



SHIAWASSEE COUNTY ROAD COMMISSION

701 West Corunna Avenue, Corunna, Michigan 48817-1229
Phone: (989) 743-2228 - Fax: (989) 743-5008

NOTICE TO BIDDERS SHIAWASSEE COUNTY ROAD COMMISSION

CHRISTOPHER CANNON
Managing Director

MIKE GIRARD
Director of Finance and
Human Resources/
Clerk of the Board

Commissioners:
MIKE CONSTINE
RIC CRAWFORD
JOHN A. MICHALEC

Sealed proposals will be received by the Shiawassee County Road Commission, 701 W. Corunna Avenue, Corunna, Michigan 48817-1229 until 3:30 p.m., **Friday, March 8, 2024.** Proposals will be publicly opened at 7:30 a.m. on Wednesday, March 13, 2024, and read for the following:

2024 STATE HIGHWAY CATCH BASIN CLEANOUT

Michigan Department of State Highway and County approved specifications are required for all materials. Prices are to be F.O.B. Corunna, Michigan. Information will be available at the office of the Shiawassee County Road Commission or by calling (989) 743-2228. Proposals and specifications may also be obtained from the Road Commission website at www.shiawasseeroads.com or requested via email at generalmail@shiawasseeroads.com. Bid specification forms must be used. Bids can be mailed or hand-delivered to the Road Commission offices at the above address. This is a public bid opening. Results (bid tabulations) will be posted on our website.

ALL BIDS MUST BE IN A SEALED ENVELOPE AND PLAINLY MARKED "CATCH BASIN CLEANOUT" ON THE OUTSIDE AS TO CONTENTS. THE ENVELOPE SHALL INCLUDE THE NAME AND ADDRESS OF THE BIDDER.

"The Shiawassee County Road Commission, in accordance with Title VI of the Civil Rights of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of 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, 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 gender, disability, race, color, or national origin in consideration for an award."

The Board reserves the right to reject any or all proposals or any part of the same, to waive irregularities and or informalities and to make the award in part or entirety as may appear in the best interest of the County of Shiawassee.

SHIAWASSEE COUNTY ROAD COMMISSIONERS
Mike Constine
Ric Crawford
John A. Michalec

SHIAWASSEE COUNTY ROAD COMMISSION
701 W. CORUNNA AVENUE
CORUNNA, MICHIGAN 48817-1229

PROPOSAL

2024 STATE HIGHWAY CATCH BASIN CLEAN OUT

Specifications

The bidder will provide a list of equipment to be used on the project.

The bidder shall bid a lump sum for each division.

The Road Commission shall be held harmless for any claims directly attributable to the catch basin cleaning operation.

The Road Commission reserves the right to award each division separately.

A bid bond or certified check in the amount of 5% of the bid award shall be retained by the Shiawassee County Road Commission before any work is commenced. Upon fulfillment of this contract the performance bond or certified check will be promptly returned.

The Board reserves the right to reject any or all proposals or any part of the same, to waive irregularities and or informalities and to make the award in part or entirety as may appear to the best interest of the County of Shiawassee. Also subject to MDOT approval and available funding.

If the quality of work being performed is not acceptable to the Shiawassee County Road Commission and the contractor can not reach our quality standard, he will be relieved of the catch basin clean out contract and the remainder to be awarded in the best interest of the Shiawassee County Road Commission.

Description of Work

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

Catch Basin Clean Out Services Include, But Are Not Limited To the Following:

One cleaning shall be performed each year between June 1st and September 7th of that 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 with GPS coordinates and report findings to the Contract Administrator.**

All catch basin clean out shall be done with the flow of traffic. Each section of road being serviced shall be completed unless otherwise directed.

Trouble Call Catch Basin Clean Out Requests:

The contractor shall organize his/her operations to respond to trouble calls for catch basin clean out services from the Contract Compliance Inspector. Following a call from the Contract Compliance Inspector the contractor shall provide the necessary equipment for catch basin clean out at the designated scene within one hour of notice. This activity is typically done in conjunction with localized flooding.

Emergency Catch Basin Cleaning:

The Contractor shall be in route to emergency call out location(s) within one hour of notification.

Disposal of Material

The contractor is responsible for the disposal of all material.

Disposal of catch basin material from MDOT trunklines must be disposed of at a licensed class II landfill. Materials removed from Catch Basin Cleanout shall not be stored or stockpiled on MDOT property or right of way at any time.

