

**2019 SPECIFICATIONS FOR INDIVIDUAL SPRAYING
PROJECTS ON BIG CICERO CREEK REGULATED DRAIN
FOR THE BIG CICERO CREEK JOINT DRAINAGE BOARD**

INCLUDES: Inviting Sealed Bids
Instructions to Bidders
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Proposal
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Certificate of Non-Segregated Facilities
Non-Discrimination Clause
Contract

INSTRUCTIONS TO BIDDERS

TITLE AND LOCATION OF THE WORK: The work on this contract is identified as: The Spraying of Big Cicero Creek Regulated Open Drain for the Big Cicero Creek Joint Drainage Board. The location of said spraying, being in Tipton County, Indiana.

SEALED BIDS: Each bid shall be submitted in a sealed envelope addressed to the Big Cicero Creek Joint Drainage Board c/o Tipton County Surveyor, 101 E. Jefferson Street, Tipton, Indiana, 46072, by 3:00 P.M. on July 23rd, 2019; then opened at a public meeting on July 24th, 2019 at 9:30 am by the Big Cicero Drainage Board, located in the first floor conference room of the Courthouse in Tipton, Indiana. The envelope shall also bear the name and address of the person or firm submitting the bid and a statement identifying it as “Bid for Big Cicero Creek Spraying Project.”

To submit a bid, the following fully executed documents must be submitted in the sealed envelope:

- Bidders Proposal Form**
- Itemized Bid Form**
- Non-Collusion Affidavit**
- Contract**
- Certificate of Non-Segregated Facilities**
- Non-Discrimination Clause**

NON-COLLUSION AFFIDAVIT: Each bid proposal shall include a properly executed Non-Collusion Affidavit as required by the Statutes of the State of Indiana.

INSURANCE: The Contractor shall be required to carry Workmen’s Compensation and Employee’s Liability Insurance in amounts and with companies satisfactory to the Owner. In addition, the Contractor shall be required to carry Comprehensive Public Liability and Property Damage Insurance, the minimum limits of which shall be as follows:

\$1,000,000.00 Combined Single Limit - Bodily Injury and Property Damage.

Insurance is required as a measure of protection and the Contractor’s liability is not to be limited by the amounts specified in the insurance policies. The Contractor will be required to furnish Proof of Insurance to the Owner prior to the award of the Contract.

AWARD AND EXECUTION OF CONTRACT: Award of the contract, or rejection of all bids, will be made within a period not to exceed sixty (60) days after bid opening.

PROPOSALS: Bid proposals shall be submitted on the forms provided.

LUMP SUM PRICE CONTRACT: The Bidders attention is called to the fact that this is a lump sum price contract for the project. The project will be awarded to the qualified firm on an individual basis by the Board. The final contract price is based on a lump sum, with a price per gallon price of applied chemical if additional work is required as part of this project, determined by the surveyor(s).

INTENT OF CONTRACT DOCUMENTS: The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

INTERPRETATION OF PLANS AND SPECIFICATIONS: If any person contemplating submitting a bid for this work is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, they may submit a written request to the Owner for interpretation thereof. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of addendum will be mailed or delivered to each person receiving a set of contract documents. The Owner will not be responsible for any other explanations or interpretation of the Contract Documents.

ADDENDA: Any addenda issued during the time of bidding, or forming a part of the contract documents given to the bidder of preparation of his proposal, shall be covered in the proposal and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged and attached to the proposal.

SPECIAL PROVISIONS

The Contractor shall be licensed and certified by the Indiana State Chemist Office in Category 5 and/or Category 6. The bid shall be accompanied by a copy of the Contractor's current license with the Indiana State Chemist Office as both a certified applicator and a certified operator. All contractor employed personnel making an application on Tipton, Hamilton, Boone or Clinton County Rights of Way must be certified by the Indiana State Chemist Office. This proof of licensure must be submitted with the bid.

