INSTRUCTIONS TO BIDDERS: This proposal shall be legibly prepared with ink. UNIT PRICES, and LUMP SUM BIDS when called for on the itemized bid sheet, shall be entered with ink, in the Unit Price column. The unit prices as stated will govern in determining the correct total of bid. If a unit price already entered by the bidder on the bid sheet 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 prepared with pencil or omitted will be rejected. Failure to fill in the extensions and the total may invalidate the Proposal.

Signatures must comply with section 102.07 of the current Standard Specifications for Construction of the Michigan Department of Transportation to which attention is particularly directed.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

PROPOSAL
FOR
GUARDRAIL SPRAYING

BIDS WILL BE OPENED AT 1:00 p.m., local prevailing time, TUESDAY, JANUARY 12, 2027.

TO: Board of County Road Commissioners
of the County of St. Clair
21 Airport Drive
St. Clair, MI 48079

Sirs: The undersigned has examined the plans, specifications and the 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 are approximate only and are subject to either increase or decrease. The undersigned hereby proposes to furnish all necessary labor, machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the State of Michigan and such other special provisions and supplemental specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

The contractor is to complete and submit the attached BIDDER INFORMATION SHEET and the SUMMARY OF EXPERIENCE as part of their proposal to be an eligible bidder. If the contractor has two (2) or more years of experience with the St. Clair County Road Commission (SCCRC), they may omit this requirement.

St. Clair County Road Commission
Specifications
Guardrail Spraying

GENERAL

All work under this contract shall conform to the Michigan Department of Transportation's current Standard Specifications for Construction.

PROTECTION AND RESTORATION OF PROPERTY

The contractor shall restore, at their own expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations, the Managing Director may, after 48 hours notice to the contractor, proceed to make such repairs to restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at their own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

UTILITIES

It shall be the responsibility of the contractor to protect utilities at all times which are shown on the plans, designated by the engineer or encountered during the contract.

The contractor shall notify the owners of the utilities as to their starting date of construction, and the contractor shall conduct their operations so as to interfere as little as possible with utilities or any public authority on or near the work.

FAIR EMPLOYMENT PRACTICES

The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color, religion, national origin, ancestry, sex, height, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act. No. 251 P.A. 1955, as amended).

St. Clair County Road Commission
Specifications
Guardrail Spraying

COMPLETION DATE

Completion date for all items of work listed in this proposal is August 1, 2027.

AWARD OF CONTRACT

The SCCRC may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the SCCRC.

MEASUREMENTS AND PAYMENTS

Payment for idle equipment and labor: In the event that machinery or equipment is idled due to the failure of the SCCRC to properly provide for the contractor to proceed with the performance of the work in accordance with the terms of the contract, payment WILL NOT be allowed on a rental basis of the idle equipment. In the event that labor is idled due to the failure of the SCCRC to properly provide for the contractor to proceed with the performance of the work within the terms of their contract, payment WILL NOT be allowed.

COMPLETED WORK

Partial payments will be made monthly on the basis of the value of work completed to date, less the percentage retained, providing the work is progressing in accordance with the progress schedule.

DAMAGE LIABILITY AND INSURANCE

The Contractor shall hold harmless and indemnify the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents against all claims for damage to public or private property and for injuries to persons arising out of and/or during the work contemplated by the contract to be executed. The contractor shall, prior to execution of the contract, file with the Road Commission a certificate that they carry Worker's Compensation Insurance which the Contractor will keep in force for the duration of the contract.

The Contractor, prior to execution of the contract, shall file with the Road Commission copies of completed certificates of insurance, as evidence that they carry adequate insurance satisfactory to the Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of the work, and where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

All insurance policies and certificates must name the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents as additional insured. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement). All insurance policies must also include an endorsement providing 30 days prior written notice to the Road Commission of cancellation, termination, nonrenewal or reduction of coverage. The Contractor shall cease operation on the occurrence of any such cancellation, termination, nonrenewal or reduction of coverage, and shall not resume operations until new insurance is in force.

General Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and	$1,000,000 Each Occurrence
Property Damage	$1,000,000 Aggregate

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapses or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

Owners Protective Liability

As an alternative to General Liability, you may provide Owner's Protective Liability. Bodily injury and property damage protection shall be extended to the Road Commission; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivision and political corporations.

Automobile Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage		$1,000,000 per Accident
Michigan No-Fault	-	Personal Injury Protection
		Property Protection Indemnity

EXPERIENCE

The bidder shall have at least (3) three years experience on spraying roadsides with herbicides on county or state level, and each spray unit must be manned with at least one operator of like experience. Michigan Department of Agriculture certification is required and the contractor must be licensed, and the applicators must be certified, for both right-of-way and aquatic application. The contractor will be responsible for obtaining NPDES Pesticide General Permit coverage from the Michigan Department of Environment, Great Lakes and Energy (EGLE) prior to the award of the bid.

EQUIPMENT

The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform operations in an approved and workmanlike manner without hindrance or delay. All equipment shall comply with all current MIOSHA standards and shall be maintained to those standards.

