

ROAD DEPARTMENT FOR IONIA COUNTY

170 E. Riverside Drive • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

Linda Pigue
Managing Director

INVITATION TO BID

Sealed bids will be received until **10:30 A.M. on Monday, March 17, 2025** at which time they will be publicly opened and read in the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

CONTRACT # 25-22: ROADSIDE MOWING PRIMARY BLACKTOP ROADS

It is the intent of the County of Ionia Board of Commissioners to contract for roadside mowing on primary blacktop roads within the County of Ionia. The contractor shall certify that all services & materials meet current Michigan Department of Transportation specifications. All bids will meet or exceed the specifications established by the Ionia County Road Department of Ionia County and/or the Michigan Department of Transportation.

Additional information that will serve as the basis for bids can be found at www.ioniacountyroads.org on the "Doing Business" section, or at www.ioniacounty.org on the "Request for Proposals" section. Bids shall be mailed or delivered. **All bids must be submitted individually in sealed envelopes. Each document should distinctly specify the contract details for which their bid proposal is being submitted, along with the bidder's name and address.** Bids sent via fax or email will NOT be accepted.

The public Bid Opening is scheduled to occur at the Ionia County Road Department offices, situated at 170 E. Riverside Drive, Ionia, MI 48846, within the County of Ionia, State of Michigan. This event will commence at **10:30 A.M. on Monday, March 17, 2025**. Please be advised that late submissions will not be considered. All sealed bids should be directed to:

Ionia County Road Department
Attn: Cody Waite, Internal Coordinator
170 E. Riverside Drive
Ionia, Michigan 48846

The County of Ionia, its board members, its Road Department and The Michigan Department of Transportation reserve the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals that they deem most beneficial and advantageous. In instances of error in the extension of prices in the bid or arithmetical error, the unit prices will govern. Upon the opening of bids, they will become the property of the County of Ionia and may be disclosed in accordance with the Freedom of Information Act. The expenses incurred in responding to this Bid Request will be the exclusive responsibility of the bidding firm.

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

Refer to the INVITATION TO BID for the exact timing and for the identification of the bids as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

Normal practice is to open and read the bids then refer the file to staff for tabulation and analysis. During this period, bid files are closed and will remain closed until presented to the Ionia County Board of Commissioners. Notifications of award, pending award, or other outcome, will be made in writing. The bid tabulation will accompany the award, as is customary for item bid, or may be requested by phone at (616) 527-1700

1. Bids must be submitted on the bid form when provided. The bid shall be legibly prepared in ink or typed. The bidder must initial any erasures or alterations.
2. Specifications and plans should not be returned unless otherwise stated herein.
3. Bids shall be mailed or delivered. **All bids must be submitted individually in sealed envelopes. Each document should distinctly specify the contract details for which their bid proposal is being submitted, along with the bidder's name and address.** Bids sent via fax or email will NOT be accepted.
4. Bids will be accepted at the Ionia County Road Department office, on behalf of The County of Ionia, at any time during normal business hours. **Bids will not be accepted after the time designated for the opening of the bids.** The bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner used for the transmission thereof.
5. It is Understood that The County of Ionia and The Michigan Department of Transportation, are governmental units and as such, are exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidder, as evidenced by the execution of the bid form, thereby declares that the bid is made without collusion with any other person, firm, or corporation and agrees to furnish all bid items in strict adherence with all Federal regulatory measures.
7. The County of Ionia, its board members, its Road Department and The Michigan Department of Transportation, reserve the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals that they deem most beneficial and advantageous. In instances of error in the extension of prices in the bid or arithmetical error, the unit prices will govern.
8. Insurance Requirements: Upon request or notification of award, and prior to execution of the contract, the contractor shall have fourteen (14) days to submit a completed copy of their Certificate of Liability Insurance declaring the County of Ionia and the Michigan Department of Transportation as additional insured, not certificate holder, Contractor shall maintain current up- to-date insurance coverage during the term of the contract, failure to do so shall result in termination of said contract.

