



NEWAYGO COUNTY ROAD COMMISSION

935 East One Mile Road, White Cloud, MI 49349

Phone: (231) 689-6682 & Fax (231) 689-5994

NOTICE TO BIDDERS

STATE AND COUNTY ROADSIDE MOWING

Sealed bids will be received by the Board of County Road Commissioners of Newaygo County, at their office at 935 East One Mile Road, White Cloud, MI 49349, until 8:00 a.m. on Wednesday, February 8, 2023. At this time, they will be opened and read aloud.

All proposals must be in a **separate** sealed envelope, plainly marked as to item bid (state or county) and bear the name of the bidder. All bids shall be on Road Commission Forms.

The Newaygo County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Newaygo County.

BOARD OF COUNTY ROAD COMMISSIONERS
OF
NEWAYGO COUNTY

William Gonyon, Chairman
Douglas Harmon, Vice-Chairman
Lee Fetterley, Commissioner



NEWAYGO COUNTY ROAD COMMISSION

935 EAST ONE MILE ROAD

WHITE CLOUD, MI 49349

PROPOSAL

2023 STATE HIGHWAY
AND
COUNTY ROADSIDE MOWING

SPECIFICATIONS

REQUIREMENTS:

The bid prices are to remain firm one year from the date of the signed contract. This bid by mutual agreement may be extended for two additional one-year terms.

Minimum Insurance Requirements

Contractors working in the road right-of-way must have a valid certificate of Auto Liability, Worker's Compensation and Commercial General Liability Insurance. Certificates shall be on file with the Newaygo County Road Commission before work begins.

Minimum Requirements are:

Auto Liability	Limits
Bodily Injury	\$1,000,000 per person/\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Or	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Hired & Non-Owned Liability to be included	
Comprehensive Commercial General Liability	Limits
	\$1,000,000 Bodily Injury and Property Damage Limit
Workers Compensation	Limits
	Statutory coverage limits

Should the policy be canceled or expire; all activities authorized by the Road Commission shall cease.

The Newaygo 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.

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 ensure that all work is being satisfactorily performed.

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 the Road Commission Manager.

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

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 operations.

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. Under no circumstances shall NCRC be responsible for any damage to the contractor's equipment due to obstacles encountered.

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.

All equipment shall meet all Federal, State, and local safety requirements. If the mower box does not touch the ground the mower shall be equipped with ½" safety chains, which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

Contractor's riding equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions.

SPECIFIC REQUIREMENTS:

To enable prospective bidders an opportunity to obtain proper equipment, a 3-year contract will be considered. Bid prices will be firm for 2023, with the option to extend up to 2 additional years. The contract can be cancelled by the Road Commission upon 10 days notice if the contractor fails to fulfill his contracted obligations in a timely manner. The Road Commission reserves the right to cancel the contract after the first year if circumstances warrant. Contractor will be given as much advance notice as possible before any cancellations.

The work shall consist of mowing and trimming all grass, vegetation and wood sprouts for the year period covered by the specifications. All brush smaller than 2" in diameter shall be cut.

PRE-MAINTENANCE MEETING:

Sometime prior to the start of work the low bidder will attend a meeting with the Managing Director and Superintendent for the purpose of discussing the work schedule, equipment to be used and the hours that he intends to work. Mowing maps will be provided to the contractor. Low bidder shall provide a progress schedule listing locations where mowing will occur including a schedule of miles or acres to be mowed each day.

MOWING SCHEDULE:

1. Single swath shall be at least 5' and double shall be 10' from outside edge of shoulder. The first cutting will normally begin after May 15th and be completed by June 30th. The second cutting will normally begin September 7th and be completed by October 23rd. If second mowing is required by NCRC bidder shall notify the Managing Director prior to starting work. Failure to complete mowing by projected dates will result in a \$500.00 per day penalty to be withheld from Contractor's next payment.
2. The contractor must keep enough men and equipment on the job to keep the roadside vegetation from becoming hazardous.
3. Guardrail Sections: Need to be mowed behind to clear objectionable growth

4. Intersections: The bid unit is per centerline mile of mowing on both sides of the road to include mowing of intersecting roads for a distance of 150' from the intersection on both sides of the road a minimum of 10' wide to assure adequate clear vision. It will be expected that more than 10' be cut where possible. This requirement is expected as part of all mowings.
5. The grass shall be cut 6" above the level of the ground. 25% of your bid may be assessed if your cut is higher.
6. The contractor will provide a weekly progress map; color-coded showing dates roads were mowed.
7. Clear vision corners will be bid as a single unit. Each corner is between ½ and 2/3 acre in area.
8. Contracts for landscaping, weed spraying or other work, may be in progress during the time of this contract. Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment. The contractor shall coordinate his/her work activities with existing or future work performed by MDOT, through close coordination with the Contract Administrator or his representative. Mowing dates may be adjusted through mutual agreement between the contractor and Contract Administrator or designated representative when unusual conditions are experienced.
9. Newaygo County Road Commission may at any time reduce the lane miles to be Mowed as well as eliminate the second mowing session.

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.

ADOPT A HIGHWAY

Dates for litter pick up are tentatively set for April 22-30, July 15-23, and September 23 – October 1. These dates are subject to change each year.

