



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

2016 FOG SEAL PROGRAM

BID OPENING:

Tuesday, April 19, 2016 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Bruce R. Stammer, Jr., Member
Stephen J. Pace, Member
Charles A. Londo, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Tuesday, April 19, 2016** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2016 Fog Seal Program
- 2016 Full Depth Reclamation Program
- 2016 Guardrail Spraying Program
- 2016 Scrub Seal Program
- Liquid Calcium Chloride
- Mineral Well Brine

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
2016 FOG SEAL PROGRAM**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 2016 Fog Seal Program

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools and materials necessary for the complete construction of the above described project at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

NOTE: If the bidder is a co-partnership, each member must sign the proposal.

Corporations must execute the proposal by duly authorized officers in accordance with Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, Proposal, Contract, and Special Provisions. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

ENGINEER

The Engineer is the Director of Operations or the individual assigned by the Director of Operations to be in charge of the project.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed. Unit prices as listed will govern in determining the correct total of the bid. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for 2016 Fog Seal Program.**"

BIDDER'S SURETY

The proposal must be accompanied by a cashier's check, certified check, or bid bond made payable to the Board of County Road Commissioners of Monroe County, Michigan in the sum of five percent (5%) of the amount of the bid. Upon awarding and signing of a contract, or in the event of bid rejection, such bid surety will be returned to the Bidder. Bids may be held for a period of forty (40) days.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda faxed and mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **April 19, 2016** at which time they will be publicly opened and read aloud.

ACCEPTANCE AND REJECTION OF BIDS

The Board reserves the right to accept, reject and/or modify any or all bids received, to waive any irregularities therein and to make the award in any manner deemed to be in the best interest of the Monroe County Road Commission.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises 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, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment 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, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The Bidder to whom the contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish bonds and proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory bonds and proof of insurance will be considered cause for annulment of award and forfeiture of the Bidder's surety.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of this Contract for up to three additional years. Requests for an extension must be made in writing to the Director of Operations by February 1st.

PERFORMANCE AND LIEN BONDS

The successful Bidder to whom the contract is awarded shall furnish two (2) surety bonds as follows:

Performance Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the faithful fulfillment of the terms of the contract in the amount of one-hundred (100) percent of the contract amount.

Lien Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the payment of all labor and materials used in the work in the amount of one-hundred (100) percent of the contract amount.

INCREASED OR DECREASED QUANTITIES

The Board reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than twenty-five (25) percent. Changes in excess of that amount will be individually negotiated.

TIME OF COMPLETION

All work shall be completed on or before **September 17, 2016**.

FAILURE TO COMPLETE ON TIME

Liquidated damages in the amount of **\$200** per day will be assessed for each calendar day that the work remains incomplete beyond the completion date.

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Monroe County Road Commission for their work on the contract. The invoice shall contain, at a minimum, the following information: road name and limits, the quantity of work completed for each segment of road, and the contract unit price.

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer will make a final inspection of all work included in the contract and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor will be required to provide unconditional waivers of lien from all subcontractors and/or suppliers before final payment. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

ASSIGNMENT CLAUSE

The contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

DISPUTES

The Engineer's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

PROGRESS SCHEDULE

In no case shall any work be commenced prior to receipt of formal notice of award by the Board.

The low Bidder for the work covered by this proposal will be required to meet with the Board's representative to review the Contractor's proposed work schedule. The schedule for this meeting will be set within one (1) week after the low Bidder is determined.

The Board's representative will arrange the time and place for the meeting.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. Board will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and

injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:	
Each Person	\$500,000
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	\$2,000,000

3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- F. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor’s insurance company has been received by the Board.

DESCRIPTION OF WORK

The work consists of preparing the pavement surface, maintaining traffic and applying a fog seal of asphalt emulsion.

SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within these specifications all references to the Michigan Department of Transportation shall mean the Board.

MATERIAL SPECIFICATION

The asphalt emulsion to be used for the fog seals on this contract shall be CSS-1h unless otherwise approved by the Engineer. Dilute the asphalt emulsion, at one part asphalt emulsion to one part water, at the emulsion plant.

EQUIPMENT

Provide equipment in accordance with section 107 of the Standard Specifications and the following:

1. Pressure Distributor. Provide a pressure distributor with a computerized application rate and speed control, capable of maintaining the asphalt emulsion at the temperature required by the contract. Ensure the control has a radar ground-sensing device that controls the application rate regardless of ground speed and spray bar width. Ensure the spray bar nozzles produce a uniform, triple-lap application spray fan, with instantaneous shutoff and no dripping. Ensure each pressure distributor can maintain the required application rate within ± 0.015 gallons per square yard for each load.
2. Miscellaneous. Provide a power broom and all necessary hand tools, thermometers, etc. Distributors and power brooms must be equipped with at least one visible approved flashing, rotating or oscillating amber light.

