

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



***PROPOSAL AND SPECIFICATIONS  
FOR  
GUARDRAIL SPRAYING***

***MARCH 2, 2022***

ALLEGAN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

PRIMARY AND LOCAL ROAD GUARDRAIL SPRAYING

Sealed bids will be received by the Allegan County Road Commission at their office at 1308 Lincoln Road (M-89), Allegan, Michigan until 11:00 A.M., Local Time, March 2, 2022, and, at such time, be publicly opened and read aloud for the following:

PRIMARY AND LOCAL ROAD GUARDRAIL SPRAYING – Chemical spraying around guardrail for vegetation control on various primary and local roads in Allegan County.

Complete specifications and bid forms are available at the Road Commission office and the Road Commission website [www.alleganroads.org](http://www.alleganroads.org) under the Projects link. When accessing plans from the website, please send an email to [jlemaire@alleganroads.org](mailto:jlemaire@alleganroads.org) to be added to the plan holders list.

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.

A bid deposit of at least 5% of the bid amount will be required for this item. The bid deposit may be in the form of certified check, cashier's check or bid bond.

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 the County of Allegan.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF ALLEGAN COUNTY, MICHIGAN

John Kleinheksel, Chairman  
James Rybicki, Vice-Chairman  
Larry Brown, Commissioner

## BID and AWARD

Board of County Road Commissioners  
Of Allegan County  
1308 Lincoln Road  
Allegan, MI 49010

Date \_\_\_\_\_

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 and locations shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposed 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 therefore.

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

The undersigned agrees to begin operations no earlier than **May 16, 2022** and to complete all items of work on or before **July 1, 2022**. The schedule for liquidated damages is located in the general specifications.

The contractor shall submit a progress schedule subject to approval of the Engineer prior to the award of the contract.

### 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 negotiation, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement will govern.

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 Allegan 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 Allegan 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: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Type or Print)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip)

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_

***FOR ROAD COMMISSION USE ONLY - DO NOT WRITE BELOW***

ACCEPTED BY: BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF ALLEGAN, MICHIGAN

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

## **GENERAL INFORMATION**

The Allegan County Road Commission (ACRC) has developed a guardrail spraying program for maintaining vegetation around guardrails on the county primary and local road system. Contractors licensed for Michigan Commercial Pesticide application may bid in accordance with the below defined requirements and specifications.

### **QUALIFICATIONS:**

The Contractor shall have a minimum of three years' experience in roadside chemical application treatments and provide references upon request to the ACRC.

The Contractor shall provide verification of applicable training and licensing for chemical application and equipment operation within 10 days of award and prior to completing any operations under the contract.

The Contractor or his designated representative shall supervise all work and be present at all times during the spraying operations and be responsible for any and all materials and equipment used for the contracted work to maintain quality standards as commonly used in the industry and defined in these requirements and specifications.

The Contractor shall be required to follow all applicable federal and state laws, rules and regulations pertaining to chemical spraying including but not limited to; chemicals used, mixing rates, application rates, proximity to sensitive areas, etc.

The Contractor shall utilize proper traffic control devices and follow procedures in accordance with the Michigan Manual of Uniform Traffic Control Devices as necessary and shall at a minimum have sufficient strobe lights to always provide 360° visibility while working in the road rights of way.

### **SPECIFICATIONS:**

The Contractor shall furnish all necessary labor, equipment and materials necessary to complete the work as specified herein.

The Contractor shall publish a notice of the guardrail spraying program in the local newspaper and provide an electronic copy to the ACRC for posting on their website. The notice shall contain at minimum a brief description of the work, the dates planned for the work, the Contractor's name, address, phone number, email, and a listing of chemicals to be used.

Treatment of guardrails shall consist of a spray width 36 inches wide centered on the guardrail.

Treatment shall be non-selective and provide a minimum 90% effective rate. Any areas requiring re-spray shall be the responsibility of the Contractor and completed at their expense.

Chemical selection shall be determined by the Contractor. All chemicals shall meet any legal requirements for roadside application and be used at the manufacturers recommended concentrations and application rates.

Safety Data Sheets for all materials to be used by the Contractor shall be provided to the ACRC prior to the start of the work. The Contractor shall have copies of all Safety Data Sheets available and provide them upon request to residents.

The Contractor shall exercise extreme care and due diligence to prevent their operations from any impact to people, animals, residential plantings, farm crops, or other desirable plants adjacent to the work areas. The Contractor has the responsibility to terminate spraying at any time to avoid such damage.

The Contractor assumes full liability for any and all injury or damage to people, animals, farm crops or cultivated plants caused by its employees or equipment as a result of its operations.

The Contractor shall at no time spray any maintained areas or cause damage to any such areas adjacent to their work areas. Any damage caused to such areas will be reconciled by the Contractor to the satisfaction of the property owner.

Any questions, concerns or complaints regarding the contracted work will be responded to by the Contractor in a timely manner and documented in writing with a copy forwarded to the ACRC on a daily basis. Documentation shall include the date, time, and location of the contact and the name, address and nature of the complaint along with the response and name of the Contractor's representative(s) who handled the complaint.

**METHOD OF MEASUREMENT & PAYMENT:**

Estimated quantities shown below are for informational purposes only and are not a guarantee of work. Quantities may increase or decrease as approved by the ACRC. Payment will be made on the actual linear footage of guardrail sprayed at the per foot price bid. The Contractor shall keep daily records of locations and lengths sprayed and provide them to the ACRC on a daily basis. The ACRC will provide a map showing guardrail locations to be sprayed to the awarded contractor.

**INSURANCE REQUIREMENTS:**

The Contractor shall be required to submit an ACRC permit application (no fee) once the contract is awarded and prior to proceeding with the work.

An insurance certificate naming the Board of County Road Commissioners of Allegan County, the Allegan County Road Commission and their officers, agents and employees as additionally insured for a coverage period matching the length of this contract, and any extensions, shall be provided to the ACRC prior to starting work.

Minimum requirements:

General liability:	\$1,000,000 each occurrence
Automobile liability:	\$1,000,000 Property Damage, each occurrence \$500,000 Bodily Injury per person
Workers Compensation:	Statutory Limits

**CONTRACT TERMS:**

The contracted prices shall remain firm until December 31, 2022. This contract may be extended for three (3) one (1) year terms upon mutual agreement between the ACRC and the Contractor. Requests for a contract extension must be made before December 31 in the year of the current contract.

**LOCATIONS**

<b>Guardrail Length Summary by Jurisdiction</b>		
<b><u>Jurisdiction</u></b>	<b><u>Length in Feet</u></b>	<b><u>Number of Guardrails</u></b>
Allegan Twp	11,444	26
Casco Twp	12,831	56
Cheshire Twp	4,937	21
Clyde Twp	2,920	16
Dorr Twp	10,681	27
Fillmore Twp	13,205	25
Ganges Twp	10,681	38
Gunplain Twp	10,836	38
Heath Twp	1,304	6
Hopkins Twp	10,395	45
Laketown Twp	7,234	24
Lee Twp	5,080	27
Leighton Twp	8,258	31
Manlius Twp	11,722	37
Martin Twp	6,579	33
Monterey Twp	14,372	27
Otsego Twp	7,292	28
Overisel Twp	4,504	20
Salem Twp	10,632	40
Saugatuck Twp	13,459	49
Trowbridge Twp	5,655	26
Valley Twp	4,631	12
Watson Twp	6,065	20
Wayland	63	1
Wayland Twp	2,793	20
	197,573	693

BID PRICE PER FOOT FOR ALL LOCATIONS: \$ \_\_\_\_\_ per linear foot