The spraying shall consist of the furnishing of all labor, herbicides, surfactants, equipment and any other material necessary for a ground applied herbicide treatment. The Contractor shall maintain and furnish to the owner a spray log, which shall contain the following information:

- Date Herbicide Applied
- Common Name and Trade Name of Herbicide Applied
- Specific Location Herbicide Was Applied
- Formulation and Rate of Application of Applied Herbicide
- Temperature at Time of Application
- Wind Speed and Direction
- Name of Licensed Operator/Applicator
- Address of Licensed Operator/Applicator
- Telephone of Licensed Operator/Applicator
- Signature of Licensed Operator/Applicator

The spray log shall be filed with the Owner prior to any claims being paid. **The Contractor shall provide at least a ninety percent (90%) kill on all brush and woody vegetation designated to be sprayed along the ditch banks.** The brush must be listed on the label of the herbicides applied and the brush must be less than 15 feet in height to be counted in the 90% control. The spraying shall include **all** brush, trees and stumps located on the ditch banks. If, in the opinion of the Surveyor, the percentage of kill is below the 90% control level, the **contractor shall at his own expense** re-spray all brush along the length of the drainage ditch.

The Contractor shall not be permitted to cut fences for the purpose of gaining access to the ditch banks. It shall be the Contractor's responsibility to secure proper permission from affected landowners for access to the ditch banks. The Big Cicero Creek Joint Drainage Board will provide property owner information to the Contractor for this purpose.

SCOPE OF WORK:

From the intersection of Big Cicero Creek and U.S. 31 (Tipton County), going East for an approximate total of 138,000 feet (69,000 feet each side of the creek); spraying on both sides of the Creek to the intersection of County Road 600 South (Hamilton – Tipton County Line).

SPRAYING LIMITS: All cattails and broadleaf weeds on and along the drainage ditch shall be sprayed, including the cattails, and broadleaf weeds and stumps growing on the ditch bottom, the ditch banks, and on the area within twenty (20) feet, measured horizontally, from the top of the banks, in accordance with the recommendation provided by the spray manufacturer. No agricultural crops within the indicated area shall be sprayed. In the case of a tile drain, the spray

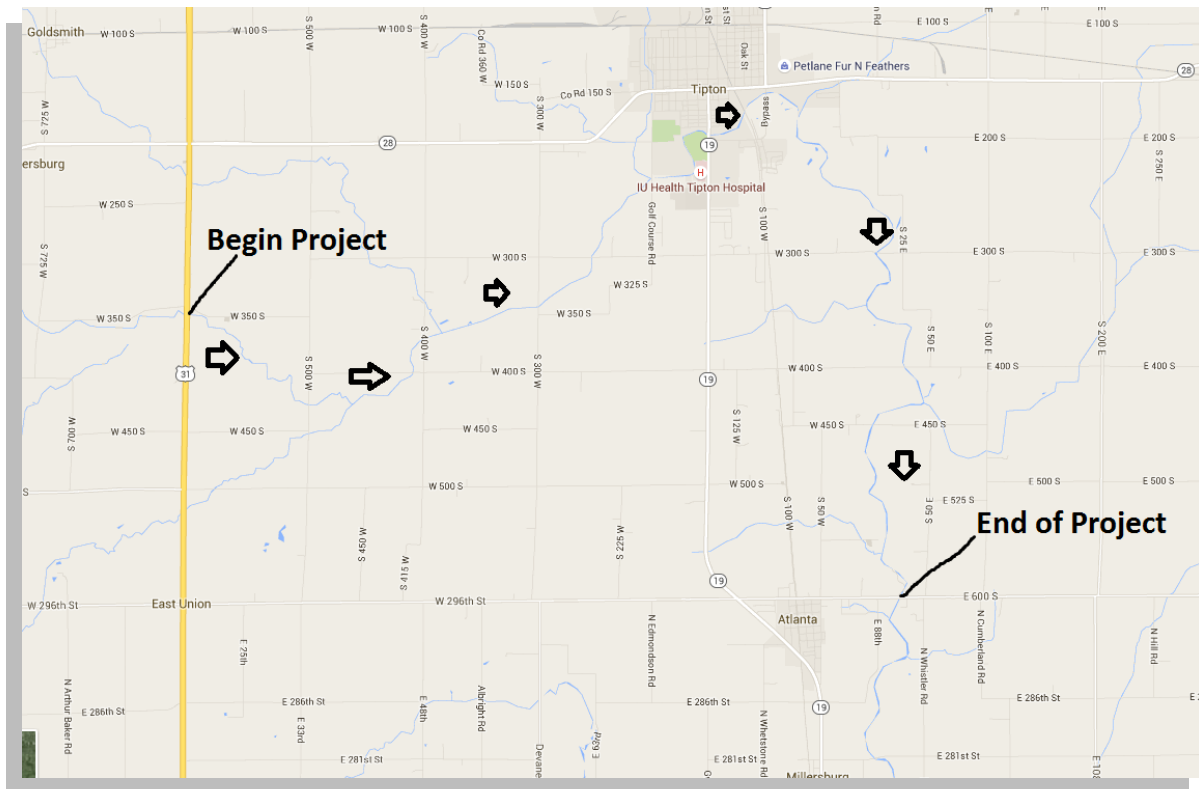
limits shall be thirty (30) feet centered over the tile. The contractor may at his discretion skip any area which he feels presents a safety hazard if treated. Area skipped should be reported. In areas where building, lawns, and cultivated areas are present the contractor will be responsible for spraying only the area between the top of the ditch bank and adjacent utilized property.