9. Indemnification: To the fullest extent permitted by law, the contractor shall save harmless and indemnify the County of Ionia, its board members, its Road Department, all officers, agents, and employees, and The Michigan Department of Transportation, against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's Standard Specifications for Construction, Division 1, paragraph 1.07.10 with the following minimum requirements:

- A. CERTIFICATE HOLDER block shall read: "The County of Ionia, 101 W. Main Street, Ionia, Michigan 48846".
- B. Worker's Compensation Insurance: The contractor shall carry Worker's Compensation Insurance in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's Standard Specifications for Construction, Division 1, paragraph 1.07.10 with the following minimum requirements:
- C. Bodily Injury and Property Damage: The contractor, shall afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.
- D. Bodily Injury and Property Damage Other Than Automobile: Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract will be:
- E. Bodily Injury and Property Damage Liability:

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

F. The insurance will include, but not be limited to coverage for:

- i. Underground damage to facilities due to drilling and excavating with mechanical equipment, and collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.
- ii. Bodily Injury Liability and Property Damage Liability Automobile. Unless otherwise specifically required by special provision, the minimum limits of bodily injury liability and property damage liability shall be:

G. Bodily Injury Liability:

Each Person..... \$500,000
Each Occurrence.....\$1,000,000

Property Damage Liability:

Each Occurrence.....\$1,000,000

Combined Single Limit for Bodily Injury and property Damage Liability:

Each Occurrence;.....\$2,000,000

H. Comprehensive General Liability Insurance: Naming the County of Ionia, its board members, its road department, all officers, agents, and employees, is required. This policy shall also include coverage for product liability and completed operations, and bodily or property damage due to perils of explosion, collapse and underground hazards (X, C, U). The completed certificate shall provide the name of the insurance company and its address, phone number, and fax number, in addition to the policy numbers, policy periods, policy descriptions, and signature of the insurance agent.

I. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and on behalf of The Michigan Department of Transportation, the County of Ionia, its board members, its road department, all officers, agents, and employees and any agencies specifically named, and their employees, a policy for Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

10. Cancellation of Contract Provisions: The County of Ionia, its board members, its Road Department and The Michigan Department of Transportation shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the contractor's work results in any non-acceptable maintenance condition of one or all specified areas. The designated representative at the time of the first circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue. If the condition should repeat for a second time, written notice of termination shall be sent.

11. Presumption upon Receipt of Bid: Submission of bid will be construed as a conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each, and all stipulations and requirements contained therein.

12. The County of Ionia in accordance with Title VI of the Civil Rights Act 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 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." During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1) **Compliance with Regulations:** The contractor shall comply with the regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2) **Non-discrimination:** The contractor, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment. practices when the contractor covers a program set forth in Appendix B of the Regulations.
 - 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
 - 4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County of Ionia to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information

Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the County of Ionia shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

A. Withholding of payments to the contractor under the contract until the contractor complies and/or

B. Cancellation, termination, or suspension of the contract, in whole or in part

5) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Ionia County Road Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Ionia County Road Department to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

13. Contractor and Contractor's Subcontractor: Neither the Contractor nor his/her subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

IONIA COUNTY ROAD DEPARTMENT
Specifications
Contract # 25-22 Roadside Mowing Primary Blacktop Roads

It is the intent of the Ionia County Road Department to contract for roadside mowing performed on county primary roads in Ionia County for one year with four, one-year renewable options for the county calendar year.

A. Payment:

1. Payment will be made 30 days from the invoice date pending Road Department approval.
2. Payment will not be issued for roads that are missed or are under construction and do not require mowing at 1st or 2nd schedule.
3. Invoices may be sent electronically to accountspayable@ioniacountyroads.org.

B. Pre-Maintenance Meeting:

1. Prior to the start of work, the contractor will attend a meeting with Ionia County Road Department personnel for the purpose of discussing the work schedule and equipment to be used as well as the hours to be worked.
2. A field review by the contractor with a Road Department representative, prior to mowing, will be made to verify mowing areas and the method to be used.

