

**PROPOSAL
FOR
2010 SEED AND MULCH BIDS**

**TUSCOLA COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

**1733 S. MERTZ RD.
CARO, MI 48723**

LETTING DATE - MARCH 18, 2010

8:15 A.M.

CONTRACTOR: _____

AUTHORIZED REP: _____

ADDRESS: _____

SIGN & PRINT: _____

DATE: _____

PHONE & FAX: _____

EMAIL: _____

| <u>Item</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> | <u>Unit</u> |
|------------------------------------|-----------------|-------------------|--------------------|-------------|
| Hydro seeding, Mulch, Straw | 21,000 | _____ | _____ | SYD |
| Hydro seeding, Mulch, Paper | 21,000 | _____ | _____ | SYD |
| Seed, Fertilizer, Mulch Blanket | 100 | _____ | _____ | SYD |

TUSCOLA COUNTY
ROAD COMMISSION
“AN EQUAL OPPORTUNITY EMPLOYER”

PROPOSAL FOR
SEED AND MULCH
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The Contractor has examined the proposal specifications and understands that the locations may be anywhere in Tuscola County and may include work on the state highway(s). The Contractor 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 Contractor hereby proposes to furnish all necessary materials, labor and equipment needed to complete the work herein described for the bid price listed. The work shall be completed in accordance with the Michigan Department of Transportation’s 2003 Standard Specifications for Construction as specified herein.

GENERAL:

This work may consist of hydro seeding (including seed and fertilizer) with mulch applied in a separate application or a direct (by hand) application of seed, fertilizer, and mulch blanket.

MATERIALS:

- a. Seed Mixture, fertilizer, mulch anchor, and mulch shall meet requirements of Sec. 816 and the materials as specified in Sec. 917.16. All application rates shall be as stated in the 2003 Standard Specifications for Construction unless otherwise approved by the Engineer.
 1. Seed Mixture: TDS (220 lbs/acre) with Annual Rye (70 lbs/acre) added (Table 917-1, Page 812), or as approved by Engineer.
 2. Fertilizer: Class A
 3. Mulch Anchor: Straw or paper may be requested depending on the application.

QUANTITIES:

The quantity shown is an estimate and subject to increase or decrease by the Engineer. Changes in quantities will not change the unit price as bid.

Specific locations will be given to the Contractor throughout the construction season with approximate area given in square yards.

MEASUREMENT & PAYMENT:

Each location completed shall be listed on the invoice separately, using units as bid. Documentation shall be provided to substantiate area covered. Payment will be made after invoice is received with supporting documentation.

LIABILITY:

The Contractor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages. The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage. The Contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate that he carries Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

MAINTAINING TRAFFIC:

In accordance with the enclosed Tuscola County Road Commission's "Special Provision for Maintaining Traffic".

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS:

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.

Your bid will not be accepted unless the enclosed agreement is signed and returned with your bid.

AGREEMENT

This agreement made this _____ day of _____, 20____
by and between the Board of Tuscola County Road Commissioners and _____
_____.

1. _____ hereby agrees to undertake the following work
in the status of an independent contractor performing the following job:

2. Said contractor, _____, shall at all times exercise extreme care and shall assume any and all liability for property damage or bodily injury resulting from the above operation by this employees, agents, assigns, sub-contractors and anyone else acting under his control or direction; and will indemnify, hold harmless and defend the Tuscola County Road Commission, its Commissioners or employees from any and all claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, _____, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as **an additional insured** under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and **shall** furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project. Additionally, said contractor, _____, shall furnish prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of insurance certifying he carries and has in effect worker's compensation insurance on all those required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S. Mertz Rd., Caro, MI 48723.

Witnessed:

Board of Tuscola County Road Commissioners

Contractor

TUSCOLA COUNTY
ROAD COMMISSION
“AN EQUAL OPPORTUNITY EMPLOYER”

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC
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GENERAL

Traffic shall be maintained in accordance with Sections 103.05, 103.06, 812, and 922 of the 2003 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, including any Supplemental Specifications, and as herein specified.

CONSTRUCTION INFLUENCE AREA

The construction influence area (CIA) shall consist of the width of the project right-of-way from 3,500 feet before the project P.O.B. to 3,500 feet beyond the project P.O.E. and 500 feet in all directions along all cross roads.

TRAFFIC CONTROL DEVICES

All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2005 edition as amended, and as herein specified.

Sign covers shall be placed over existing regulatory, warning and construction signs that are not applicable during construction.

Signing for a lane closure shall be according to attached MDOT Maintaining Traffic Typical Figure M0150. Additional signing pertaining to “Andy’s Law” shall be post driven at the proper D distance prior to project limits as per attached MDOT Figure M0030 on all long term operations and may be required on other projects at the discretion of the Engineer.

Sheeting shall conform to Engineer grade reflective sheeting and must meet the requirements for ASTM D 4956 Type I engineer grade sheeting, as per section 922.02B, of the 2003 Standard Specifications for Construction.

TRAFFIC RESTRICTIONS

Work shall be conducted during daylight hours only. No work shall be conducted on Sundays unless approved by the Engineer.

The maximum distance between the traffic regulators shall be no more than 2 miles in length. All sequences of more than 2 miles in length will require written permission from the Engineer before proceeding.

PAYMENT

Payment for Maintaining Traffic shall be included in other Bid unit prices. There will be no separate payment for Maintaining Traffic.

TUSCOLA COUNTY ROAD COMMISSION
TITLE IV COMPLIANCE
APPENDIX A

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 **Tuscola 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 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 **Tuscola 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:
 - (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 issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **Tuscola 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 **Tuscola 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.

“The **TUSCOLA COUNTY ROAD COMMISSION**, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in 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, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A.”