

CLINTON COUNTY ROAD COMM.

3536 S. US Highway 27

Saint Johns, MI 48879

**CATCH BASIN CLEANOUT SPECIFICATIONS AND BID DOCUMENT**

The Clinton County Road Commission, at their office, 3536 S. US Highway 27, St. Johns, Michigan, for sweeping services, will open sealed bids at **10:00 am on February 21, 2018.**

**Bid prices are to be indicated on this document and submitted in a sealed envelope marked "CATCH BASIN CLEANOUT" and shall include the name and address of the bidder.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ph Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

**BID PER CATCH BASIN CLEANOUT \$** \_\_\_\_\_

**TOTAL BID FOR ALL 444 CATCH BASINS \$** \_\_\_\_\_

The bidder will be responsible for CDL compliance of any and all employees/subcontractors used in fulfilling the bid obligation.

**I. ADMINISTRATIVE PROCEDURES**

**Definitions**

The Road Commission refers to the Clinton County Road Commission.

Vendor refers to any business entity, which had bid for, but has not yet been awarded a contract with the Clinton County Road Commission.

Contractor refers to a vendor as defined above which has been awarded a contract by the Road Commission for catch basin cleanout.

Contract Administrator refers to the Road Commission employee directly responsible for inspecting and approving for payment all work performed under this contract.

**Pre-Bid Information**

It is mandatory that each vendor familiarize himself/herself with the project through a field review and review of these contract specifications. The Road Commission contact is Brian Betz. He can be contacted at (989) 224-3274 ext. 232 Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

**Detailed Progress Schedule**

All work described in this proposal will be performed between May 1 and September 30 of the current year within the contract period as conditions warrant. The contract period will extend from the date of execution and end on September 30 of the current year. Work must be performed in accordance with the progress schedule submitted at the Pre-Maintenance Meeting and described below. The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the Contract Administrator may result in a Complaint to Vendor and a meeting with the contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

**Pre-Maintenance Meeting**

After the low bid has been determined, a meeting with that vendor and the Contract Administrator will be held at a location designated by the Road Commission. The purpose of the meeting will be for that vendor to present the following required detailed information to the Road Commission for review prior to the award of the contract.

- A. Equipment list indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" on page 4 of this document. All equipment must be in the vendor's possession, available for use and fully operational, prior to the Pre-Maintenance meeting. The vendor must provide an equipment list and any lease contracts at the Pre-Maintenance Meeting.
- B. Schedule of operations - personnel and hours.
- C. Name(s) of supervisors, 24 hour contact telephone numbers, and best contact time.
- D. Progress schedule listing locations where cleaning will occur including a schedule of work to be completed each day. Equipment failure will not constitute an acceptable reason for deviating from the progress schedule. This schedule must be approved by the Department at the Pre-Maintenance Meeting. Adjustments to this schedule including any weather-related deviations must be approved by the Contract Administrator.
- E. Safety Program, including traffic control plan.
- F. Name/location of Type II disposal site for waste material.
- G. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the Purchasing Unit prior to the Pre-Maintenance Meeting.

Any misrepresentation of ability to perform the work as described in this contract by the contractor will be grounds for immediate termination. In such case, the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.

Vendors who cannot demonstrate the ability to perform the work according to these specifications shall have their bid rejected, and the contract will be awarded to the next lowest responsible bidder.

**Rejecting Bids**

The Road Commission retains the right to reject any or all bids, to waive technicalities, to request new proposals or to proceed to do the work otherwise, if the best interest of the Road Commission will be promoted thereby. The exercise of said right will not result or entitle vendors to costs for the preparation of the bid proposal or anticipated profits if the contract had been awarded to them.

**Minimum Insurance Requirements**

Contractors working within the road right-of-way must have a valid certificate of Worker’s Compensation Disability Insurance and Liability Insurance naming the Clinton County Road Commission, Employees, and Commissioners as “additional insured” and shall be on file at the Road Commission office before work begins. Minimum requirements are:

Auto Liability Owned & Non-owned	\$1,000,000 Bodily Injury/Property Damage including statutory Michigan No-Fault and Uninsured Motorists
General Liability	\$1,000,000 Bodily Injury - each person \$1,000,000 Bodily Injury – each accident \$1,000,000 Property Damage – each accident \$1,000,000 Single Limit Policy
Workers’ Compensation	Statutory coverage/\$1,000,000 Employers Liability

**References**

Each bidder must provide a listing of three references of previous work experience including the company name, address, phone number, and contact person.

