

**Bid Documents for
Aquatic Plant Herbicide Treatments
of Lake Lansing
Ingham County, Michigan**

Prepared For:

Charter Township of Meridian
Municipal Building
5151 Marsh Road
Okemos, MI 48864

Prepared By:

Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI 49525-2442
616/361-2664

Project No:

53260102

December 2023

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ADVERTISEMENT FOR BIDS
CHARTER TOWNSHIP OF MERIDIAN
AQUATIC PLANT HERBICIDE TREATMENTS OF LAKE LANSING
INGHAM COUNTY, MICHIGAN

Sealed proposals will be received by the Charter Township of Meridian, Ingham County, Michigan, at the Meridian Township Clerk’s Office, Municipal Building, 5151 Marsh Road, Okemos, Michigan, 48864, up to 1:30 p.m., local time on Friday, January 5, 2024 for aquatic plant herbicide treatments of Lake Lansing, Ingham County, Michigan; after which time, proposals will be publicly opened and read aloud.

Bids are solicited on unit price basis. The work involves the following major bid items:

Triclopyr granular (160 lbs/acre)	5 acres
Triclopyr liquid (3 gal/acre)	25 acres
ProcellaCOR EC	384 fl. oz.
ProcellaCOR EC (19.2 fl. oz./acre) with Diquat dibromide (1 gal/acre)	25 acres
Diquat dibromide (1 gal/acre)	100 acres
Diquat dibromide (2 gal/acre)	5 acres
Flumioxazin (200 ppb)	5 acres
Flumioxazin (100 ppb) with contact herbicides	5 acres
Algae control (Copper sulfate)	20 acres
Algae control (Chelated copper products)	20 acres
Macro-algae control: copper products only	10 acres
Wild celery control: chelated copper complex liquid	5 acres
Phragmites control	1 acre
Loosestrife control	1 acre

Proposals shall include the furnishing of all labor, material, and equipment to complete the project.

The initial herbicide application shall be conducted in late May or early June 2024. The Contractor shall contact the Consultant regarding the specific time frame for the herbicide treatment at least 1 week prior to the treatment. The Consultant may modify the actual timing of herbicide treatments from the above requirements if found appropriate based upon the type and distribution of plants in the lake and Department of Environment, Great Lakes, and Energy permit conditions. Herbicide applications shall be timed such that no swimming or fishing restrictions are in effect during holidays or weekends.

Copies of the contract documents for the work may be obtained from the Department of Public Works & Engineering at 5151 Marsh Road, Okemos, Michigan. Phone No. (517) 853-4440. There is a five-dollar (\$5.00) fee for mailing contract documents. Contract documents may be obtained via email free of charge, by contacting the Township at: DPW@meridian.mi.us.

Questions regarding this contract may be addressed to Progressive AE, Grand Rapids, Michigan, Water Resources Department, (616) 361-2664, ext. 3351.

In submitting this bid, it is understood that the right is reserved by the owner to reject any or all bids, to award the Contract to other than the low bidder, to award separate contracts for each project and/or phase, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. The Owner is the Charter Township of Meridian, hereinafter referred to as the "Board." The Consultant is Progressive AE, Inc., hereinafter referred to as the "Consultant." Contact person for the Consultant is Paul Hausler, telephone: 616/361-2664, e-mail: hauslerp@progressiveae.com.
2. Prior to submitting his/her bid, the bidder shall examine the specifications and related documents attached hereto and make a personal examination of the site in order to acquaint himself/herself with the conditions under which he/she will be obliged to work.

The bidder shall make all the investigations necessary to thoroughly inform himself/herself regarding lake conditions and equipment he/she may require for his/her operation. No plea for ignorance of existing conditions shall be accepted.

