

BERRIEN COUNTY ROAD DEPARTMENT

PROPOSAL AND SPECIFICATION FOR COUNTY WIDE MOWINGS IN BERRIEN COUNTY

BERRIEN COUNTY ROAD DEPARTMENT

NOTICE TO BIDDERS

Sealed bids will be publicly opened by the Berrien County Finance Committee at 701 Main St. St Joseph, MI 49085 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Road Department reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Vendor, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Respective Board, at their sole discretion, to be in the Road Department's best interest.
2. The bid must be delivered in person or sent by mail to the Berrien County Administration Building at 701 Main St. St Joseph, MI 49085. It shall be in a sealed envelope marked with the name and address of the vendor on the outside of the envelope. The above referenced RFB number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package. Facsimile and/or e-mail transmitted bids will not be accepted.
3. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening, and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Bids shall be accepted by the County Administration Building at any time during the normal course of business only, said hours being 8:30am to 5:00pm, Monday through Friday, legal holidays excepted. A vendor may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will not be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. It is understood that the board of Berrien County Commissioners are governmental units, and as such are exempt from the payment of all state and federal taxes applying to the above mentioned item, and all prices quoted shall not include any such tax.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Department's consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.
6. The bidder by execution of the bid thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

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7. All bids must be submitted on the Road Department's form of bid (attached hereto). The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the vendor is thoroughly familiar with the Bid Proposal and Specifications and that vendor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Road Department may award bids in whole or parts thereof, reserves the right to reject any and all bids, waive irregularities in any bid and award the bid in any manner which best fits our needs and appears to be in the best interest of the Road Department; the right to waive irregularities in any bid, and the right to reject bids at the time the bids are evaluated. Best interest will be based on Total Cost of Ownership principles. TCO identifies all elements impacting the life cycle value of the proposed commitment.
11. The Berrien County Road Department reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its respective interests. The Berrien County Road Department reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. When applicable, due to MIOSHA regulations, contractor must furnish material safety data sheets for their products.
13. Vendors are encouraged to submit complete and comprehensive data and descriptive literature covering the items proposed to be furnished. Vendors submitting alternate bids must provide this along with specifications documenting product is equal to or surpasses the specified bid item. Alternate bids submitted without the above documentation will be considered nonresponsive and rejected.
14. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Road Department. These licenses and permits shall be readily available for review by the Road Department.
15. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.

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16. The Berrien County Road Department adheres to Title VI requirements as outlined in USDOT Regulation 49 CFR-Part26, Appendix A of MDOT Bidding Specifications. The Berrien County Road Department is an Equal Opportunity Agency.
17. The Berrien County Road Department will not pay fuel surcharges.
18. All documents and correspondence submitted to the Road Department becomes the property of the Road Department and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contracts, bids, and attachments.
19. **A Certified Check or Cashier's Check or Bid Bond in the amount of not less than five (5) percent of the bid made payable to the Berrien County Road Department shall accompany this proposal as a guarantee of good faith.**

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TITLE VI

“The Berrien County Road Department, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 an 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”.

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PROPOSAL FOR ROADSIDE MOWING

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Berrien County Road Department in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Berrien County Road Department to reject any or all bids or proposals and to make such award that is in the best interests of the Road Department.

WE, THE UNDERSIGNED, agree to furnish to the Berrien County Road Department yearly roadside mowing, conforming to the attached specifications at the pricing as noted and at various locations.

1. Any work not meeting specifications will be redone at no expense to the Road Department. Acceptable mowing will be furnished immediately upon notification of such issue.
2. An invoice shall be furnished indicating the purchase order number and miles mowed if incremental billings will be made.
3. Pricing to be firm for 12 months unless tied to a consumer price index sheet. If pricing variations are part of the bid the price index sheet being used, shall be stated within the bid, along with how pricing will be determined. Winning bidder agrees to furnish current price index sheet to the Road Department within 3 days of a request by the road Department.
4. THIS BID, BY MUTUAL AGREEMENT OF BOTH PARTIES, may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years. Requests for contract extensions must be in writing and received by the Road Department no later than November 30, of each year.

The roads included in the contract are on the county maps, available from the Road Department. The total mileage is approx. **478.16 Primary, 681.79 Local in Berrien County.**

GENERAL SPECIFICATIONS

1. Work under this contract consists of furnishing all labor, material, tools, equipment and incidentals necessary to perform tractor mowing operations as indicated below. The contractor shall provide and manage personnel who are to perform and complete mowing operations as specified herein to ensure that work is done in a safe, effective, and timely manner. Contractors, by submitting their bid, certify that they possess or will possess all necessary equipment and personnel to fulfill the terms of the contract and be ready to begin upon award of authorized contract.
2. There will be one (1) mowing sessions as outlined below:
 - a. First Mowing-To begin no earlier than **May 14, 2018 and be complete by June 29, 2018** unless mutually agreed upon by both parties. First Mowing will consist

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of all Paved and Gravel Roads **EXCLUDING SUBDIVISION STREETS** in the following Townships; **Bainbridge, Baroda, Benton, Berrien, Bertrand, Buchanan, Chikaming, Coloma, Galien, Hagar, Lake, Lincoln, New Buffalo, Niles, Oronoko, Pipestone, Royalton, Sodus, Three Oaks, Watervliet, Weesaw. Approximate Centerline miles within these townships 478.16 Primary and 681.79 Local miles.**

