

CLINTON COUNTY ROAD COMM.

3536 S. US Highway 27

Saint Johns, MI 48879

**OVERBAND CRACK FILL TREATMENT PROGRAM**

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

***All bids must be submitted in sealed envelopes bearing the name of the bidder, the name of the item being bid, and marked as a "sealed bid".***

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

---

<u>ITEMS OF WORK</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE (per lb)</u>	<u>TOTAL AMOUNT</u>
Overband Crack Fill, Stand Alone	Pounds	150,000 lbs (more or less)	_____	_____

**PLEASE READ AND SIGN:**

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 overband crack fill treatment with an annual 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 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.

I HAVE READ THIS SECTION AND ACKNOWLEDGE ITS CONTENTS.

---

Bidding Contractor Representative

### 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.

A list of roads to be worked on shall be given to the contractor prior to proceeding with work. All roads need to be addressed even if there are few cracks.

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.

The successful bidder will be required to furnish a performance bond in the amount of the total contract price and a lien bond in the amount of the total contract price.

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.

- 1. **Bodily Injury and Property Damage Other Than Automobile.** Unless other-wise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

**Bodily Injury and Property Damage Liability:**

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

- 2. **Bodily Injury Liability and Property Damage Liability Automobile.** Unless otherwise specifically required by special provisions, the minimum limits of bodily injury liability and property damage liability shall be:

**Bodily Injury Liability:**

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

**Property Damage Liability:**

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

**Combined Single limit for Bodily Injury and Property Damage Liability:**

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

SCHEDULE OF WORK AND COORDINATION

The completion date for all the proposed projects is October 16, 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. 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.

If the Contractor chooses to work on a Saturday or Sunday, notification must be given to the Superintendent of Operations 48 hours in advance.

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.

SCOPE OF PROJECT

This work shall consist of stand alone overband crack filling as deemed necessary by the Project Engineer as specified and defined in the current edition of the Standard Specifications for Construction of the Michigan Department of Transportation and such other provisions as part of this proposal on roads throughout Clinton County.

RENEWAL OPTION

The Road Commission reserves the right to renew the contract for additional one-year terms. Each renewal to be mutually agreed upon by both parties. Pricing, terms and conditions of the original contract will remain the same for any subsequent one-year renewal period.

PAYMENT

Payment will be made 30 days from the 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.