

**Bid Documents for
Aquatic Plant Herbicide Treatments
of Lloyd's Bayou
Ottawa County, Michigan**

Prepared For:

Lloyd's Bayou Lake Board
c/o Ottawa County Water Resources Commissioner
12220 Filmore, Room 401
West Olive, MI 49460

Prepared By:

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

Project No:

71880001

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INVITATION FOR BIDS

The Lloyd's Bayou Lake Board will be accepting sealed bids for aquatic plant herbicide treatments of Lloyd's Bayou, Ottawa County, Michigan. All bids shall be submitted to:

Lloyd's Bayou Lake Board
c/o Paul Hausler
Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI 49525

by 2:00 pm on September 22, 2023.

Bids shall not be accepted by email or fax.

Lloyd's Bayou Lake Board

INSTRUCTIONS TO BIDDERS

1. The Owner is the Lloyd's Bayou Lake Board, 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; email: 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 Environment, Great Lakes, and Energy 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:

Lloyd's Bayou	Sealed Bid
Aquatic Herbicide Treatments	Do not open until 2:00 pm on September 22, 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.

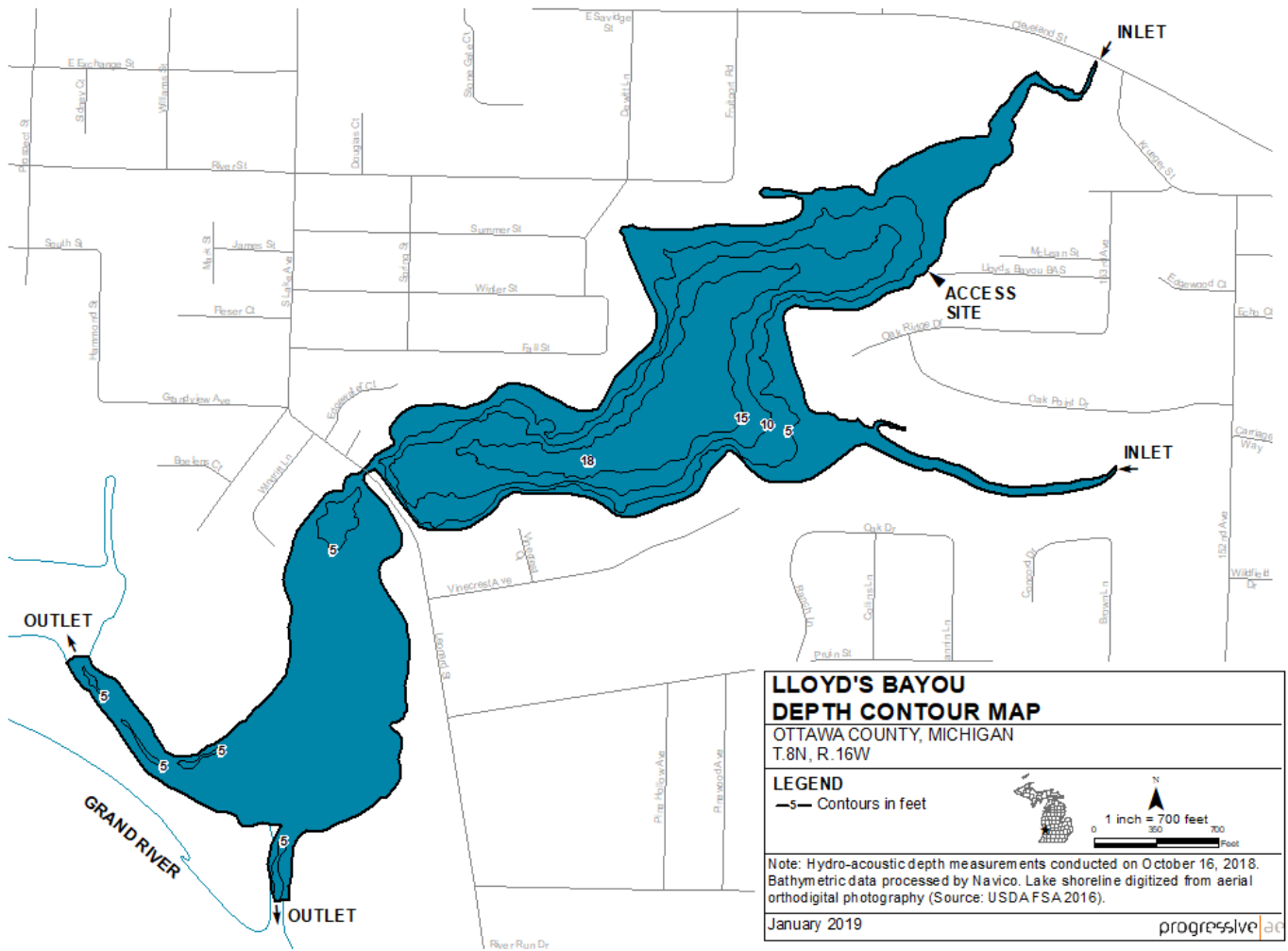
9. Bids will be evaluated based upon cost, prior experience, and equipment. In submitting this bid, it is understood that the right is reserved by the Board to reject any or all bids, to award the Contract to other than the low bidder, to waive irregularities and/or formalities, and in general, to make 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.