3. Five (5) days prior to commencing each mowing cycle the contractor shall submit to the Superintendent a plan of how the mowing cycle shall be completed. The Superintendent, prior to the contractor beginning each mowing cycle must approve this plan so it will not interfere with other Road Department projects.
4. On all Paved Roads mowing shall be done on both sides of the road eight foot (8') wide from edge of pavement where conditions allow.
5. On all Gravel Roads mowing shall be done on both sides of the road four feet to ten feet (4' - 8' where possible) from road edge where conditions allow.
6. Intersections will be cut back to create a safe sight distance with intersections having stop/yield signs requiring twenty foot (20') cut back for Two-hundred feet (200') in each direction.
7. Cutting height shall be a maximum of **4"** wherever possible.
8. Obstacles in the cut area; signposts, mailboxes, poles, etc., shall be mowed as close to as possible with the equipment. The intent is to not arbitrarily circle or swerve around these items but rather to mow up to them.
9. Mowing equipment will be able to cut brush and small trees up to 2 inches in diameter.
10. Maps will be provided by the County and marked daily as to progress or property damage.
11. The contractor shall notify the Road Department of any accident that involves the contractor while fulfilling this contract and provide written documentation the claim was submitted to their insurance carrier.
12. Contractor agrees that it will promptly and properly attend to any complaints received by the Road Department regarding its operations including poor workmanship, complaints of damage to mailboxes, vehicles, trees and other properly.
13. In the event that any damage occurs during and is caused by the equipment used for mowing operations, the Contractor will be required to repair or replace the damaged item with a like item at the contractor's expense.
14. Bid is a unit price per mile.

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EQUIPMENT

Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the mowing operations safely in an approved, efficient and workmanlike manner without hindrance or delay.

Contractor shall have enough satisfactory equipment and trained personnel that he can complete the work within the time limits stated above. The Road Department may inspect the equipment of the contractor to determine its suitability.

Where and when applicable any discharged grass left will be deposited on the outside of the mowing area (no grass clippings to be left along the road).

Tractor/mower combinations shall be of suitable size to accomplish the mowing operations and still mow in close proximity (24") to posts, poles and other objects; as well as have the maneuverability required to mow between objects in close arrangements, such as poles and guy wires.

The contractor shall use proper signage, and provide its employees with necessary PPE as needed to assure safety.

Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All equipment shall be equipped with the required safety devices and proper lights and signs in accordance with effective Federal and State of Michigan laws. All units shall be equipped with amber flashing lights visible to oncoming and trailing highway traffic, as well as slow moving vehicle signs.

All open portions of tractor mowers and trimming equipment shall have acceptable guards to prevent objects from being thrown from under the mower while in operation. Any equipment deemed unacceptable by the Road Department will not be allowed to operate until such guards are in place and properly maintained. Mower blades shall be properly maintained, i.e. sharp and straight.

All mowing operations shall be performed during the hours of daylight. No mowing shall be permitted on Sundays or holidays unless otherwise authorized.

Contractor equipment shall be parked a safe distance from the edge of pavement.

The contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner.

PLEASE PROVIDE TWO (2) SETS OF ORIGINAL BID SHEET(S)

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Berrien County Mowing One (1)

Primary miles Approx .. 478.16 \$ _____ /mil \$ _____ Total Cost

Berrien County Mowing One (1)

Local miles Approx. 681.79 \$ _____ /mile \$ _____ Total Cost

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PRINTEDNAME _____ TITLE _____

OFFICE PHONE _____ CELL PHONE _____

FAX _____ EMAIL _____

SIGNATURE _____ DATE _____

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. 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 any official or employee of Berrien County Road Department that would tend to destroy or hinder free competition, or otherwise compromise the bid process.

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INDEMNIFICATION

Berrien County Road Department will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The contractor agrees to protect, defend, indemnify and hold the Berrien County Road Department and its Commissioner's, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the Berrien County Road Department for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Berrien County Road Department, its Commissioner's, officers, employees or agents.

INSURANCE

If awarded the bid, Bidder agrees to procure and maintain the following insurance coverage, naming the Berrien County Road Departments as "Additional Insured", and furnish a proof of the Certificate of insurance to the Berrien County Road Department:

- | | |
|--|---|
| A. Comprehensive General Liability including | \$1,000,000 per occurrence and
\$2,000,000 aggregate |
| a. Products and completed operations | |
| b. Broad form property damage | |
| c. Premises operations | |
| d. Broad form contractual | |
| e. Personal injury | |

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B. Workers' Compensation Employers Liability Statutory
Coverage and Employer's Liability Limits of: \$500,000/\$500,000/\$500,000

C. Automobile liability including \$1,000,000 CSL or \$500,000 per
person hired and leased vehicles owned \$1,000,000 per accident \$500,000
and non-owned autos Property damage

Personal Injury Protection- Statutory Limits and Property Protection Insurance- \$1,000,000
Limit. Certificate shall provide for thirty (30) days' notice to the Road Departments prior to
cancellation.

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HOLD HARMLESS

This Agreement made this _____ day of _____, 20__ by and between the Berrien County Road Department and the Board of County Commissioners of the County of Berrien (hereinafter referred to as the BOARD) and _____ (hereinafter referred to as the CONTRACTOR).

Said Contractor hereby agrees to undertake the following work in the status of independent contractor performing the following operations:

COUNTY WIDE MOWING

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Department, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Board of Berrien County Commissioners, the Berrien County Road Department; their Officers, Agents and Employees as an additional named insured with policy limits of:

Bodily Injury and Property Damage Liability:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Statutory Workmen's Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

Contractor

Berrien County Road Department

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COUNTY WIDE MOWING

PROPOSAL

Date_____

Board of County Commissioners of the County of Berrien,
2860 E. Napier Avenue, Benton Harbor, Michigan 49022-0768

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 performances and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes 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 the work in strict accordance with the plans and specifications therefore.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which 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 work no earlier than **MAY 14TH, 2018**, and to **complete all items of work BY JUNE 29TH, 2018**.

Signed_____

By_____

Post Office of Bidder_____

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.