

CLINTON COUNTY ROAD COMM.

3536 S. US Highway 27

Saint Johns, MI 48879

MICRO-SURFACING SPECIFICATIONS

Sealed bids will be received by the staff of the Clinton County Road Commission until **10:00 a.m. on February 21, 2018** in the Board Room of the Clinton County Road Commission located at 3536 S. US Highway 27, St. Johns, Michigan 48879 at which time and place all bids will be opened and read.

Bids are to be in **sealed envelopes** clearly marked on the outside "**Micro-Surfacing**", with name of bidder. Bids must be submitted on forms furnished by the Clinton County Road Commission.

| |
|--|
| BIDDER: |
| ADDRESS: |
| CITY, STATE, ZIP: |
| CONTACT NAME: |
| PHONE: FAX: |
| DATE: |
| EMAIL: |

| ITEMS OF WORK | UNIT | QUANTITY | PRICE | AMOUNT |
|------------------------------|-------------|----------|-------|--------|
| Micro-Surface, Standard | Square Yard | 15,000 | | |
| Micro-Surface, Single Course | Square Yard | 10,000 | | |
| Micro-Surface, Rut-Fill | Ton | 10 | | |
| | | | | |
| TOTAL AMOUNT: | | | | |
| | | | | |

The undersigned has examined the proposal, specifications 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 and understands that the quantities shown are approximate only and are subject to either increase or decrease. It is the intent of the Clinton County Road Commission to receive bids for micro-surfacing with a renewal option, if mutually agreed upon between the awarded bidder and the Clinton County Road Commission.

The undersigned hereby proposes to furnish all necessary machinery, tools, labor, apparatus and other means of construction, do all the work, furnish all the materials, and for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the proposal therefore and strict conformity with the requirements of the current edition of the Standard Specifications for Highway Construction of the Michigan Department of Transportation and such other general provisions, supplemental specifications and instructions to bidders as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Clinton County Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon in writing before such extra work is begun.

Neither the contractor, or its subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of the work under the contract for this proposal with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height weight or marital status, political affiliations or beliefs, or citizenship, as required by law. The Contractor and all subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act of 1973 (29 USC 794), the Michigan Elliott Larsens Civil Rights Act (MCL 37.2101, et seq.) and the Michigan Handicappers Civil Rights Act (MCL 37.1101, et seq.). The Contractor further agrees to comply with the regulations of the Department of Transportation on Civil Rights, 49 CFR Part 21, issued pursuant to the Civil Rights Act of 1964. Breach of this covenant shall be regarded as a material breach of the contract for work under this proposal. The Contractor further agrees that every subcontract entered into for the performance of work under this proposal, will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each sub-contractor.

The bidder will be responsible for CDL compliance of all employees/sub-contractors used in fulfilling the micro-surfacing specification.

The performance of work under this agreement may be terminated by the Clinton County Road Commission in whole or in part whenever, for any reason, the Clinton County Road Commission shall determine that such termination is in its best interest. Any such termination shall be instituted by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the work under the agreement is terminated and the date on which such termination becomes effective. The Contractor shall be paid for work performed to date of termination. Contractor shall not be entitled to any compensation for lost or anticipated profits for work not performed.

GENERAL PROVISIONS

GENERAL

The Contractor will provide the Clinton County Road Commission with the name and telephone number of its employee in charge for night and weekend calls.

All work will be done in a workmanlike manner and is subject to inspection by the Clinton County Road Commission. The job will be left in a condition acceptable to the Clinton County Road Commission.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

The contractor shall comply with the following:

- A. **Indemnification.** The Contractor shall save harmless, indemnify and defend in litigation, Clinton County, the Board of Clinton County Road Commissioners, the Clinton County Road Commission and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and completion of the work.

- B. **Worker's Compensation Insurance.** The Contractor shall certify before the execution of the contract that it carries Worker's Compensation Insurance. The Contractor must provide a certificate of insurance which shows Worker's Compensation coverage.

- C. **Bodily Injury and Property Damage.** The Contractor, before execution of the contract, shall file with the Clinton County Road Commission, copies of completed certificates of insurance, as evidence that the Contractor carries adequate insurance, satisfactory to the Clinton County Road Commission, 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, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

MINIMUM INSURANCE REQUIREMENTS

Contractors working within the road right-of-way must have a valid certificate of Workers' Compensation Disability Insurance and Liability Insurance naming the Clinton County Road Commission commissioners and employees as "additional insured" and shall be on file at the road commission office before work begins. Minimum requirements are:

| | |
|-------------------|--|
| Auto Liability | \$1,000,000 Bodily Injury/Property Damage (Owned & Non-owned 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

MICHIGAN DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR MICRO-SURFACING

General Description: This work consists of micro-surfacing as specified and defined in the current Standard Specifications for Construction, except as modified herein.

SCHEDULE OF WORK AND COORDINATION

The completion date for all the proposed projects is September 15, 2018. Work is not to proceed until the contractor receives a Notice to Proceed from the Clinton County Road Commission. A pre-construction meeting will be conducted to discuss all construction details including truck haul routes. The Road Commission shall be notified 72 hours in advance of all work activities.

The contract will not be executed until furnishing of the required general liability insurance certificate, worker's compensation insurance certificate and progress schedule.

HOURS OF WORK

Work shall be completed by 6:00 P.M. Monday through Saturday. There shall be no work on Sunday. If the Contractor chooses to work on a Saturday, notification must be given to the Project Engineer 48 hours in advance.

NOTIFICATION OF PROPERTY OWNERS

The Contractor shall be responsible for notifying residents and businesses affected by their work a minimum of 12 hours prior to the commencement of this work. The type, method and content of notification shall be approved by the Project Engineer.

SUBCONTRACTING

Prior to naming a subcontractor for any of the items, the principal contractor must assure himself that each prospective subcontractor meets the following conditions: has sufficient equipment, work force and supervision to complete the designated or specialty items to be subcontracted within the specified time limit and meets with the approval of the Clinton County Road Commission.

TRAFFIC CONTROL

All signing and barricades required shall be the responsibility of the Contractor and shall conform to the requirements for construction signing in the Michigan Manual of Uniform Traffic Control Devices.

WATER SUPPLY

Water shall be available at the Clinton County Road Commission, other than that contractor's responsibility.

SCOPE OF PROJECT

This work shall consist of micro-surface standard and micro-surface single course as deemed necessary by the Project Engineer as specified and defined in the current Standard Specifications for Construction of the Michigan Department of Transportation and such other provisions as part of this proposal on roads and streets specified herein.

LOCATION

Various subdivisions throughout Clinton County.

PAYMENT

Payment will be made 30 days from invoice date pending Road Commission approval.

REMARKS, IF ANY: _____

THE BOARD OF CLINTON COUNTY ROAD COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF SAME, OR TO WAIVE IRREGULARITIES AND INFORMALITIES AND TO MAKE THE AWARD IN PART OR ENTIRETY THAT, IN THE OPINION OF THE BOARD, ARE IN THE BEST INTEREST AND TO THE ADVANTAGE OF THE BOARD OF CLINTON COUNTY ROAD COMMISSIONERS AND THE COUNTY OF CLINTON, MICHIGAN.