MAINTAINING TRAFFIC

Traffic shall be maintained according to the most current edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction, including any Supplemental Specifications, and as specified herein as well as the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede traffic. The contractor shall not operate mowing equipment on the roadway or in a manner that requires unnecessary crossing the roadway. All equipment not in use may be temporarily parked on the right-of-way, but not within 30 feet from the traveled roadway. Equipment may not be temporarily parked on roadways except at those locations designated by the Contract Administrator or designated representative.

No signing is required unless a contractor's vehicle(s) remains stationary on the shoulder for more than 15 minutes. If a vehicle (service vehicle, transport vehicle, etc.) remains stationary for more than 15 minutes, a road work ahead sign (W21-4) is required to be placed as stated in the MMUTCD. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode as specified in the MDOT Standard Specifications for Construction.

All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will not be paid separately.

PUBLIC CONVENIENCE AND SAFETY

The contractor shall comply with all federal, state, and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The contractor shall take any other actions, on either his/her own responsibility or as directed by the Contractor Administrator or designated representative, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

DAYS/HOURS OF OPERATION

All work included in this contract shall be preformed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator or designated representative. Work shall not be permitted during the holiday periods in accordance with the Standard Specifications for Construction.

DAMAGES

The contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along, and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

The contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator or designated representative. Damage to traffic control devices (signs) shall be reported to the Contract Administrator or designated representative immediately. Damage to turf areas, desirable natural growth, shrubs, and trees identified at pre-bid meeting to include among other things: skinning, scraping or gouging of trees, shrubs and turf areas, ruts and deep wheel depressions on turf areas; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the contractor through negligence shall be repaired to the satisfaction of the Contract Administrator or designated representative as further described below.

Turf damage repairs shall be made by the contractor in accordance with the Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the contractor shall be replaced in kind according to the Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by NCRC, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.

ADDITIONAL SPECIFICATIONS:

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

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

Contractor agrees that it will promptly and properly attend to any complaints received by the Road Commission or by it regarding its operations including, poor workmanship, and complaints of damage to mailboxes, vehicles, trees, and other property.

A performance bond or certified check in the amount of 10% of the bid award shall be retained by the Newaygo 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 Newaygo and MDOT.

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

The quantities shown are estimates 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.

INDEMNIFICATION

1. General Information

The Contractor shall indemnify, defend, and hold harmless the State, its departments, divisions, agencies, sections commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, and damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract;
- b) any claim, demand, action, citation, or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;
- c) any claim, demand, action citation, or legal proceeding against the State, its employees and agents arising out of related to occurrences that the Contractor is required to insure against as provided for in this contract;
- d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State

- e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, division, agencies, sections, commissions, officers, employees and agents from and against loses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements, costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any Untied States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the Untied States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service, or if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that great specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions, which occurred prior to termination.

STATE HIGHWAY AND COUNTY ROADSIDE MOWING

PROPOSAL

IN NEWAYGO COUNTY

Equipment that distributes an excessive amount of grass clippings or debris on the shoulder or in the traveled portion of the road is prohibited. In addition, the Newaygo County Road Commission reserves the right to inspect and reject any equipment used in the operation of road-side mowing on the county and state road system.

Contractor can use different equipment for the state highway than on the county system, please indicate difference below.

The equipment I propose to use is as follows

If changes to equipment arises, contractor agrees to notify the Newaygo County Road Commission.

Employer Identification No. _____

Company _____

By _____

Address _____

Phone _____ Fax _____

Accepted _____ Day of _____ 2023

By _____, Newaygo County Road Commission

BID FORM – COUNTY ROADSIDE MOWING

To be opened: Wednesday, February 8, 2023 @ 8:00 a.m.

Submitted to: Newaygo County Road Commission
935 East One Mile Road
White Cloud, MI 49349

COUNTY ROADSIDE MOWING

MOWING TWO SWATHS WIDE \$ _____ PER CENTERLINE MILE
OF MOWING

MOWING ONE SWATH WIDE \$ _____ PER CENTERLINE MILE
OF MOWING

MOWING CLEAR VISION AREAS \$ _____ PER AREA EACH MOWING

APPROXIMATELY 340 CENTERLINE MILES, 2 SWATHS WIDE – 2 TIMES PER YEAR

APPROXIMATELY 625 CENTERLINE MILES, 1 SWATH WIDE – ONCE PER YEAR

PAYMENT FOR SERVICE WILL BE EVERY TWO WEEKS

CONTRACTOR MUST SUBMIT A DETAILED LIST OF ROADS MOWED.

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

E-MAIL ADDRESS _____

SIGNATURE _____

DATE _____

BID FORM – STATE HIGHWAY ROADSIDE MOWING

To be opened: Wednesday, February 8, 2023 @ 8:00 a.m.

Submitted to: Newaygo County Road Commission
935 East One Mile Road
White Cloud, MI 49349

STATE HIGHWAY ROADSIDE MOWING

MOWING TWO SWATHS WIDE \$ _____ PER CENTERLINE MILE
OF MOWING

MOWING CLEAR VISION AREAS \$ _____ PER AREA EACH MOWING

118 CLEAR VISION AREAS-Twice per year

90 CENTERLINE MILES, 2 SWATHS WIDE – Two times per year

PAYMENT FOR SERVICE WILL FOLLOW THE NCRC BILL AND PAYROLL SCHEDULE

CONTRACTOR MUST SUBMIT A DETAILED LIST OF ROADS MOWED.

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

E-MAIL ADDRESS _____

SIGNATURE _____

DATE _____