3. Each bidder shall be certified for aquatic pest management; shall hold a valid commercial Pesticide Applicator Business License from the Michigan Department of Agriculture and Rural Development in accordance with Part 83 of Act 451 of 1994, as amended; and shall not be prohibited by the Michigan Department of Environmental Quality from obtaining aquatic nuisance control permits.
4. Interpretations During Bidding: If a bidder finds omissions or discrepancies in the bid documents, he/she should notify the Consultant at once so that the Consultant can issue an addendum to all bidders.
5. Preparation of Bids: Bids must be made on the required Bid Form furnished with the bid documents.

Blank spaces for bid prices must be printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted.

Only 1 copy of Bid Form is required.

6. Each bidder shall complete the Bidder Questionnaire (Appendix A) and submit it with his/her Bid Form.
7. Each bid must be submitted in a sealed envelope bearing the following information clearly marked on the outside:

Lake Lansing	Sealed Bid
Aquatic Herbicide Treatments	Do not open until 1:30 p.m. on January 5, 2023

Bids shall not be accepted by email or fax.

8. Modification or Withdrawal of Bids: Any bid may be withdrawn prior to the scheduled time given for the opening of bids.

Bids received after the time and date specified will not be considered.

Modification of bids in writing will be considered if received prior to the hour set for receiving of bids.

Bids shall remain firm for 90 days. If there are any reasons why the contract cannot be awarded within this specified time period, the time of award may be extended by mutual agreement between the Board and the bidder.

9. Bids will be evaluated based upon cost, prior experience, and equipment. In submitting this bid, it is understood that the right is reserved by the Board to reject any or all bids, to award the Contract to other than the low bidder, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Board. No conditional or qualified bids will be accepted.

CHARTER TOWNSHIP OF MERIDIAN

INFORMATION FOR BIDDERS

1. Lake Lansing is located in Meridian Township, Ingham County, Michigan. The lake has a surface area of 456 acres. A depth contour map of the lake is shown in Figure 1.

