



SHIAWASSEE COUNTY ROAD COMMISSION

701 West Corunna Avenue, Corunna, Michigan 48817-1229
Phone: (989) 743-2228 - Fax: (989) 743-5008

CHRISTOPHER J. CANNON
Interim Managing Director

MIKE GIRARD
Director of Finance and
Human Resources/
Clerk of the Board

Commissioners:
MIKE CONSTINE
RIC CRAWFORD
JOHN A. MICHALEC

NOTICE TO BIDDERS SHIAWASSEE COUNTY ROAD COMMISSION

Sealed proposals will be received by the Shiawassee County Road Commission, 701 W. Corunna Avenue, Corunna, Michigan 48817-1229 until **3:00 p.m., Friday, February 24, 2023.** Proposals will be publicly opened at 7:30 a.m. on Tuesday, February 28, 2023 and read for the following:

2023 STATE HIGHWAY PROGRAMS **Mowing - I69 Mowing – M Routes**

Michigan Department of State Highway and County approved specifications are required for all materials. Prices are to be F.O.B. Corunna, Michigan. Further information will be available at the office of the Shiawassee County Road Commission at the above address. Proposal and specifications may also be obtained from the Road Commission website at www.shiawasseeroads.com. Bid specification forms must be used.

ALL BIDS MUST BE IN A SEALED ENVELOPE AND PLAINLY MARKED ON THE OUTSIDE AS "STATE HIGHWAY MOW". THE ENVELOPE SHALL INCLUDE THE NAME AND ADDRESS OF THE BIDDER.

“The Shiawassee County Road Commission, in accordance with Title VI of the Civil Rights 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 proposals or any part of the same, to waive irregularities and or informalities and to make the award in part or entirety as may appear in the best interest of the County of Shiawassee.

SHIAWASSEE COUNTY ROAD COMMISSION

Mike Constine
Ric Crawford
John A. Michalec

SHIAWASSEE COUNTY ROAD COMMISSION
701 W. CORUNNA AVENUE
CORUNNA, MICHIGAN 48817-1229

PROPOSAL

2023 STATE HIGHWAY ROADSIDE **TWO TIME** MOWING
ON M-52, M-21, M-71 AND M-78 IN SHIAWASSEE COUNTY
SPECIFICATIONS

Required is the roadside **two time** mowing and trimming of the State Trunklines and Clear Vision areas in Shiawassee County during 2023.

REQUIREMENTS:

The bid prices are to remain firm through October 31, 2023.

Insurance Requirements

See attached.

The Shiawassee County Road Commission is exempt from federal and state taxes.

The contractor shall personally superintend the work or shall have a competent person at the sites at all times to act for him.

Contractors are notified to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Advance inquiry may be made to Brent Friess, Managing Director. The Shiawassee County Road Commission shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract.

The Road Commission does not assume any responsibility for the availability of any materials, equipment or components required under the contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract.

Materials, equipment, components or completed work not complying may be rejected by the Road Commission and shall be replaced by the contractor at no cost to the Road Commission.

Contractor's 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 minutes.

SPECIFIC REQUIREMENTS:

The work shall consist of mowing and trimming all grass, vegetation and wood sprouts for the year period covered by the specifications.

PRE-MAINTENANCE MEETING:

Sometime prior to the start of work the low bidder will attend a meeting with the Managing Director and Area Supervisor for the purpose of discussing the work schedule, equipment to be used and the hours that he intends to work.

METHOD:

A field review by the contractor with the Managing Director prior to mowing will be made to verify mowing area and the method to be used. All mowing and trimming will be completed in sections not to exceed three (3) miles to insure a uniform turf appearance.

MOWING SCHEDULE:

1. Mow one (1) swath (12' minimum where acceptable) from the edge of pavement, or outside edge of shoulder a distance of 12'. The start date for the first cutting will be at the discretion of the contract administrator, first cutting will be completed by July 1, 2023. The second cutting date will be determined. Bidder shall notify the Managing Director prior to starting work.
2. Guardrail Sections: Mow as needed to clear objectionable growth. Intersections: Mow all clear vision areas.

The grass shall be cut 5" above the level of the ground. A percentage of your bid may be deducted if cut higher. The contractor will provide a weekly progress map, color coded showing dates roads were mowed.

ROADSIDE MOWING SPECIFICATIONS:

It will be required to trim within 12" of all obstructions such as street signs, traffic control signs, delineators, guard posts, utility poles, bridge abutments, etc. that may be within the designated mowing area.

ADDITIONAL SPECIFICATIONS:

Bidder will provide a list of equipment to be used on the project.

The bidder shall bid a lump sum for each division.

The Road Commission shall be held harmless for any claims directly attributable to the mowing operation.