This material is not considered hazardous waste and does not require a manifest. The contractor, however, must provide documentation to the Contract Administrator that the material was disposed of in this manner. The contractor should be aware that some landfills require testing. Any 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.

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 Department. Demonstrations will be at no cost to the Department.

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 Department be responsible for any damage to the contractor's equipment due to obstacles encountered.

Rejection for Lack of Proper Equipment

Vendors who bid on this project and in the opinion of the Shiawassee County 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 remainder to be awarded in the best interest of the Shiawassee County Road Commission.

Maintaining Traffic

Traffic shall be maintained in accordance with Sections 1.04.04 and 6.31 of the 1990 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 will not create a hazard. The contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator.

A copy of the MDOT 1990 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, Michigan 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 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 included in this contract shall be performed during daylight hours only. 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 1990 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 Sections 6.50 and 8.21 of the 1990 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 establishment period.

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

Taxes

The Shiawassee County Road Commission is exempt from federal and state taxes.

Deletion of Work

The Shiawassee County 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 a portion thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

Work Approval

The contractor shall notify the Contract Administrator a minimum of forty-eight hours prior to the start of cleaning operations. During this 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.

Insurance Requirements

See attached.

Renewal Options

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

**2024 STATE HIGHWAY CATCH BASIN CLEANOUT
IN SHIAWASSEE COUNTY
BIDDING PROPOSAL**

The undersigned, having thoroughly familiarized himself with the work sites and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform everything required to be performed, and except as may otherwise be provided to furnish all equipment, labor materials, necessary tools, expandable equipment and all utility and transportation services necessary to complete in a workmanlike manner, all of the work required to properly and adequately clean the catch basins in the following areas:

	<u>No. of Basins</u>	<u>Cost of Basins</u>
<u>M-21</u>		
1. From Chestnut Street to the west (approx. 1.01 miles)	29	
From Gould Street to the east (approx. 2.5 miles)	138	
From M13 west (approx. .25 miles)	4	\$ _____
<u>M-52</u>		
2. From North Street north (approx. 1.5 miles)	67	
From South Street south to just south of Morrice Road	38	
Grand River Road intersections SE & SW corner	2	
From I-69 south through the City of Perry to Ruppert Road (approx. 1.5 miles)	87	\$ _____
<u>Rest Area</u>		
3. West I-69 at the 100 mile marker to the Complete Rest Area	approx. 37	\$ _____
<u>M-71</u>		
4. Abrey Street (Owosso City Limits) to Monroe Road east of I-69	162	\$ _____
<u>M-78 / Lansing Road</u>		
5. M-52 to Woodbury Road	9	\$ _____
	Price Per Basin	\$ _____
	GRAND TOTAL	\$ _____
Emergency Catch Basin Cleanout Fee Per Basin		\$ _____
Mobilization Fee To Shiawassee County		\$ _____

**2024 STATE HIGHWAY CATCH BASIN CLEANOUT
IN SHIAWASSEE COUNTY
BIDDING PROPOSAL**

The equipment I propose to use is as follows:

Taxpayer Identification No.: _____ Social Security No. _____
 Or
 Employer Identification No. _____

Terms: _____

Company _____

Signature _____

Printed _____

Address _____

Phone _____ Fax _____

Email _____ Date _____

INSURANCE REQUIREMENTS FOR ACTIVITIES PERFORMED
FOR MICHIGAN DEPARTMENT OF TRANSPORTATION

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by anyone directly or indirectly employed by the Contractor or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order are PRIMARY and NON- CONTRIBUTING to any comparable liability Insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized Insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations

\$2,000,000 Products/Completed Operations Aggregate Limit

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that Insurance policies contain a waiver of subrogation by the insurance company.

To the above policy, the following additional insured phrase shall be added in its entirety: Shiawassee County, the Board of County Road Commissioners, County Road Commission, State of Michigan, Michigan Transportation Commission, Department of Transportation, and government bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required bylaw.

The Contractor must list the State of Michigan, Its departments, divisions, agencies, offices, commissions, officers, employees, agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-Insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of Insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of Insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver or subrogation by the Insurance Company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employer's liability insurance with the following minimum limits:

\$100,000 each accident

\$100,000 each employee by disease

\$500,000 aggregate disease

2.132 Subcontractor Insurance Coverage — Deleted — Not Applicable

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and Its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney maybe required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, In the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting, to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor.

2.142 Code Indemnification — Deleted — Not Applicable

2.143 Employee Indemnification — Deleted — Not Applicable

2.144 Patent/Copyright Infringement Indemnification — Deleted — Not Applicable