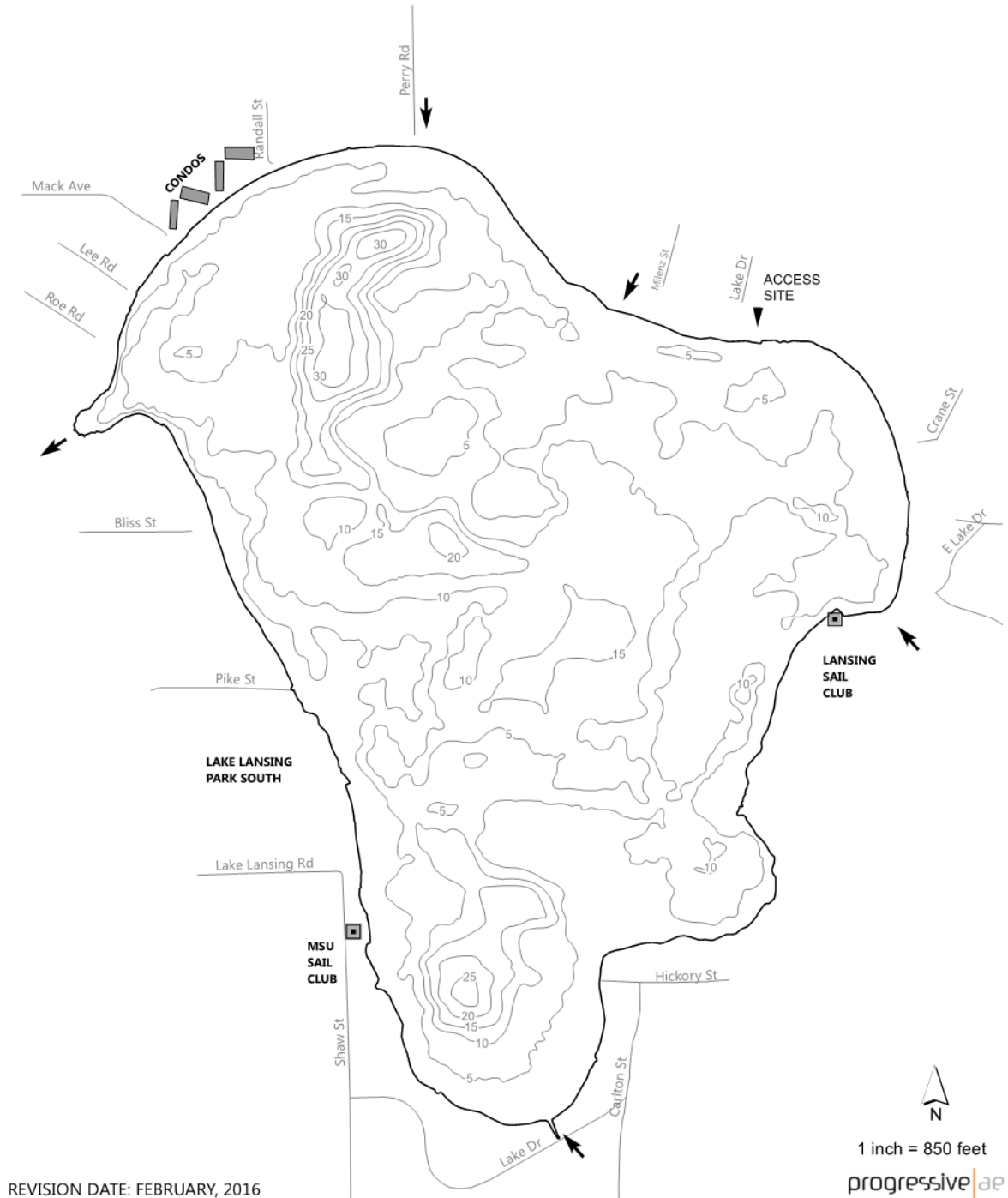


Figure 1: Lake Lansing depth contour map.

SPECIFICATIONS

1. Submittals:

- a. Pursuant to provisions of Part 33, Aquatic Nuisance Control, of P.A. 451 of 1994 (the Natural Resources and Environmental Protection Act), as amended, the Contractor shall obtain a permit from the Michigan Department of Environment, Great Lakes, and Energy prior to applying herbicides to Lake Lansing. The application for the permit shall be submitted to the Michigan Department of Environment, Great Lakes, and Energy prior to March 1 of each year of the contract. A copy of said permit, in its entirety, shall be submitted to the Consultant by April 1 of each year this contract is valid. Upon issuance of said permit, the Contractor shall be reimbursed the cost of the permit application fee.
- b. **Contract Security:** The Contractor shall furnish a surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond, by a duly authorized surety company satisfactory to the Owner, in an amount equal to 100 percent (100%) of the Contract price as security for the payment of all persons performing labor and/or furnishing materials. The surety company writing the bid, performance, labor and material, and maintenance bond shall be listed in the Federal Register as published by the U.S. Department of Treasury under most recently revised Circular 570, and shall be acceptable to the Owner and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent). In addition, the surety company shall be registered and licensed by the Michigan Department of Consumer & Industry Services Bureau of Insurance, and also shall be in good standing with the Bureau of Insurance. The Contractor shall submit evidence of the surety company's: 1) status in the Federal Register, 2) status with the Michigan Department of Consumer & Industry Services Bureau of Insurance, and 3) A.M. Best Company Insurance Reports rating.
- c. The Contractor shall not commence work under this contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractors and subcontractors are required to file with the Owner completed certificates of insurance, as evidence that they carry adequate insurance to comply with the requirement of this section.

Worker's Compensation Insurance

Contractors and subcontractors shall procure and maintain, during the life of this contract, Worker's Compensation Insurance for all of his/her employees engaged in work on the project under this contract. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the worker's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such of his/her employees not otherwise protected.