The Contractor shall have sufficient equipment, materials and personnel to complete a project once the work has begun. Under no circumstances shall SCCRC be responsible for any damage to the Contractor's equipment due to obstacles encountered during the work performed under this contract. Contractor shall provide supervision, labor, equipment, services and expertise required to perform spraying services.

LIABILITY

The contractor, while spraying, shall at all times exercise extreme care to prevent damage to residential plantings, vegetable or flower gardens or to any susceptible farm crops or other desirable plants adjacent to the roadside. The contractor shall reserve the right to shut off spray at any time he feels the application of spray may cause such damage. The contractor shall be aware of all organic farming areas. The contractor shall assume full liability for all injury and/or damages to persons, animals, farm crops, and desirable plant life in, adjacent to or adjoining road rights-of-way, caused by its employees, equipment and/or as a result of its operations.

The contractor shall designate a minimum of one crewmember of each work crew to respond to citizen questions, concerns, or complaints regarding the spray program, and/or related operations. The contractor shall respond to all complaints that come to its attention and the response must be in a timely

manner. All contacts or complaints must be documented, in writing, and copies forwarded to the SCCRC on a daily basis. SDS forms must be available on site to provide residents upon request.

NO SPRAY ZONES

If a no spray zone policy is implemented, the contractor shall not spray areas that are marked “No Spray Zone” on signs provided or approved by the SCCRC.

TIME OF APPLICATION

The contractor shall begin guardrail spraying no earlier than May 1, 2027 and be completed no later than June 15, 2027. All right-of-way work shall be performed during daylight hours, Monday through Friday. Spray operations shall not be performed when winds exceed 12 MPH.

WORK ASSIGNMENTS

Work assignments will be on a job-to-job basis coordinated between the SCCRC and the contractor. The contractor shall keep the SCCRC representative advised of their daily progress so that it may be inspected and shall provide the SCCRC representative with a daily progress report of completed work on a suitable form. A 90 percent effective rate shall be expected. Areas in need of re-spray will be the responsibility of the contractor at a rate of application that will meet the 90 percent effective rate. The contractor will be responsible for the total cost of any re-spray.

The contractor must supply GPS location maps of treatment locations and roads traveled. Gallons of chemical mix applied by date, must be reported per township.

CHEMICAL SPECIFICATIONS FOR SPRAYING AT GUARDRAILS

Esplanade 200 SC or equivalent	5 ounces	per acre
Method 240SL or equivalent	14 ounces	per acre
Arsenal or equivalent	1.5 gallons	mix per 100 gallons
Rodeo or equivalent	2 gallons	mix per 100 gallons
Improve Surfactant or equivalent	1 gallon	mix per 100 gallons
Dye	Amount necessary to determine coverage	

Material will be sprayed at an average four-foot width. Each four-foot pass will equal approximately one-half acre per mile.

St. Clair County Road Commission
Specifications
Guardrail Spraying

METHOD OF MEASUREMENT

The method of measurement shall be by Linear Footage of Treatment. Payment shall be based on a unit price cost per linear foot, as bid. Rate of application shall be per manufacturer's label instructions.

RIGHT TO REJECT:

The SCCRC may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the SCCRC.

Sealed bids will be received at the office of the Board of County Road Commissioners of the County of St. Clair, 21 Airport Drive, St. Clair, MI, 48079, until 1:00 p.m., local prevailing time, TUESDAY, JANUARY 12, 2027 for furnishing 2027 requirements of the following: Please submit on this form the price per Linear Foot of solution, furnished and applied to control growth on roads in St. Clair County. The contractor agrees to all specifications and requirements set forth in the bid document.

Linear footage is not guaranteed. Cost per Linear Foot

CHEMICAL SPECIFICATIONS FOR SPRAYING AT GUARDRAILS

Estimated quantity: 210,000 Linear Feet $_____

ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY TO ITS CONTENTS. THIS PROPOSAL IS BINDING ON THE COMPANY SUBMITTING THE PROPOSAL FOR A PERIOD OF 30 DAYS AFTER THE DUE DATE FOR SUBMISSIONS AND MAY NOT BE WITHDRAWN FOR ANY REASON DURING SUCH 30-DAY PERIOD. IN THE EVENT A COMPANY SUBMITTING A PROPOSAL ATTEMPTS TO WITHDRAW IT DURING THE 30-DAY PERIOD AND WOULD BE THE SUCCESSFUL BIDDER OR IF A COMPANY REFUSES TO HONOR ITS BID AFTER AWARD BY THE SCCRC, IN SUCH EVENT, THE COMPANY WILL BE RESPONSIBLE FOR ANY INCREASED COST INCURRED BY THE SCCRC DUE TO REBIDDING OR AN AWARD AT A HIGHER PRICE. IF PROVIDED, SCCRC PROPOSAL FORMS MUST BE USED. ANY ALTERATIONS TO THIS FORM WILL RENDER THE PROPOSAL VOID. IF ADDITIONAL OR CHANGED INFORMATION IS NEEDED, IT MUST BE DONE USING AN ATTACHED SHEET AND MARKED AS SUCH.

Name:_____ Company Name:_____
(Signature)

Name:_____ Address: _____
(Typed or Printed)

Title: _____ _____

Telephone: _____ E-mail Address: _____

Fax Number: _____ Date: _____