CONSTRUCTION

Place the fog seal in accordance with the following:

1. Prior to application of the fog seal, prepare the pavement surface by brooming the chip seal surface to remove any loose stone chips or debris. All of the roads on this contract were previously broomed after the application of the chip seal.
2. Apply the fog seal only when the pavement and air temperature is 55 degrees Fahrenheit or above. Do not apply the fog seal if there is threatening weather and temperatures are forecast to be below 32 degrees Fahrenheit within 24 hours from the time of application. If precipitation occurs prior to the emulsion breaking, the affected areas shall be reapplied at the Contractor's expense.
3. Use pressure sufficient to apply emulsion at a uniform rate, but without splattering or drilling from the spray bar. Adjust nozzle angle and spray bar height to ensure correct spray pattern.
4. Apply the fog seal so that there is a minimum overlap of one foot at the centerline of the road and all lane lines.
5. Apply the emulsion at the temperature recommended by the asphalt emulsion supplier.
6. Apply the fog seal at a target application rate of 0.12 gallons of diluted material per square yard of pavement treated. Ensure the fog seal applications results in a uniform coverage of emulsion just sufficient to flow into and seal the pavement pores, small cracks, and voids. The asphalt emulsion application rate, as determined by a yield check, must not exceed a tolerance of ± 0.015 gal/syd from the target application rate.
7. Do not allow traffic on the fog seal until the emulsion has fully cured.
8. If a condition is identified that causes an unsatisfactory fog seal, stop all production work and perform corrective action immediately at no additional cost to the contract. If there are adverse environmental conditions, provide the Engineer an action plan that clearly demonstrates how the fog seal operation will be adjusted for the actual environmental conditions.

MAINTENANCE OF TRAFFIC

Two-way traffic, with a minimum of one lane of traffic, shall be maintained with traffic regulators on all roads during the application and curing of the fog seal. Temporary signing shall be in accordance with Part 6 of the Michigan Manual of Uniform Traffic Control Devices.

Intermediate traffic regulators will be required at intersecting streets and commercial driveways as directed by the Engineer.

All work shall be conducted during normal daytime hours unless otherwise approved by the Engineer. Normal daytime hours are considered to be Monday through Saturday from 7 a.m. to 7 p.m.

The Contractor will be responsible for the protection of vehicular and pedestrian traffic, temporary signing, channelizing devices and maintaining two-way traffic with traffic regulators. This work will be not be paid for separately and is included in the unit price for **Fog Seal**.

MEASUREMENT AND PAYMENT

The Engineer will measure **Fog Seal** by the area of the fog seal in place. No additional payment will be made for the minimum one foot overlap at the centerline of the road and any lane lines.

The unit price for **Fog Seal** includes the cost of the following:

1. Preparing the pavement surface by brooming the chip seal;
2. Placing a single application of asphalt emulsion;
3. Maintaining traffic with traffic regulators; and
4. Providing, installing, maintaining, relocating and removing temporary signs and channelizing devices.

LIST OF ROADS

Township	Road	From	To	Length (Ft)	Width (Ft)	Area (Syd)
Bedford	Jackman	Temperance	Erie	5,280	21	12,320
Bedford	Consear	Adler	Secor	5,810	22	14,210
Bedford	Dean	Secor	Lewis	15,530	Varies (22 Typ.)	37,970
Bedford	Jackman	Dean	Temperance	5,250	Varies (22 Typ.)	17,430
Bedford	Douglas	Sterns	Temperance	10,500	Varies (22 Typ.)	27,200
Bedford	Secor	Samaria	Rauch	5,280	21	12,320
Bedford	Smith	Secor	Douglas	5,300	Varies (22 Typ.)	14,630
Berlin	Joanne, Birchwood & Hazelwood	Off Newport		1,940	Varies (18 Typ.)	4,100
Exeter	Oakville Waltz	Rawsonville	Sumpter	16,100	24	42,940
Frenchtown	Dewey	End of Cert	Pointe Aux Peaux	2,400	Varies (21 Typ.)	6,560
Monroe	Jay	Off Hull		750	18	1,500
Monroe	Aimy & Kay	Off M-125		4,370	Varies (18 Typ.)	4,100
Monroe	Dunbar	Raisinville	US-24	13,320	Varies (23 Typ.)	33,910

Whiteford	Clark	Ohio State Line	Yankee	2,540	21	5,930
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Total = 235,120

COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Michael Smith
Phone: 734-240-5103
Email: MSmith@mcr-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
2016 FOG SEAL PROGRAM**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **2016 Fog Seal Program** including Bidders' Addenda _____ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit price named below:

Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount
Fog Seal	235,120	Syd	\$	\$

Contractor Signature: _____

Printed Name and Title: _____

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2016

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No.: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)