Bodily Injury and Property Damage

Contractors and subcontractors shall procure and shall maintain during the life of this contract, adequate insurance to 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, when specified, similar insurance to protect the Owner of premises on or near which aquatic herbicide operations are to be performed. Specific policies and minimum limits shall be as follows:

Bodily Injury and Property Damage other than Automobile

Bodily Injury Liability

- Each Occurrence: \$1,000,000
- Aggregate: \$1,000,000

Property Damage Liability

- Each Occurrence: \$500,000
- Aggregate: \$500,000

Such Insurance shall include, but not be limited to, coverage for:

- Comprehensive form
- Premises-operations
- Explosion and collapse hazard
- Underground hazard
- Products/completed operations hazard
- Contractual insurance
- Broad form property damage
- Independent contractor
- Personal injury

Bodily Injury and Property Damage - Automobile

Bodily Injury Liability

- Each Person: \$1,000,000
- Each Occurrence: \$1,000,000

Property Damage Liability

- Each Occurrence: \$500,000

Such insurance shall include, but not be limited to, coverage for:

- Comprehensive form
- Owned vehicles
- Hired vehicles
- Non-owned vehicles

Owner's Protective Liability

The Contractor shall procure and shall maintain during the life of this contract Owner's/Contractor's protective liability insurance, listing the owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000 per occurrence/aggregate.

Acceptable Insurance Companies

All insurance coverages required by this section shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the owner and who have a minimum Best's Insurance Reports rating of A or A- (Excellent). The Contractor shall submit evidence of the insurance company's Best Insurance Reports rating and status with the State of Michigan.

Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, subcontractors or any of their officers, employees, or agents. The furnishings by the Contractor of any insurance required by this contract, or the acceptance or approval thereof by the owner as provided in this contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the owner, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

Said general liability insurance shall include a Contractors Pollution Liability Coverage Endorsement that will cover Contractor's liability for pollution related to the application of herbicides, pesticides, or chemicals. The general liability insurance obtained must name the Charter Township of Meridian and Progressive AE as additional insured.

Certificates of insurance for the coverage shall be delivered to the Consultant by April 1 of each year this contract is valid. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the above requirements. If coverages confirmed by these certificates will expire prior to the termination of this contract, certificates for renewals must be delivered to the Consultant not less than 10 days prior to the expiration date.

- d. As a basis for payment, the Contractor shall submit a properly completed payment submittal form (Appendix B) to the Consultant immediately following each herbicide treatment.
 - e. Results of fluridone residue monitoring, if required, shall be e-mailed or faxed to the Consultant within ten (10) working days of sample date. E-mail address is hauslerp@progressiveae.com; fax number is 616/361-1493, attention: Paul Hausler
2. The project timeframe is from 2024 through 2026.
 3. Primary nuisance species being targeted for control in Lake Lansing include Eurasian milfoil, starry stonewort, and curly-leaf pondweed. Approximately 100 acres of Lake Lansing contain nuisance aquatic plant growth. Adjustment to the areas and number of acres to be treated may be made by the Consultant if found appropriate in view of the nature or extent of the plant growth in the lake.
 4. Treatment areas, the number of acres to be treated, products and, in some instances, dose rates, will be specified by the Consultant. Unless otherwise specified by the Consultant, the Contractor shall conduct the treatment of the lake within fourteen (14) working days of receipt of written instruction from the Consultant. Herbicide applications shall be timed such that no swimming or fishing restrictions are in effect during holidays or weekends. The Contractor shall coordinate his/her activities directly with the Consultant.
 5. The Contractor shall have a Wide Area Augmentation System (WAAS)-enabled GPS receiver (minimum horizontal accuracy of 5 meters) and GPS software in order to upload GPS exchange files that may be included with the written instructions from the Consultant.
 6. If there is not adequate die-back of treated plants, the Consultant may require the Contractor to re-treat these plants at no additional cost to the Board.
 7. The Contractor shall not apply herbicides to Lake Lansing, under contract with any entity other than the Board, without explicit authorization from the Board, unless the Contractor has obtained a separate permit from the Michigan Department of Environment, Great Lakes, and Energy.

