

# **BERRIEN COUNTY ROAD COMMISSION**

## **PROPOSAL AND SPECIFICATION**

**2015 SPRING WEED/BRUSH  
GUARDRAIL SPRAYING**

**PROJECT NO. 15063 & 15064**

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF BERRIEN  
2860 EAST NAPIER AVENUE  
BENTON HARBOR, MI 49022**

# **BERRIEN COUNTY ROAD COMMISSION**

## **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received at the office of the Board of County Road Commissioners of the County of Berrien, 2860 East Napier Avenue, Benton Harbor, Michigan 49022 until 11:00 A.M., Thursday, May 21, 2015 at which time and place they will be publicly opened and read aloud for the following:

- 1. 2015 ULTRA THIN PROGRAM OR SLURRY SEAL PROGRAM, LINCOLN TOWNSHIP; P15016**
- 2. 2015 SLURRY SEAL PROGRAM; P15017 AND P15045**
- 3. BACON SCHOOL ROAD RECONSTRUCTION PROJECT, ROYALTON TOWNSHIP; P15006**
- 4. 2015 SPRING WEED/BRUSH GUARDRAIL SPRAYING; P15063 AND P15064**

All bids will be tabulated and presented to the Board of County Road Commissioners at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the items bid upon and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Commission.

The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.

Please visit our website for bid proposals: [www.bcroad.org](http://www.bcroad.org)

**BY THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF BERRIEN**

**AUGUST ZIELKE  
TIMOTHY LYNCH  
JESS MINKS  
WILLIAM HODGE  
JOSEPH MARGOL**

# **BERRIEN COUNTY ROAD COMMISSION**

## SPECIFICATION SHEET FOR 2015 SPRING ROADSIDE GUARDRAIL WEED/BRUSH SPRAYING

It is the intent of the Berrien County Road Commission to contract for 2015 Spring Roadside Weed/Brush Spraying, as needed.

**SUMMARY:** The Bidder must be specifically trained and licensed through the Michigan Department of Agriculture, and be experienced in this work (5 years Minimum) spraying roadsides with herbicides in county or state levels manned with operators with at least 3 years experience.

The Contractor shall personally supervise the work or shall have a competent person at the site at all times to act for him. Bidders **MUST** be willing to address and respond to, in a timely manner, any citizen complaints regarding the program. A daily spray log must be turned in when the job is completed.

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 roadsides. Contractor shall have the right to shut off spray at any time he may feel the application of such spray may cause damage. Berrien County Road Commission to be held harmless against any and all claims arising from operations covered above.

### **SPECIFICATIONS**

#### **A. GENERAL SPECIFICATIONS**

1. Contractor will supply all equipment, labor and materials.
2. All weed/brush spraying will be as follows:
  - A 48" wide band centered under the guardrail.
3. Contractors are notified to investigate and become familiar with conditions relating to the work to be performed. Failure on the part of the contractor to investigate or inspect the required work will not be grounds for additional compensation under this contract.

# BERRIEN COUNTY ROAD COMMISSION

## B. METHOD OF TREATMENT

All specified roadside shall be treated with one application at the proper time to insure maximum control. Spray will be applied (with hand gun only) so as to completely cover the vegetation.

## C. MATERIALS TO BE USED

Dupont Oust, Cyanamid Pendulum WDG, manufactured within two years of application, plus a spreader-sticker agent Miller Nu-Film-IR, plus Glyphosate 41%.

## D. RATE OF APPLICATION

One application of spray solution consisting of Dupont Oust 3 oz., 6.6 lbs Cyanamid Pendulum WDG, 8 oz. Miller Nu-Film IR plus 3 quarts Glyphosate (41%) in each 100 gallons of water. Contractor shall furnish a current label and MSDS for these products. Applied at a rate of 100 gal. of mixture per acre treated.

