



# MONROE COUNTY COMMUNITY COLLEGE

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## **PROPOSAL**

## **FOR**

## **2022 PARKING LOT IMPROVEMENTS PROJECT**

### **MONROE CHARTER TOWNSHIP MONROE COUNTY, MICHIGAN**

#### **BID OPENING:**

Wednesday, June 15, 2022 at 2:00 p.m.

#### **OWNER:**

MONROE COUNTY COMMUNITY COLLEGE  
1555 S. Raisinville Road  
Monroe, Michigan 48161

#### **ENGINEER:**

THE MANNIK & SMITH GROUP, INC.  
1771 N. Dixie Highway  
Monroe, Michigan 48162

**MSG PROJECT NO. M1390036**

**MONROE COUNTY COMMUNITY COLLEGE  
PROPOSAL  
2022 PARKING LOT IMPROVEMENTS PROJECT**

TO: Monroe County Community College

FOR: Hot mix asphalt milling and resurfacing, concrete curb removal and replacement, pavement markings, and lighting improvements in Parking Lots 3 and 7 on the Main Campus of Monroe County Community College.

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 material 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 Monroe County Community College.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

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, Supplemental Specifications, Special Provisions and Plans. References to the Department in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean Monroe County Community College, hereinafter referred to as "Owner," unless otherwise specified.

OWNER

The Owner of the project is Monroe County Community College.

ENGINEER

The Engineer is the individual assigned by Monroe County Community College to be in charge of the project. The individual assigned as the Engineer shall be an employee of The Mannik & Smith Group, Inc.

BIDDER

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

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Owner. **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. **Three (3) sealed copies shall be submitted by the Bidder.**

All bids must be in sealed envelopes and clearly marked "**2022 Parking Lot Improvements Project – Attn: Kelly Heinzerling.**"

BIDDER'S SURETY

The proposal must be accompanied by a cashier's check, certified check, or a bid bond made payable to Monroe County Community College, 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 sixty (60) 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, e-mailed 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 in the Bookstore, located in the Administration Building, on the campus of Monroe County Community College, 1555 S. Raisinville Road, Monroe, Michigan, 48161 until **2:00 p.m. local time on Wednesday, June 15, 2022.** They may also be mailed to the above address or submitted by electronic mail to [mcccrfbid@monroeccc.edu](mailto:mcccrfbid@monroeccc.edu) if clearly marked "**2022 Parking Lot Improvements Project – Attn: Kelly Heinzerling**" and received by the aforementioned date and time. Bids submitted by electronic mail must also include a scanned copy of the required bid surety, with the original mailed to Kelly Heinzerling at the above address immediately thereafter.

As soon as reasonably practical following the receipt of the bids, they will be publicly opened and read aloud in Room S-153 of the Administration Building.

#### REJECTION OF BIDS

The Owner reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Owner. The Owner also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Owner to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

#### 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 Owner 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. Following the execution of the contract, the Bidder shall become known as the Contractor.

#### PERFORMANCE AND LIEN BONDS

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

Performance Bond – To Monroe County Community College, 1555 S. Raisinville Road, Monroe, Michigan, 48161 for the faithful fulfillment of the terms of the contract in the amount of one-hundred (100) percent of the contract amount.

Payment Bond – To Monroe County Community College, 1555 S. Raisinville Road, Monroe, Michigan, 48161 for the payment of all labor and materials used in the work in the amount of one-hundred (100) percent of the contract amount.

#### MAINTENANCE BOND

After the project is completed and accepted by the Owner but prior to final payment, the Contractor shall secure a two (2) year Maintenance Bond in the amount of twenty-five (25) percent of the final construction cost rounded off to the nearest thousand dollars.

Subsequent to completion of construction, the Engineer will conduct a final inspection of the project to determine whether or not the improvements have been properly constructed. The two (2) year term of the bond will begin on the final inspection date provided that at that time, all improvements meet the required standard.

#### INCREASED OR DECREASED QUANTITIES

The Owner 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 ten (10) percent. Changes in excess of that amount will be individually negotiated.

#### TIME OF COMPLETION

All work shall be completed between **Monday, June 27 and Friday, August 5, 2022**. 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. No work shall be conducted during holiday periods, as defined in subsection 101.03 of the Standard Specifications for Construction.

The Contractor may work in either parking lot at any time, and the entirety of each parking lot may be closed at times when the Contractor is actively working. All contract work shall be complete and parking lots open to traffic by Friday, August 5, 2022.