The Contractor is cautioned to use only those herbicides which are currently permitted under the guidelines of the Indiana State Chemist's Office and Environmental Protection Agency in a manner consistent with the manufacturer's recommendations as stated on the herbicide label.

The Contractor is to execute the attached itemized bid form and all other forms required and included in these specifications.

All of the contractor's operations shall be conducted within the right of way limits of the drain (i.e., 75 feet from top of bank).

Foliar spraying must be done when foliage is 100% leafed-out and completed between April 15 and September 20, 2019. Any changes in the time frame must be submitted to and approved in writing by the Tipton County Surveyor.



ITEMIZED BID FORM

The following prices will be used for the work specified in the scope of work for the Big Cicero Creek Joint Drainage Board.

LUMP SUM COST OF PROJECT \$ _____ **Lump Sum**

APPLICATION RATE (Ala Cart Areas)

100 Gallon Mix (Foliage Spraying) \$ _____ **PER GALLON**

- ½ gallon Garlon 3A EPA Reg. # 62719-37
- 2 oz. Escort XP EPA Reg. # 352-439
- 1 quart TCD Invade 90 a non-ionic surfactant
- 4-12 oz TCD Mistrol 336 as needed for drift control or equivalent

BIDDER: _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

FEDERAL I.D. NUMBER: _____

SPRAY LOG

NAME OF DRAIN:

LOCATION:

DATE

TEMPERATURE

WIND SPEED
and
DIRECTION

COMMON NAME OF HERBICIDE

TRADE NAME OF HERBICIDE

FORMULATION and RATE of
APPLICATION

NAME:

ADDRESS:

TELEPHONE:

SIGNATURE:

COMMENTS:

PROPOSAL

Pursuant to invitation that Big Cicero Creek Joint Drainage Board, meeting in Tipton County, Indiana will receive sealed bids for the following:

**DRAIN MAINTENANCE SPRAYING PROJECT
FOR THE BIG CICERO CREEK JOINT DRAINAGE BOARD**

The undersigned hereby tenders this bid to perform and complete said project in accordance with the plans, profiles, drawings and specifications now on file in the office of the Tipton County Surveyor; to furnish all necessary machinery, equipment, tools, labor and other means of performance, and to furnish all material specified, in the manner and at the time prescribed, and under the supervision and direction of the Surveyor or his duly authorized representative; complete the improvement on or before the date or dates specified in the Specifications.

The undersigned has filled in the Itemized Bid Form with the prices for each item listed; has executed the form of the Contract filed herewith as part of this Proposal, for the proposed work, to be in full force and effect from the date of the signatures of the Big Cicero Creek Drainage Board. The undersigned has also properly executed the Non-Collusion Affidavit.