Lloyd's Bayou Lake Board

INFORMATION FOR BIDDERS

- Lloyd's Bayou is located in Village of Spring Lake and Spring Lake Township, Ottawa County, Michigan (T8N; R16W). The lake has a surface area of approximately 106 acres and a volume of 705 acre-feet. A depth contour map of Lloyd's Bayou is provided in Figure 1.

Figure 1: Lloyd's Bayou 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 Lloyd's Bayou. The application for permit shall be submitted to the Michigan Department of Environment, Great Lakes, and Energy prior to February 1, 2024. A copy of said permit, in its entirety, shall be submitted to the Consultant by April 1st of each year if this contract is valid. Upon issuance of said permit, the Contractor shall be reimbursed the cost of the permit application fee.

b. The Contractor shall furnish satisfactory proof of insurance coverage including:

Commercial General Liability policy in the amount of \$1,000,000 combined single limit per occurrence and aggregate, including contractual liability. 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 Lloyd's Bayou Lake Board and Progressive AE as additional insured.

Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence. No fault coverage complying with statutory requirements of the State of Michigan are also required.

Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan. Employee's liability coverage shall be in the minimum amount of \$500,000 per occurrence.

Certificates of insurance for the coverage shall be delivered to the Consultant by April 1st 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 ten (10) working days prior to the expiration date.

c. 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.

2. The project timeframe is from 2024 through 2028.

3. Primary nuisance species being targeted for control in Lloyd's Bayou include Eurasian milfoil, curly-leaf pondweed, purple loosestrife. Approximately 50 acres of Lloyd's Bayou 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 ten (10) 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 Lloyd's Bayou, 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 Lloyd's Bayou 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 Lloyd's Bayou. Due to shallow lake depths in portions of Lloyd's Bayou, the use of air boats or shallow draft watercraft may be required.

BID FORM

BID DATE: September 22, 2023

BID TO: Lloyd's Bayou Lake Board
c/o Paul Hausler
Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI 49525

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 Lloyd's Bayou, Village of Spring Lake and Spring Lake Township, Ottawa 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 2,4-D amine 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 Lloyd's Bayou in a workmanlike manner, all in accordance with the specifications at and for the following named price to wit:

Item	Quantity	Unit Price	Total
2,4-D amine (160 lbs/acre)	1 acres	\$ _____/acre	\$ _____
Triclopyr granular (160 lbs/acre)	1 acres	\$ _____/acre	\$ _____
Triclopyr liquid (3 gal/acre)	5 acres	\$ _____/acre	\$ _____
ProcellaCOR EC	160 ounces	\$ _____/3.2 oz	\$ _____
ProcellaCOR (19.2 fl oz/acre) with Diquat dibromide (1 gallon/acre)	15 acres	\$ _____/acre	\$ _____
Diquat dibromide (1 gallon/acre)	20 acres	\$ _____/acre	\$ _____
Diquat dibromide (2 gal/acre)	10 acres	\$ _____/acre	\$ _____
Flumioxazin (100 ppb) and contacts	10 acres	\$ _____/acre	\$ _____
Algae control (Copper sulfate)	20 acres	\$ _____/acre	\$ _____
Algae control (Chelated copper products)	20 acres	\$ _____/acre	\$ _____
Macro-algae control: copper products only	1 acres	\$ _____/acre	\$ _____
Macro-algae control: copper and hydrothol	1 acres	\$ _____/acre	\$ _____
Water lily control (1,600 sq. ft. section)	3 1,600-SF sections	\$ _____/section	\$ _____
Wild celery control: chelated copper complex liquid (9 gal/acre)	10 acres	\$ _____/acre	\$ _____
Phragmites control	1 acres	\$ _____/acre	\$ _____
Loosestrife control	10 acres	\$ _____/acre	\$ _____

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

Payment in 2024 - 2028 will be made based on the bid unit prices. Annual contract extensions are contingent upon mutual agreement of the Board and Contractor.

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 _____, 202__ .

SIGNATURE _____

NAME AND TITLE: _____
(Printed)

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the Lloyd's Bayou Lake Board, hereinafter called the "Board," 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 Board, 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, 2028, or earlier, by mutual agreement of the Board and Contractor.

IN CONSIDERATION WHEREOF, said Board promises and agrees to compensate said Contractor at the unit price amounts listed in the attached bid, dated _____, 2023.

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.

LLOYD'S BAYOU LAKE BOARD:

By: _____
(Signature) (Date)

Name: _____
(Printed)

Title: _____
(Printed)

CONTRACTOR:

By: _____
(Signature) (Date)

Name: _____
(Printed)

Title: _____
(Printed)

APPENDIX A

BIDDER QUESTIONNAIRE

Lloyd's Bayou 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 Lloyd's Bayou.
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 Environment, Great Lakes, and Energy permit number.

Signed this _____ day of _____, 2023.

Signature: _____

Name and Title: _____

(Printed) _____

APPENDIX B

Insert Pay Sub Form Here.....