#### FAILURE TO COMPLETE ON TIME

Liquidated damages will be assessed in the amount of **\$900.00** per calendar day in which the project remains incomplete beyond the contract completion date, except that all references to seasonal limitations will not apply. Liquidated damages will continue to be assessed each calendar day after the contract project completion date until all work on the project is completed, even if those days extend beyond any seasonal limitations.

#### PAYMENTS TO CONTRACTOR

Payments will be made to the Contractor on the 30th day of each month. The Owner will make a partial payment to the Contractor on the basis of an estimate, prepared by the Engineer, of the work performed on the project during the preceding period less a five (5) percent retainer.

#### 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 is required to provide unconditional waivers of lien from all sub-contractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

#### DISPUTES

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

#### ARBITRATION

All claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing laws of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer will be made later than ten (10) days after the party making such demand has delivered written notice of intention to appeal.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty (30) day or ten (10) day period specified above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party of this contract unless:

- a) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
- b) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and;
- c) the written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Notwithstanding the above paragraph, if a claim, dispute or other matter in question between Owner and Contractor involves the Work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor hereunder. Contractor shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Owner or Owner's Consultants that does not otherwise exist.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

#### PROGRESS SCHEDULE

In no case shall any work be commenced prior to the receipt of a Notice of Award.

The low bidder for the work covered by this proposal will be required to meet with the Owner and Engineer to review the Contractor's proposed schedule. The date and time for this meeting will be set within (1) week after the low bidder is determined. The Engineer 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. Monroe County Community College is exempt from Michigan Sales and Use taxes.

#### OWNER'S RESPONSIBILITY

The Owner 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. Owner 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

Indemnification, damage liability, and insurance shall be in accordance with subsection 107.10 of the Michigan Department of Transportation 2012 Standard Specifications for Construction and the attached special provision.

Monroe County Community College, as a governmental agency, is without authority to defend or indemnify a private party. Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses

(including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this Agreement.

All insurance policies and binders shall include the following endorsements, verbatim:

"ADDITIONAL INSURED: Monroe County Community College and its officers, agents and employees, and The Mannik & Smith Group, Inc. 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 the cancellation, expiration, termination or reduction in coverage for all other reasons."

#### IRAN ECONOMIC SANCTIONS ACT

The Contractor shall comply with the Iran Economic Sanctions Act, Act 517 of 2012, including the certification required as per Section 129.313(2). **This certification shall be enclosed with the sealed bid.**

#### FAMILIAL DISCLOSURE

The Contractor shall complete an Affidavit of Familial Relationship as a prospective vendor, indicating any relationship to a member of the Board of Trustees or the President of Monroe County Community College. This Affidavit shall be signed and notarized as indicated on the form. **The Affidavit shall be enclosed with the sealed bid.**

#### 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 Owner.

#### SPECIAL PROVISIONS, NOTES AND DETAILS, AND SUPPLEMENTAL SPECIFICATIONS

- Indemnification, Damage Liability and Insurance
- Drainage Structure, Concrete Collar
- HMA Application Estimate
- Marshall Hot Mix Asphalt Mixture
- Signage
- Maintaining Traffic
- Lighting Improvements
- Errata to the 2012 Standard Specifications (available online at [www.michigan.gov/mdot](http://www.michigan.gov/mdot))

The above documents are enclosed for reference or available online, as noted.

#### UTILITY COORDINATION

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in subsection 104.08 of the Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in subsection 107.12 of the Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon subsection 108.09 of the Standard Specifications for Construction.

For the protection of underground utilities, the contractor shall notify "Miss Dig" at 1-800-482-7171 or 811, a minimum of three working days, excluding weekends or holidays prior to excavating and otherwise fully comply with the provisions of Public Act 174 of 2013, as amended. Miss Dig members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be part of the Miss Dig system.

The Contractor shall conduct operations in such a manner as to ensure that those utilities not requiring relocation will not be disturbed.