**II. DESCRIPTION OF WORK**

**Catch Basin Cleaning**

The contractor shall provide catch basin clean out of specified catch basins under the jurisdiction of the Road Commission in accordance with requirements stated herein. The contractor shall also furnish supervision and all labor, equipment, transportation, disposal of waste materials and incidentals necessary, to satisfactorily perform the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.

**Catch Basin Clean Out Services Included But Are Not Limited To The Following:**

One cleaning shall take place in a period between May 2 and September 30 of the current year. The contractor is required to check all drainage structures and catch basins to determine the amount of material in them and clean all structures and catch basins with 2” or more of material therein. If outlets of structure or catch basins are plugged or in need of repair, contractor is to log location and report findings to the Contract Administrator. If the catch basin has too much water for the machine to clean, these will also be hand dipped at that time and then sucked up by the machine.

**Disposal of Material**

The contractor is responsible for disposal of all waste material.

Disposal of catch basin waste material from MDOT trunk lines must be disposed at a licensed Type II landfill. These materials shall not be stored or stockpiled on MDOT or Clinton County Road Commission property or right of way at any time.

The contractor, however, must provide documentation to the Contract Administrator that the material was disposed of properly.

The contractor should be aware that some landfills require testing. All costs to dispose of the material as well as required tests by the landfill owner will be paid by the contractor and included in the bid price.

## **Equipment Requirements**

### General

The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the cleaning operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. Under no circumstances shall the Road Commission be responsible for any damage to the contractor's equipment due to obstacles encountered.

### GPS/GIS System

Each structure and/or area of curbing shall be located with a Quality Stand Alone GPS (Global Positioning System). Such as:

\*Trimble GeoExplorer CE Series Model GeoXT, or Approved equivalent. Accuracy – 3' or less.

Data from the Quality Stand Alone G.P.S. receiver for each catch basin cleaned shall be recorded on excel spreadsheets (sample provided at the end of this document) and supplied electronically via e-mail, disk or CD. Corrected inventory spreadsheets shall be submitted with each invoice for payment. Data shall consist of a unique number/letter for each structure with corresponding coordinate. An accuracy statement and description and description of coordinate system used shall be included on inventory sheets.

### Type of Equipment

The contractor shall be required to use equipment approved through an acceptable demonstration of the equipment's capabilities, suitability and condition to the Road Commission. Demonstrations will be at no cost to the Road Commission.

### Safety

All equipment shall meet all federal, state and local safety requirements. Equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute. Under no circumstances shall the Road Commission be responsible for any damage to the contractor's equipment due to obstacles encountered.

### Rejection for Lack of Proper Equipment

Prior to awarding of the contract, the Contract Administrator shall perform an equipment inspection. Vendors who bid on this project and in the opinion of the Road Commission do not have proper and/or sufficient equipment and personnel to do the work within the time limits required will be rejected and the next low responsive bidder will be allowed to demonstrate the ability to perform the work.

**Maintaining Traffic**

Traffic shall be maintained in accordance with current Michigan Department of Transportation (MDOT) Standard Specifications for Construction, and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All operations shall be conducted in a manner that requires unnecessary crossing of the roadway. All equipment not in use may be temporarily parked on limited access freeway right-of-way at a location approved by the Contract Administrator, but not within the median or closer than nine 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator.

A current copy of MDOT Standard Specifications for Construction and MMUTCD can be obtained from the following:

Financial Services Division  
Bureau of Finance  
Michigan Department of Transportation  
P.O. Box 30050  
Lansing, MI 48909

**Public Convenience and Safety**

The contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The contractor shall be responsible for all CDL compliance of his/her employees. The contractor shall take any other actions, on either his/her own responsibility or as directed by the Contract Administrator, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

**Days/Hours of Operation**

All work shall be performed during daylight hours only, unless prior approval is obtained from the local governing Municipality and the Contract Administrator. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator. Work shall not be permitted during holiday periods in accordance with the current Standard Specifications for Construction.

**Damages**

The contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

The contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator. Damage to traffic control devices (signs) shall be reported to the Contract Administrator immediately.