## E. TIME OF APPLICATION

The application shall start in early/active stage of weed growth, usually late April/early May or as approved by the Berrien County Road Commission. A minimum of 10 days notice shall be given to the Berrien County Road Commission in advance of beginning operations. Some flexibility for weather delays are understood, however, it is necessary to complete the spraying as efficiently and quickly as possible. The Contractor and it's employees shall be available to meet with the Berrien County Road Commission in advance of the actual work in order to discuss the products and procedures to insure the safe and proper application for the program. A map of the areas to receive spray will be available for review at that meeting.

## F. EQUIPMENT

Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform above operations in an approved and workmanlike manner without hindrance or delay. Recommended equipment shall consist of: truck mounted spray unit with a liquid capacity of not less than 250 gallons. Each spray unit shall be powered by a pump of sufficient size to assure a consistent spray pattern while maintaining CONTINUOUS GOOD MECHANICAL OR HYDRAULIC BYPASS AGITATION under full application conditions throughout. Pressure regulation shall be flexible enough to permit easy adjustment to insure coverage at minimum risk. Berrien County Road Commission reserves the right to inspect the contractor's equipment prior to beginning of the project.

## G. BIDDING UNIT

Bids shall be submitted on the basis of cost per lineal foot of guardrail treated.

**BIDDING PROPOSAL**  
**2015 SPRING ROADSIDE BRUSH/WEED**  
**GUARDRAIL SPRAYING**

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 specification, hereby proposes to perform everything required to be performed and except as may be otherwise provided to furnish all the equipment, labor, materials, necessary tools, expendable equipment and all utility transportation services necessary to complete in a workmanlike manner all the work required to property and adequately perform the work.

**GUARDRAIL WEED/BRUSH SPRAY**

Spraying on approximately 234,000 lineal feet of guardrail along primary and local roads, county wide.

FORMULA: CYANMID PENDULUM WDG 6.6 LBS., DUPONT OUST 3 OZ., PLUS 8 OZ. MILLER NU-FILM IR, PLUS 4 QTS. GLYPHOSATE PER EACH 100 GALLONS OF WATER APPLIED PER ACRE TREATED.

\$ \_\_\_\_\_ PER LINEAL FOOT OF  
GUARDRAIL TREATED

# **BERRIEN COUNTY ROAD COMMISSION**

## **2015 SPRING WEED/BRUSH GUARDRAIL SPRAY LIST**

1. BAINBRIDGE
2. BARODA
3. BENTON
4. BERRIEN
5. BERTRAND
6. BUCHANAN
7. CHIKAMING
8. COLOMA
9. GALIEN
10. HAGAR
11. LAKE
12. LINCOLN
13. NEW BUFFALO
14. NILES
15. ORONOKO
16. PIPESTONE
17. ROYALTON
18. SODUS
19. ST. JOSEPH
20. THREE OAKS
21. WATERVLIET
22. WEESAW

# BERRIEN COUNTY ROAD COMMISSION

## 2015 SPRING GUARDRAIL WEED/BRUSH SPRAYING

NAME AND ADDRESS OF BIDDER

SIGNED \_\_\_\_\_

NAME \_\_\_\_\_  
(Type or Print)

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

TERMS \_\_\_\_\_

DATE \_\_\_\_\_

**\*REQUIRED TO ENTER:**

**MICHIGAN COMMERCIAL PESTICIDE LICENSE NO.** \_\_\_\_\_

## HOLD HARMLESS

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Berrien County Road Commission and the Board of County Road 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:

### 2015 SPRING WEED/BRUSH GUARDRAIL SPRAYING

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 Commission, 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 Berrien County Road Commission 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 Commission**



## **TITLE VI CONTRACT REQUIREMENTS**

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, with regard to 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 **BERRIEN COUNTY ROAD COMMISSION** 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 State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the **BERRIEN COUNTY ROAD COMMISSION** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

**TITLE VI – Page 2**

- (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.

**6. 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 **BERRIEN COUNTY ROAD COMMISSION** 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 **BERRIEN COUNTY ROAD COMMISSION** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department 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.