WITNESS our hands this _____ day of _____, 2019.

NAME: _____

ADDRESS: _____

BY: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned having executed the attached bid for and on behalf of himself/herself or themselves, being first duly sworn says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreements with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding in any way or manner whatsoever.

He/She further says that no person or person, firms or corporations has, have or will receive directly or indirectly any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder

For _____
Firm or Corporation

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 2019.

Notary Public

Resident of _____ County

My Commission Expires:

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certificate will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification the term "Segregated Facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurant and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The Bidder agrees, that (except where has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certification in his/her files.

Name of Bidder

By: _____

Title: _____

Address: _____

NON-DISCRIMINATION CLAUSE

Pursuant to I.C. 5-16-6-1 and all acts amendatory thereto, this agreement entitled "Non-Discrimination Clause" is hereby incorporated in and made a part of a construction contract hereinafter called "this contract" dated _____, between the Big Cicero Creek Drainage Board, who expect to finance this contract with public works funds and/or special assessments, and the undersigned _____, hereinafter called the "Contractor".

During the performance of this contract, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontractor hereunder, neither the Contractor, subcontractors, not any person acting on behalf of the Contractor or subcontractor shall, by reason or race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
2. That neither the Contractor, subcontractor, nor any person on his/her behalf shall in any manner discrimination against or intimidate any employee hired for the performance of work under this contract on account of race or color;
3. That there may be deducted from the amount payable to the Contractor by the State of Indiana or by any local governmental unit thereof, under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract and;
4. That this contract may be canceled or terminated by the State of Indiana or by any local governmental unit thereof and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

Signed this _____ day of _____, 2019.

Contractor: _____

By: _____

Title: _____

CONTRACT

THIS AGREEMENT, made and entered into by the between the Big Cicero Creek Joint Drainage Board, as party of the first part, hereinafter called the "Owner" and _____, as party of the second part, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary to fully perform and complete the work designated as follows:

**BIG CICERO CREEK TIPTON SPRAYING PROJECT
FOR THE BIG CICERO CREEK JOINT DRAINAGE BOARD**

according to the specifications, and any supplemental or special provisions set out or referred to in the Contractor's attached Proposal, and hereby agrees to pay the Contractor therefore, for the actual amount of work done and materials in place, as measured by the Surveyor or his duly authorized representative, at the price stated in the Contractor's attached Itemized Quote Proposal dated _____, which sums the Contractor agrees to accept as full payment for such project; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal of the Contractor together with the plans, standard and supplemental specifications and special provisions herein designated and referred to, are hereby made a part of the Contract the same as if herein fully set forth; and

That the Contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Surveyor, in an amount not to exceed Eighty Five Percent (85%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished or other services rendered in carrying forward, performing and the completing of this contract, and such estimates shall also be subject to the provisions of the Standard Specifications on file in the office of the Tipton County Surveyor and made a part hereof; and that before any final estimate is paid to the Contractor, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the Owner from his/her final estimate of sums sufficient to cover such indebtedness, which sums may be held until such indebtedness is settled, or until the conclusion of any litigation in the relation thereto filed within such period; and that no moneys due on this final estimate shall be paid until the work is fully completed and accepted as provided in the Specifications.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand this _____ day of _____, 2019.

Contractor

STATE OF INDIANA)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledge the execution of the foregoing, this _____ day of

_____, 2019.

Notary Public

Resident of _____ Co., IN

My Commission Expires: _____

IN TESTIMONY WHEREOF, the Big Cicero Creek Drainage Board does hereby accept the foregoing agreement and has herewith set their hands this _____ day of _____, 2019.

BIG CICERO CREEK DRAINAGE BOARD

Mark Heirbrandt

Brad Bagwell

Jim Mullins

Don Law

Scott Shoemaker

Attest:

Kristi Hinkle, Secretary, Big Cicero Creek Joint Drainage Board