The Road Commission reserves the right to award each division separately. **A bid bond or certified check in the amount of 5% of the bid award shall be retained by the Shiawassee County Road Commission before any work is commenced.** Upon fulfillment of this contract the performance bond or certified check will be promptly returned.

The Board reserves the right to reject any or all proposals or any part of the same, to waive irregularities and or informalities and to make the award in part or entirety as may appear to the best interests of the County of Shiawassee and MDOT. Subject to available funding.

If the quality of work being performed is not acceptable to the Shiawassee County Road Commission and the contractor can not reach our quality standards, he will be relieved of the mowing contract and the remainder to be awarded in the best interest of the Shiawassee County Road Commission and MDOT.

Renewal Options

The Shiawassee County Road Commission reserves the right to renew the contract for two (2) additional one-year terms. Each renewal to be mutually agreed upon by both parties. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent one-year renewal period.

2023 BIDDING PROPOSAL
 STATE HIGHWAY ROADSIDE MOWING
 ON M-52, M-21, M-71 AND M-78

Board of Shiawassee County Road Commissioners
 701 W. Corunna Avenue,
 Corunna, Michigan 48817-1229

Gentlemen:

The undersigned, having thoroughly familiarized himself with the work sites and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform everything required to be performed, and except as may otherwise be provided to furnish all equipment, labor materials, necessary tools, expandable equipment and all utility and transportation services necessary to complete in a workmanlike manner, all of the work required to properly and adequately mow the state trunkline and clear vision areas:

<u>AREA</u>	<u>MILEAGE</u>
North M-52	16
South M-52	28.5
East M-21	23
West M-21	17
M-71	17
M-78	17
Total	118.5

Bid Amount Two Time Cutting _____

Clear Vision Areas	70 Areas
	Average .23 acres each
Total	16.1 Acres

Bid Amount Two Time Cutting _____

TOTAL BID Two Time Cutting _____

2023 BIDDING PROPOSAL
STATE HIGHWAY ROADSIDE MOWING
ON M-52, M-21, M-71 AND M-78

The equipment I propose to use is as follows:

Taxpayer Identification No.

Social Security No.

Or

Employer Identification No.

Terms: _____

Company _____

Signature _____

Printed _____

Address _____

Phone _____ Fax _____

Email _____ Date _____

SHIAWASSEE COUNTY ROAD COMMISSION
701 W. CORUNNA AVENUE
CORUNNA, MICHIGAN 48817-1229

PROPOSAL

2023 STATE HIGHWAY ROADSIDE MOWING

ONE (1) TIME FOR I-69

OPTIONAL 2ND TIME

SPECIFICATIONS

Required is the roadside one time mowing and trimming with an optional second time mowing and trimming of the State Trunkline and Clear Vision areas on I-69 in Shiawassee County during 2023.

REQUIREMENTS:

The bid prices are to remain firm through October 31, 2023.

Insurance Requirements

See attached.

The Shiawassee County Road Commission is exempt from federal and state taxes.

The contractor shall personally supervise the work or shall have a competent person at the sites at all times to act for him.

Contractors are notified to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Advance inquiry may be made to Brent Friess, Managing Director.

The Shiawassee County Road Commission shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract.

The Road Commission does not assume any responsibility for the availability of any materials, equipment or components required under the contract.

The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract.

Materials, equipment, components or completed work not complying may be rejected by the Road Commission and shall be replaced by the contractor at no cost to the Road Commission.

Contractor's 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 minutes.

SPECIFIC REQUIREMENTS:

The work shall consist of mowing and trimming all grass, vegetation and wood sprouts for the year period covered by the specifications.

PRE-MAINTENANCE MEETING:

Sometime prior to the start of work the low bidder will attend a meeting with the Managing Director and Area Supervisor for the purpose of discussing the work schedule, equipment to be used and the hours that he intends to work.

METHOD:

A field review by the contractor with the Managing Director prior to mowing will be made to verify mowing area and the method to be used. All mowing and trimming will be completed in sections not to exceed three (3) miles to insure a uniform turf appearance.

MOWING SCHEDULE:

Mow one (1) swath (12' minimum) from the edge of pavement, or outside edge of shoulder a distance of 12'. The start date for the first cutting will be at the discretion of the contract administrator, first mowing will be completed by July 1, 2023. The optional second cutting date will be determined. Bidder shall notify the Managing Director prior to starting work.

ROADSIDE MOWING SPECIFICATIONS:

1. The grass shall be cut 5" above the level of the ground. A percentage of your bid may be deducted if cut higher. The contractor will provide a weekly progress report.
2. **Median Cable Barrier Guardrail:** All grass and weeds will be trimmed around posts.
3. **Median Guardrail:** All grass and weeds will be trimmed around posts.
4. See attached sheet for Cable Barrier Guardrail and Steel Guardrail lengths.
5. Intersections: Mow all clear vision areas.
6. It will be required to trim within 12" of all obstructions such as street signs, traffic control signs, delineators, guard posts, utility poles, bridge abutments, etc. that may be within the designated mowing area.