All landscape plant material damaged by the contractor shall be replaced in kind according to current Standard Specifications for Construction and as herein specified. Planting may only be done prior to May 10 of the following year if the damage occurred after May 10. All replacement plants must be maintained during the specified established period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the Road Commission, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.

**Taxes**

The contractor shall include and be deemed to have included in his/her bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date. The Clinton County Road Commission employer identification number for tax-exempt status is 38-2859921.

**Deletion of Work**

The Road Commission may delete all or any portion of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

If the contract is terminated, or portion thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

**III. GENERAL CONDITIONS****Work Approval**

The contractor shall notify the Contract Administrator a minimum of forty-eight hours prior to the start of cleaning operations. During the period of cleaning operations, the contractor shall consult the Contract Administrator for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the contractor to make corrections in a satisfactory manner within the time specified.

**Default**

In addition to the cancellation provisions contained in the Standard Terms and Conditions attached, this contract may be terminated due to default. If inspection by the Contract Administrator or his/her representative reveals that the contractor's work results in non-compliance with this contract:

1. The Contract Administrator at the time of the first occurrence of non-compliance shall notify the contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or specifications without prior written approval, the Contract Administrator will prepare a written complaint in which the contractor will be informed in writing of the corrective action required.
2. Should a second non-acceptable condition occur, subsequent to a previous written complaint indicating the required corrective action being issued, a written notice of termination will be sent to the contractor.

Non-compliance includes but is not limited to:

1. Failure of the contractor to meet the requirement specified in the progress schedule without prior approval of the Contract Administrator.
2. Failure of the contractor to perform in accordance with any of the specifications defined above.

The Road Commission reserves the right to bill the contractor for any damages due to the default of the contractor.

**Subcontracting**

No subcontracting will be allowed on this project.

#### IV. PAYMENT

##### **Bid Price for Catch Basin Cleanout**

All cleaning of catch basins shall be paid on a unit price per catch basin per cleaning basis.

The completed work will be paid at the contract unit price for the following contract item which shall be payment in full for all labor, equipment, transportation, water, disposal of sweepings and traffic control to satisfactorily complete the work as described.

##### **Bid Item**

Catch basin cleanout shall be bid on the basis of dollars per catch basin per cleaning.

##### **Method of Payment**

The contractor shall furnish an invoice in duplicate, for services rendered for each month for labor and equipment.

The original invoice and duplicate shall be sent to:

Clinton County Road Commission  
3536 S. US Highway 27  
St. Johns, MI 48879

The billings shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for additions, deletions, or changes in service. The Clinton County Road Commission shall pay the billed amount in accordance with the bid rate, and the payment terms specified in the purchase order which is net 30 days after the later of the invoice date or the date the Contract Administrator certifies the invoice indicative of satisfactory completion of sweeping during this period.

##### **Renewal Option**

The road commission reserves the right to renew the contract a maximum of (2) two additional one-year terms. Each renewal is to be mutually agreed upon by both parties. Pricing, terms, and conditions of the first contract will remain the same for any subsequent one-year renewal period.

##### **Cancellation**

The Clinton County Road Commission may cancel this Contract without facility liability or penalty to the Clinton County Road Commission, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

- 1- Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the Clinton County Road Commission shall have the right to cancel this Contract on behalf of the Michigan Department of Transportation at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The Clinton County Road Commission shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
- 2- Rights and Obligations Upon Termination. If this Contract is terminated by the Clinton County Road Commission for any reason, Contractor shall stop all work as specified in the notice of termination, take any action that may be necessary, or that the Clinton County Road

Commission may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contactor's possession, return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State.

#### V. LOCATIONS OF CATCH BASINS TO BE CLEANED

##### BR-127

- 190 Medians between Sheridan Rd and Walker Rd
- 70 Curb South of Clark Road
- 38 Curb ½ mile South of Townsend Rd to Walker Rd

##### M-21

- 33 Curb in Fowler City Limits
- 57 Curb in St. Johns City Limits
- 6 Curb in Ovid (Hollister Road)

##### US127

- 31 US127 Rest Area
- 19 US127

TOTAL CATCH BASINS: 444

TITLE VI – The CLINTON COUNTY ROAD COMMISSION in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-2222d-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.

**THIS IS A SEALED BID; THEREFORE, WE CANNOT ACCEPT A BID IN THE FORM OF A FAX OR AN EMAIL.**