

INSTRUCTIONS/PROVISIONS FOR

2012 CHIP SEALS

BID SUBMITTAL DEADLINE: The Bid Submittal Deadline is 1:00pm on Thursday, April 19, 2012. Bids must be submitted in sealed envelopes and should be properly identified with the bid name and name of bidder. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Calhoun County Road Commission (CCRC) office before the Bid Submittal Deadline.

The Bid Opening will be held at 1:00pm on Thursday, April 19, 2012, at the Calhoun County Road Commission, 13300 15 Mile Road, Marshall, Michigan.

CCRC's Contract Administrator is Hershel Stacy. He can be contacted at 269/781-9841, Monday through Friday between the hours of 7:00am and 3:00pm.

SPECIAL PROVISION: This shall be a one (1) year contract with the option to extend for one (1) year with mutual agreement between CCRC and the Contractor.

INFORMED BIDDERS: Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS: Bids not received by the Bid Submittal Deadline are late. Late bids will remain unopened.

CANCELLATION OF CONTRACT: The Calhoun County Road Commission may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. CCRC may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of CCRC and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel the contract without prior written consent of the Calhoun County Road Commission.

FORMATION OF CONTRACT: Bidder's signed bid and CCRC's written acceptance shall constitute a binding contract.

HOLD HARMLESS: Successful Bidder agrees to indemnify, defend, and hold harmless CCRC, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under this contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

PROTECTION OF PUBLIC: Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK: Contractor agrees that CCRC has the right to make all final determinations as to whether the work has been satisfactorily completed.

INSURANCE: Proof of insurance shall be on file at the CCRC Office before any work can begin. Certificate must state that the certificate holder is named additional insured and that the certificate holder be named as follows: Calhoun County Road Commission, Board of County Road Commissioners, its officers, agents and employees, 13300 15 Mile Road, Marshall, Michigan 49068.

The successful bidder shall at all times during this agreement maintain in full force and effect the following types of insurance in at least the limits specified:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Liability	\$300,000 each occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$200,000 each occurrence \$1,000,000 aggregate

The CCRC is exempt from federal and state taxes.

The Contractor shall personally inspect the work or shall have a competent person, at least 18 years of age, at the sites at all time to act for him. Contractor shall insure such person communicates with CCRC contact at site for any site concerns prior to performing contract and specifications.

Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure on the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractors responsibility to address to CCRC's satisfaction. Inquiry may be made to Hershel Stacy, Supervisor.

The CCRC shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. The CCRC shall not be held responsible for any damage to the contractor's equipment.

The CCRC does not assume any responsibility for the availability of any materials, equipment or components required under the contract. The Contractor shall be responsible for the quality

and standards of all materials, equipment, components or completed work furnished under this contract.

Materials, equipment, components or completed work not complying with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications and/or as specified within this bid may be rejected by the CCRC and shall be replaced by the Contractor at no cost to the CCRC.

SPECIFIC REQUIREMENTS

SCOPE OF WORK:

The work shall consist of preparing the pavement surface and providing and placing a single chip seal or double seal on roads countywide.

Contract may also include work on state trunk lines.

The CCRC will not guarantee a minimum quantity to be ordered, nor a minimum number of projects to be completed.

Material Safety Data Sheets shall be furnished and kept updated.

All materials shall meet the latest MDOT Standard Specifications for Construction. Each Contractor must provide a mix design including a "Design for Intended Yield," containing the aggregate gradation, LA Abrasion Resistance, loose unit weight, and application rate of asphalt emulsion and aggregate and test results for flat and elongated ratio, at the Contractors expense.

* Please check your calculations before submitting your bid; the CCRC will not be responsible for Contractors miscalculations.

PRE-PRODUCTION MEETING:

Prior to the start of work, a pre-production meeting may be held for each project. The bid holder will attend a meeting for each project with CCRC staff for the purpose of discussing the work schedule, examination of the traffic control plan, review of equipment calibration and adjustments, inspection of conditions of materials and equipment, submission of the mix design including JMF and a "Design for Intended Yield," containing the aggregate gradation rate of asphalt emulsion and aggregate, Submission of test results for flat and elongated ratio, collect samples from job stockpile and the hours that they intend to work, as requested by CCRC.

PERFORMANCE OF THE WORK:

After being notified by the CCRC of the award of the bid, the contractor shall perform the work according to the specified dates and with sufficient work force and equipment to adequately complete the work within the allotted time.