8. The Contractor shall not apply herbicides to undeveloped shoreline areas or wetlands without explicit authorization from the Consultant.
9. The Contractor shall not apply herbicides to visible fish spawning beds.
10. Any herbicides applied to Lake Lansing must be approved by the Michigan Department of Environment, Great Lakes and Energy and be handled, stored, and applied in a manner consistent with state regulations and manufacturer's instructions. The Contractor is responsible for all postings and notifications required by Michigan Department of Environment, Great Lakes, and Energy permit conditions. Acquisition of drinking water well information is the responsibility of the Contractor.
11. The Contractor's boats, motors, trailers, and herbicide equipment must be thoroughly washed before launching into Lake Lansing. Due to shallow lake depths in portions of Lake Lansing, the use of air boats or shallow draft watercraft may be required.

BID FORM

BID DATE: 1:30 p.m., January 5, 2024

BID TO: Meridian Township Clerk's Office
Municipal Building
5151 Marsh Road
Okemos, MI 48864

BID FROM: _____
(Company Name of Bidder)

(Company Address)

(Telephone Number)

In compliance with your invitation for bids, bidder hereby proposes to perform all work related to aquatic herbicide treatments of Lake Lansing, Charter Township of Meridian, Ingham County, Michigan, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Further, the bidder also certifies that he/she has examined the contract documents and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance.

The bidder understands that the acreages listed are approximate only and subject to either increase or decrease. The bidder agrees that the unit prices named will be used if additions or deductions are made to the quantity of work. Unit price adjustments shall be proportional to adjustments in dose. For example, if triclopyr granular is used at a rate of 200 pounds per acre instead of the bid rate of 160 pounds per acre, the unit cost would be increased by 25% ($200/160 = 1.25$).

The bidder shall include and be deemed to have included in his bid all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the bid date.

With the exception of the permit application fee, all work described in the contract documents and required for completion of the project shall be considered as incidental work unless designated as a pay item on the Bid Form.

The undersigned, having familiarized himself/herself with the instructions to bidders and the specifications, hereby proposes to perform everything required and to provide and furnish all of the labor, materials, equipment, and all utility and transportation services necessary to perform and complete all the work required for aquatic herbicide treatments of Lake Lansing in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Item	Quantity	Unit Price	Total
Triclopyr granular (160 lbs/acre)	5 acres	\$ _____/acre	\$ _____
Triclopyr liquid (3 gal/acre)	25 acres	\$ _____/acre	\$ _____
ProcellaCOR EC	384 fl. oz.	\$ _____/3.2 fl. oz.	\$ _____
ProcellaCOR EC (19.2 fl. oz./acre) with Diquat dibromide (1 gal/acre)	25 acres	\$ _____/acre	\$ _____
Diquat dibromide (1 gal/acre)	100 acres	\$ _____/acre	\$ _____
Diquat dibromide (2 gal/acre)	5 acres	\$ _____/acre	\$ _____
Flumioxazin (200 ppb)	5 acres	\$ _____/acre	\$ _____
Flumioxazin (100 ppb) with contact herbicides	5 acres	\$ _____/acre	\$ _____
Algae control (Copper sulfate)	20 acres	\$ _____/acre	\$ _____
Algae control (Chelated copper products)	20 acres	\$ _____/acre	\$ _____
Macro-algae control: copper products only	10 acres	\$ _____/acre	\$ _____
Wild celery control: chelated copper complex liquid	5 acres	\$ _____/acre	\$ _____
Phragmites control	1 acre	\$ _____/acre	\$ _____
Loosestrife control	1 acre	\$ _____/acre	\$ _____

Sum Total: _____ **Dollars \$** _____

Payment in 2024 - 2026 will be made based on the bid unit prices. Annual contract extensions are contingent upon the discretion of the Township.

In the interest of expediting the award of this contract, the undersigned may be required to show that he/she has performed work similar to that included under the proposed contract for which this bid is offered.

In submitting this bid, it is understood that the right is reserved by the Board to reject any and all bids and to waive defects in the bids.

Signed this _____ day of _____, 2024.