C. Miscellaneous:

1. Mowing will be completed in sections not to exceed 12 miles to ensure a uniform turf appearance unless otherwise specified by the Road Department representative.
2. The contractor shall have a competent person in charge of their daily mowing operation at all times and should be available to meet with Road Department representatives to discuss mowing schedules, work completed, complaints, etc. A daily worksheet shall be prepared and submitted to the road Department as requested. A map is also to be kept by the contractor and color-coded and dated for roads completed each day.
3. The contractor shall keep the roadway clear of all debris and shall perform the mowing operation in a safe manner that will least affect the normal flow of traffic.
4. The contractor's equipment shall have a rotating amber beacon beam (which must be visible for 360°) and slow-moving vehicle signs to alert the traveling public. Bike flags (8-10') are optional. Guards or side shields are required if needed to keep from throwing debris into roads.
5. The contractor shall personally investigate field conditions. Failure on the part of the contractor to investigate and inspect will not be grounds for additional compensation.
6. Materials, equipment, components, or completed work not complying may be rejected and shall be replaced by the contractor at no cost to the Ionia County Road Department.
7. Vegetation shall be cut four inches (4") above ground level in order to avoid stones and debris.
8. The bid unit will be for each centerline mile which consists of mowing both sides of the road and including all 34 clear vision areas of various sizes throughout the county. Maps will be provided showing roads and clear vision areas to be mowed.

9. All roads will require a minimum mowing width of ten feet (10') unless otherwise specified.
10. All intersections will be mowed one hundred fifty feet (150') in each direction from the corners, with as much width mowed as possible, up to thirty-three feet (33') from the center of existing roadway.
11. The work shall consist of mowing and trimming all grass, vegetation, and woody sprouts up to one inch for the year covered by the specifications. The contractor shall be aware of wildflowers and signs in yards, which if not a vision problem, may remain.
12. Roadsides are to be mowed twice during the year unless ICRD budget allows only once. The Road Department requires everything mowed in a four-week period. Mowing times could vary depending on growth. The first mowing shall start approximately the last week of May each year and be completed by June 30th each year. The second mowing shall start approximately September 1st each year and be completed by October 1st each year.
13. The contractor will be required to mow within six inches (6") of all obstructions such as street signs, traffic control signs, guardrail posts, utility posts, bridge abutments, etc.
14. Mowing is required in front of but not directly under or behind guardrail.
15. All obstacles such as mailboxes, signs, etc. within five feet of edge of blacktop will be mowed up to and squared on both sides of obstacle.
16. The contractor must provide a list of equipment to be used on the project.
17. The contractor will provide three references of recent work completed including the company name, address, phone number, and contact person.
18. The contractor will be responsible for CDL compliance of any and all employees/sub-contractors used in fulfilling the mowing operations specified in this document.
19. The Ionia County Road Department shall be held harmless for any claims directly attributed to the mowing operation.
20. The Ionia County Road Department reserves the right to reject any or all bids and to accept the bid which is, in their opinion, in the best interest of the Road Department. The Road Department reserves the right to award each ¼ of the county separately.

D. Renewal Options:

1. The Road Department reserves the right to renew the contract for four (4) additional one-year terms, each renewal to be mutually agreed upon by both parties. Pricing, terms and conditions of the original contract will remain the same for any subsequent one-year renewal period.

Questions concerning specifications may be directed to Cody Waite, 616-527-1700.

Bid Form
CONTRACT # 25-22: ROADSIDE MOWING PRIMARY BLACKTOP ROADS

<u>NW ¼ of County:</u>	<u>Mileage:</u>	<u>SW ¼ of County:</u>	<u>Mileage:</u>
Otisco Twp.	21.29	Campbell Twp.	13.20
Orleans Twp.	16.94	Odessa Twp.	16.45
Keene Twp.	23.83	Boston Twp.	26.06
Easton Twp.	<u>32.38</u>	Berlin Twp.	<u>39.03</u>
	94.44		94.74

<u>NE ¼ of County:</u>	<u>Mileage:</u>	<u>SE ¼ of County:</u>	<u>Mileage:</u>
N. Plains Twp.	20.60	Danby Twp.	17.69
Ronald Twp.	22.51	Sebewa Twp.	21.13
Lyons Twp.	16.56	Portland Twp.	18.35
Ionia Twp.	<u>29.15</u>	Orange Twp.	<u>23.26</u>
	88.82		80.43

TOTAL MILES: 358.43

	Option 1 Price per Mile 10' wide cut	Option 2 Price per Mile approx. 8' wide cut
1 st Mowing (Includes 34 clear vision areas, various sizes)	\$ _____	\$ _____
2 nd Mowing (Includes 34 clear vision areas, various sizes)	\$ _____	\$ _____

Authorized Signature

Date

Print Name / Title

Cell Phone Number

Company Name

Fax Number

Address

Email address

City, State, ZIP

Phone Number