ADDITIONAL SPECIFICATIONS:

Bidder will provide a list of equipment to be used on the project.

The bidder shall bid a lump sum for each division.

The Road Commission shall be held harmless for any claims directly attributable to the mowing operations.

The Road Commission reserves the right to award each division separately.

A bid bond or certified check in the amount of 5% of the bid award shall be retained by the Shiawassee County Road Commission before any work is commenced. Upon fulfillment of this contract the performance bond or certified check will be promptly returned.

The Board reserves the right to reject any or all proposals or any part of the same, to waive irregularities and or informalities and to make the award in part or entirety as may appear to the best interests of the County of Shiawassee and MDOT. Subject to available funding.

If the quality of work being performed is not acceptable to the Shiawassee County Road Commission and the contractor can not reach our quality standards, he will be relieved of the mowing contract and the remainder to be awarded in the best interest of the Shiawassee County Road Commission and MDOT.

Renewal Options

The Shiawassee County Road Commission reserves the right to renew the contract for two (2) additional one-year terms. Each renewal to be mutually agreed upon by both parties. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent one-year renewal period.

Shiawassee Co EB I-69 Guardrail

Median Cable Guardrail (Ft)	Median Steel Guardrail (Ft)	Right Side Steel Guardrail (Ft)
14890	170	0
330	165	0
10255	190	0
390	215	0
9985	325	0
4061	195	0
1208	165	0
275	290	0
1625	168	0
	170	0
	360	0
	330	0
	250	0
	330	0
	355	0
	180	0
	100	0
	335	0
	305	0
	976	0
43019	5574	0

Shiawassee Co WB I-69 Guardrail

Median Cable Guardrail (Ft)	Median Steel Guardrail (Ft)	Right Side Steel Guardrail (Ft)
3847	306	0
5564	260	0
10519	350	0
475	185	0
4930	320	0
315	175	0
12310	325	0
10888	175	0
445	300	0
	175	0
	245	0
	205	0
	190	0
	190	0
49293	3401	0

2023 BIDDING PROPOSAL
STATE HIGHWAY ROADSIDE MOWING

I-69

Board of Shiawassee County Road Commissioners
701 W. Corunna Avenue,
Corunna, Michigan 48817-1229

Gentlemen:

The undersigned, having thoroughly familiarized himself with the work sites and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform everything required to be performed, and except as may otherwise be provided to furnish all equipment, labor materials, necessary tools, expandable equipment and all utility and transportation services necessary to complete in a workmanlike manner, all of the work required to properly and adequately mow the state trunkline, clear vision areas and trim around posts in median.

Total Miles 115 Miles Bid Amount 1st Cutting _____

Optional 2nd Cutting Bid Amount _____

Clear Vision Area 48 Areas
Average .23 acres each

Total Acres 11.04 Acres Bid Amount 1st Cutting _____

Optional 2nd Cutting Bid Amount _____

TOTAL BID 1st Cutting _____

TOTAL BID Optional 2nd Cutting _____

2023 BIDDING PROPOSAL
STATE HIGHWAY ROADSIDE MOWING

I-69

The equipment I propose to use is as follows:

Taxpayer Identification No.

Social Security No.

Or

Employer Identification No.

Terms: _____

Company _____

Signature _____

Printed _____

Address _____

Phone _____ Fax _____

Email _____ Date _____

INSURANCE REQUIREMENTS FOR ACTIVITIES PERFORMED
FOR MICHIGAN DEPARTMENT OF TRANSPORTATION

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by anyone directly or indirectly employed by the Contractor or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order are PRIMARY and NON- CONTRIBUTING to any comparable liability Insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized Insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that Insurance policies contain a waiver of subrogation by the insurance company.

To the above policy, the following additional insured phrase shall be added in its entirety: Shiawassee County, the Board of County Road Commissioners, County Road Commission, State of Michigan, Michigan Transportation Commission, Department of Transportation, and government bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required bylaw.

The Contractor must list the State of Michigan, Its departments, divisions, agencies, offices, commissions, officers, employees, agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-Insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of Insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of Insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver or subrogation by the Insurance Company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employer's liability insurance with the following minimum limits:

\$100,000 each accident

\$100,000 each employee by disease

\$500,000 aggregate disease

2.132 Subcontractor Insurance Coverage — Deleted — Not Applicable

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and Its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney maybe required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, In the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State 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.

2.142 Code Indemnification — Deleted — Not Applicable

2.143 Employee Indemnification — Deleted — Not Applicable

2.144 Patent/Copyright Infringement Indemnification — Deleted — Not Applicable