SIGNATURE _____

NAME AND TITLE: _____
 (Printed) _____

The contractor's agreement to pay prevailing wage rates is one relevant consideration that Meridian Township may make in its determination of which bidder should receive this contract. Meridian Township may thus consider in awarding this contract whether any contractor voluntarily pays employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area.

Will the bidder voluntarily pay its employees and sub-contractors, directly upon the site of work, at least the prevailing wages and fringe benefits as determined and published by the United States Department of Labor for the Ingham County area. **Please circle one below:**

Yes or No

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Charter Township of Meridian, hereinafter called the " Township," and _____, hereinafter called the "Contractor," to wit:

1. That the bid form, instructions to bidders, specifications, and addenda hereto attached or herein referred to, shall be and are hereby made a part of this agreement and contract.
2. That the Contractor shall furnish all labor, materials, and equipment necessary and do all the work as set forth in the bid according to the specifications and contract documents, which have hereinbefore been made a part of this contract in a manner, time, and place as herein set forth. If the Contractor fails or omits to complete all of the requirements of this contract, he/she shall be responsible for corrections.
3. That the Contractor shall indemnify the Township, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, including Contractor’s own employees and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting from negligent acts or omissions of Contractor, any Subcontractor, or any employee, agent or representative of Contractor.
4. That the term of the contract is effective from the date above written until December 31, 2026, with annual contract extensions being contingent upon the discretion of the Township.

IN CONSIDERATION WHEREOF, said Board promises and agrees to compensate said Contractor at the unit price amounts listed in the attached bid, dated _____, 2024.

Payments shall be made upon satisfactory completion of the aquatic herbicide treatments based on a review of the payment submittal forms and approval by the Consultant.

For the faithful performance of all of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves and their successors, heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

CHARTER TOWNSHIP OF MERIDIAN:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
(Printed)

CONTRACTOR:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____
(Printed)

APPENDIX A

BIDDER QUESTIONNAIRE

Lake Lansing Aquatic Herbicide Treatment Program

Bidder: _____

1. Provide a list of applicators employed by your company and their respective dates of certification by the Michigan Department of Agriculture and Rural Development.
2. During 2023, how many lakes in the various size categories listed below did you treat with herbicides?
 - a. 1 to 10 Acres: _____ Lakes
 - b. 11 to 100 Acres: _____ Lakes
 - c. 101 to 500 Acres: _____ Lakes
 - d. Lakes > 500 Acres: _____ Lakes
3. Please attach a complete listing of equipment proposed to be utilized for the herbicide treatment program on Lake Lansing.
4. Please attach a listing of a minimum of three references of previous work. For each project, provide a contact person with phone number and include the lake name, county, lake surface acreage, treatment area acreage, plants targeted for control, herbicides applied, and Michigan Department of Environmental Quality permit number.

Signed this _____ day of _____, 2024.

Signature: _____

Name and Title: _____

(Printed) _____

APPENDIX B

Lake Lansing Aquatic Herbicide Treatment Pay Submittal Form

Date of Treatment: _____

Shade, color, or hatch area(s) on attached map for each chemical.

Show your shading, coloring, or hatching scheme here: _____

	CHEMICAL USED	METHOD OF APPLICATION	RATE OF APPLICATION (ex. 100 lbs/acre; 2.6 lbs/acre-foot)	TREATMENT AREA SIZE (acres)	AVERAGE DEPTH (feet)	TOTAL AMOUNT (ex. 4 gallons, 10 lbs.)	FOR CONTROL OF: (Plant and/or Algae names)
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						
<input type="checkbox"/>	Chemical Brand: Generic Name:						

Signature of applicator: _____
 _____ (printed)