WORK METHODS AND PROCEDURES:

Place signage and control traffic in accordance with the Michigan Manual of Uniform Traffic Control Devices – Part 6. Construction shall be in accordance with section 505.03 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications.

ACCEPTANCE, MEASUREMENT AND PAYMENT:

Shall be done in accordance with section 505.03 and 505.04 of the 2012 Michigan Department of Transportation (MDOT) Standard Specification.

ADDITIONAL SPECIFICATION:

Contractors will provide a list of equipment to be used on the project. Vehicles will have warning lights in accord with the Michigan Vehicle Code.

The CCRC shall be held harmless for any claims attributable to the paving operation.

RETAINAGE:

1. FAILURE TO COMPLETE ON TIME OR FAILURE TO COMPLETE. The Contractor shall complete the entire project on or before the dates specified in the bid or by written authorized extension without liquidated damages. The Contractor will be charged \$1,000 for each calendar day that the work shall remain uncompleted.
2. ASSESSMENT OF LIQUIDATED DAMAGES. Sums assessed as liquidated damages shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Road Commission from the contractor by reason of inconvenience to the public, added cost of supervision and other items that has caused an expenditure of public funds resulting from the contractor's failure to complete the work within the same time specified in the bid.

Total or partial termination of a bid shall not relieve the contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for any just claim arising out of the work performed.

Material Type		Price/SYD Placed by Contractor Northwest Quadrant	Price/SYD Placed by Contractor Southwest Quadrant	Price/SYD Placed by Contractor in Southeast Quadrant	Price/SYD Placed by Contractor in Northeast Quadrant	
<i>Single Chip Seal</i>		\$	\$	\$	\$	\$
<i>Double Chip Seal</i>		\$	\$	\$	\$	\$

Prices firm through December 31, 2012

NORTHWEST QUADRANT: North of Division Drive, West of 15 Mile Road

NORTHEAST QUADRANT: North of Division Drive, East of 15 Mile Road

SOUTHWEST QUADRANT: South of Division Drive, West of 15 Mile Road

SOUTHEAST QUADRANT: South of Division Drive, East of 15 Mile Road

The CCRC will not guarantee a minimum quantity to be ordered, nor a minimum number of projects to be completed.

Material Safety Data Sheets and equipment list shall be furnished and kept updated.

All materials shall meet the 2012 Michigan Department of Transportation Standard Specifications for Construction.

* Please check your calculations before submitting your bid the CCRC will not be responsible for Bidder miscalculations.

Bidder: _____ Signature: _____ Date: _____

Bids of our season's requirements of Chip Seal may be awarded to more than one Contractor, several Contractors or all Contractors. If the bids are awarded to several Contractors, the CCRC would then choose the plant that is the most economical in material cost and hauling distance to the particular job being performed. The Board of Calhoun County Road Commissioners reserves the right to reject any or all bids or to waive any irregularities in bidding and to accept the proposal deemed to be in the best interest and to the advantage of the CCRC.

Date: _____

Comments: _____
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Plant
Locations: _____

Contractor: _____

Address: _____

Phone: _____

Email: _____

Fax: _____

Signature: _____

FORMATION OF CONTRACT: Contractors signed bid and the CCRC written acceptance shall constitute a binding contract.

Method of Payment

The Contractor shall furnish an invoice in duplicate, for services rendered for each bi-weekly period. The **purchase order number must** be noted on the invoice and sent in duplicate to the CCRC Accounting Department:

Calhoun County Road Commission
Attn: Accounting Department
13300 Fifteen Mile Road
Marshall, MI 49068

The second invoice (copy) shall be sent to the Contact Administrator:

Hershel Stacy
Calhoun County Road Commission
13300 Fifteen Mile Road
Marshall, MI 49068

If your company prefers, invoices can be e-mailed to Jill Forshey/jforshey@calhouncrc.net & Hershel Stacy/ hstacy@calhouncrc.net.

Please contact Jill Forshey to set up your account.

The invoice shall contain, if applicable, adjustments for additions, deletions of change in service. The CCRC will pay the invoice amount in accordance with any bid contract price. Payment may be made up to 30-45 days after receipt of invoice.

Please complete the enclosed forms to assist the accounting department:

- W-9, Request for Taxpayer Identification Number and Certification
- Vendor Information

The Michigan Sales and Use Tax Certificate of Exemption are enclosed for your information.