical. Failure to comply with the 10:00 a.m. time schedule may result in cancellation of the contract.

- A. Close building to public.
- B. Wear latex gloves.
- C. Clean cobwebs from inside and outside of building.
- D. Spray to control insects when needed.
- E. Sweep the floor.
- F. Either remove or cover toilet paper to keep dry during cleanup.
- G. Wash inside walls with detergent-disinfectant.
- H. Clean and disinfect toilet seat, lid, and stainless steel flange with detergent disinfectant. Apply solution liberally, allow to dwell 5 minutes.
- I. Rinse walls, toilet lid, toilet seat, and flange with clean rinse water.
- J. Mop floor with detergent-disinfectant.
- K. Cover writing on walls with stain or paint provided by WCRC.
- L. Resupply toilet paper.
- M. Report any damages or problems to WCRC contract administrator.

2. GROUNDS - DAILY

- A. Pick up litter including animal droppings from grounds and parking area.
- B. Empty trash barrels and remove contents.
- C. Replace plastic bag-barrel liners.
- D. Remove/dispose of ashes and cleanup picnic grills, concrete slabs, wipe off picnic tables with detergent-disinfectant and rinse.

3. MAP CASE - DAILY

- A. Clean plexiglass with soap and water only - do not scratch plexiglass.
- B. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
- C. Remove cobwebs in and around structure.
- D. Sweep concrete around display structure.
- E. Remove graffiti on stained surfaces.

4. WELL SHELTERS - DAILY

- A. Clean the hand pump.
- B. Clean concrete slab and pump base.
- C. Remove cobwebs from wood structure.
- D. Remove graffiti from stained surfaces.

BID ITEM:

The completed work will be paid for at the contract unit price for the following contract items which shall be payment in full for all labor, equipment, and materials required to satisfactorily complete the work as described herein each year.

_____ dollars/day

Mutual Extension Clause:

These bids, by mutual agreement of both parties, may be extended for additional one-year periods, each year hereafter.

METHOD OF PAYMENT

The contractor shall furnish an invoice for services rendered for each month for their labor and equipment.

It shall be sent to:

Wexford County Road Commission

85 W. M-115

Boon, Michigan 49618

finance@wexfordcrc.org

The billing shall reference the appropriate contract number and shall contain, if applicable, adjustments for additions, deletions, or change in service. WCRC will pay the billed amount monthly in accordance with the bid rate. Initial payment may be delayed due to processing requirements.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the State of Michigan, its agents and employees, and the Wexford County Road Commission and its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and/or services required by this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death; or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees, or the Wexford County Road Commission or any of its agents or employees, by any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

The obligations of the Contractor under this Indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees, or the Wexford County Road Commission, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, or the Wexford County Road Commission, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

CONTRACTOR'S LIABILITY INSURANCE

1. The contractor shall list the State of Michigan, its officers, agents, and employees, departments and commissions, and the Wexford County Road Commission, its officers, agents, commissioners and employees, as ADDITIONAL INSURED ON ALL LIABILITY POLICIES REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT.
2. Such insurance shall consist of:
 - A. Coverage should include Comprehensive General Liability, or Commercial General Liability; including Contractual Liability; XCU coverage where applicable; Automotive Liability where applicable; and Products and Completed Operations Liability where applicable.
 - B. Amounts: These are:
 - 1) Workers' Compensation - Statutory coverage
 - 2) Bodily Injury/Property Damage (CSL) - \$500,000 each occurrence/\$1,000,000 annual aggregate.
 - 3) Automobile Liability - where applicable; \$100,000/each, \$300,000/accident.
3. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.

4. Should the policy be canceled or expire, all activities, authorized by the contractor, shall cease and the authority to continue operating within the right-of-way is deemed of no effect pending reinstatement of such policy in conformity with the above.

5. Certificate of Proof of Insurance, the Accord form, identifying MDOT and WCRC as the certificate holder, with the above specified coverage, must be submitted within 10 days of notification of award.

Note: Notice of material change or cancellation SHALL be provided to the certificate Holder. Producers Disclaimer regarding failure to notify MDOT and WCRC of cancellation shall not relieve producer of any liability therein.

CANCELLATION OF CONTRACT

CANCELLATION OF THE CONTRACT by the State or WCRC may be for a) default by the contractor or b) lack of further need for the service or commodity at the location(s) named on the contract. Default is defined as the failure of the contractor to fulfill the obligations of his/her quotation, contract, or purchase order. In case of default by the contractor, the State or WCRC may cancel the contract or purchase order immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the State or WCRC no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the State or WCRC may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

ACKNOWLEDGMENT

I acknowledge that I have thoroughly read all the pages (1 through 10) of this document, that I have filled in the bid item amounts on page 8, and that if awarded the contract, I will fully comply with all the provision, terms, and conditions contained herein.

Company Name	Signature & Title
Mailing Address	City, State & Zip Code