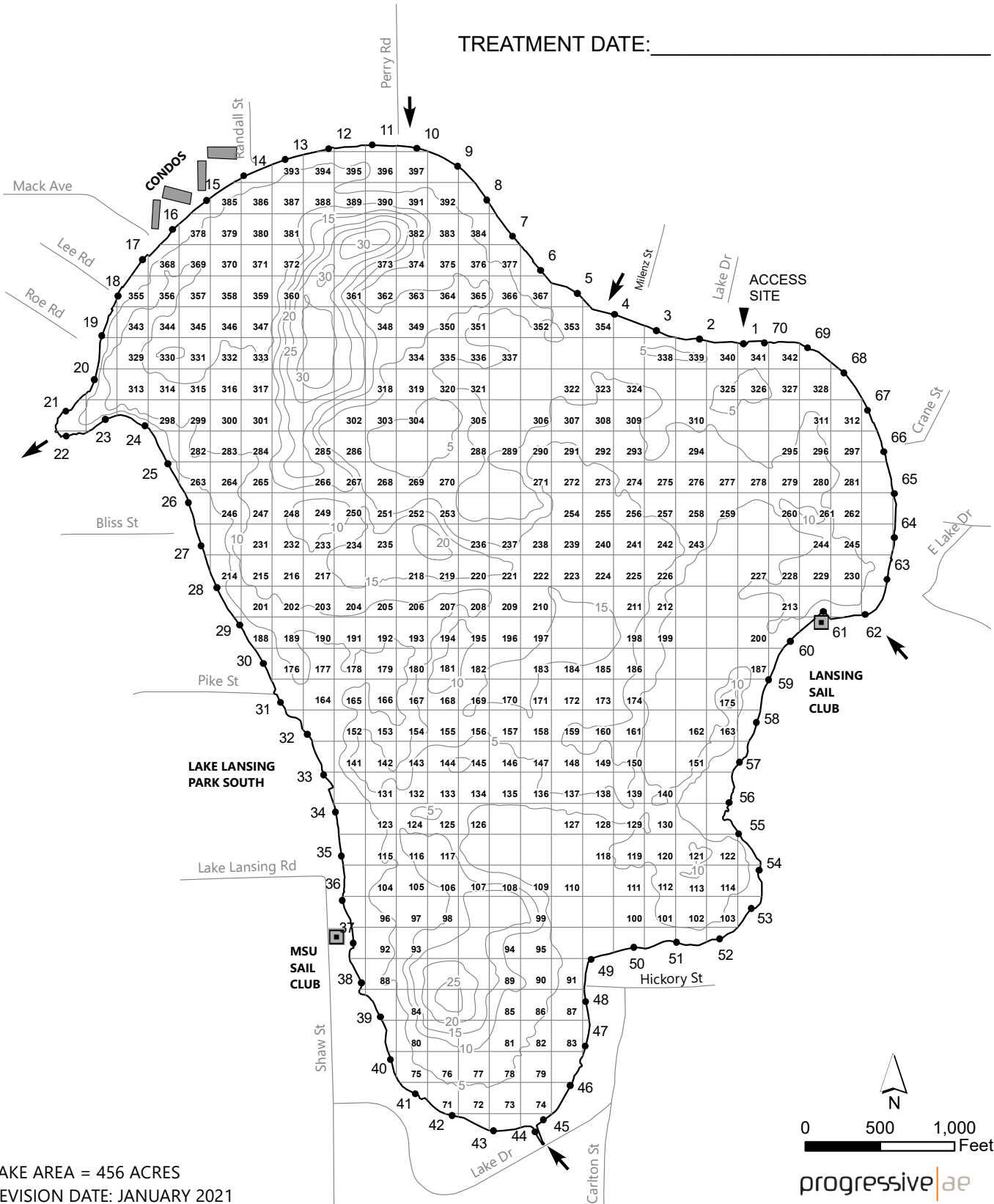
Complete all portions of this document, including treatment map, and upload with invoice to:

water.progressiveae.com

☐ = 1 ACRE GRID

LAKE LANSING INGHAM COUNTY, MICHIGAN PAY SUBMITTAL MAP

TREATMENT DATE: _____



LAKE AREA = 456 ACRES
REVISION DATE: JANUARY 2021