COMMUNICATIONS

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

Name: Mark J. Mathe, PE (Project Engineer)

Phone: (734) 289-2200, Extension 4008

Email: mmathe@manniksmithgroup.com



**UNIT PRICE CONTRACT  
2022 PARKING LOT IMPROVEMENTS PROJECT**

TO: Monroe County Community College

The undersigned, having full knowledge of the site, proposal, plans and specifications for the **2022 Parking Lot Improvements Project** in Monroe Charter Township, Monroe County, Michigan including Bidders' Addenda \_\_\_\_\_, and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire Work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Proposal, Plans and Specifications, and to accept in full, compensation for all work necessary to complete the project at the unit prices named below:

<b>UNIT PRICE WORK</b>					
Item Code	Item Description	Approx. Quantity	Unit	Unit Price	Bid Amount
1500001	Mobilization, Max. \$50,000.00	1.00	LSUM	\$	\$
2040020	Curb and Gutter, Rem	218.00	Ft	\$	\$
2080020	Erosion Control, Inlet Protection, Fabric Drop	8.00	Ea	\$	\$
4030005	Dr Structure Cover, Adj, Case 1	1.00	Ea	\$	\$
4030025	Dr Structure Cover, Type D	5.00	Ea	\$	\$
4037050	_ Dr Structure Cover, Rem	5.00	Ea	\$	\$
4037050	_ Dr Structure, Conc Collar	5.00	Ea	\$	\$
5010001	Pavt, Cleaning	1.00	LSUM	\$	\$
5010002	Cold Milling HMA Surface	13,500.00	Syd	\$	\$
5010005	HMA Surface, Rem	1,560.00	Syd	\$	\$
5010034	HMA, 36A	1,170.00	Ton	\$	\$
5017031	_ HMA Base Repair	170.00	Ton	\$	\$
5017051	_ Joint Seal	1.00	LSUM	\$	\$
6030030	Lane Tie, Epoxy Anchored	80.00	Ea	\$	\$
8020038	Curb and Gutter, Conc, Det F4	138.00	Ft	\$	\$

8020050	Driveway Opening, Conc, Det M	76.00	Ft	\$	\$
8107050	_ Sign and Post	14.00	Ea	\$	\$
8107050	_ Sign and Post, Rem	13.00	Ea	\$	\$
8110231	Pavt Mrkg, Waterborne, 4 inch, White	8,000.00	Ft	\$	\$
8117001	_ Pavt Mrkg, Waterborne, 4 inch, Blue	1,420.00	Ft	\$	\$
8127051	_ Maintaining Traffic	1.00	LSUM	\$	\$
8197051	_ Lighting Improvements	1.00	LSUM	\$	\$
<b>Total =</b>					<b>\$</b>

Contractor Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. All work on the **2022 Parking Lot Improvements Project** to be completed by **Friday, August 5, 2022** and as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of either:

Certified Check or a Bidder's Bond in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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: \_\_\_\_\_, 2022.

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.)

**MONROE COUNTY COMMUNITY COLLEGE**

**PARKING LOT IMPROVEMENTS PROJECT**

**PROPOSAL ATTACHMENTS**

1. Iran Economic Sanctions Act Certification Form
2. Affidavit of Familial Relationship Disclosure Form
3. Indemnification, Damage Liability and Insurance
4. Drainage Structure, Concrete Collar
5. HMA Application Estimate
6. Marshall Hot Mix Asphalt Mixture
7. Signage
8. Maintaining Traffic
9. Lighting Improvements

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner, or authorized officer of the below-named company (the "Company") hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Monroe County Community College as a result of an RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Monroe County Community College's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

---

Name of Company

---

Name and Title of Authorized Representative

---

Signature

---

Date

**AFFIDAVIT OF FAMILIAL RELATIONSHIP**  
**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF**  
**THE VENDOR AND FURNISHED WITH EVERY BID/QUOTE**

***Monroe County Community College will not accept this bid without this completed,  
signed and notarized form.***

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, ***being sworn, says***  
(Affiant's printed name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_ ,  
(title) (vendor-bidder)  
which has submitted to **MONROE COUNTY COMMUNITY COLLEGE**, a proposal for  
the Parking Lot Improvements Project.
2. I state that there is **NO** familial relationship between the owner or any employee of  
above Vendor-Bidder and any member of the Board of Trustees or the President of  
Monroe County Community College, said exceptions being as follows:

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

SWORN TO and subscribed before me, a Notary Public, in and for the above-named state and  
county this \_\_\_\_\_ day of \_\_\_\_\_ , 202\_\_\_\_ .

My commission expires on \_\_\_\_\_ .

Signature: \_\_\_\_\_ , Notary Public



MONROE COUNTY COMMUNITY COLLEGE  
SPECIAL PROVISION  
FOR  
**INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

MSG:MJM

1 of 3

03-31-16

The Contractor shall comply with the following:

**a. Indemnification.** The Contractor agrees to save harmless, indemnify, defend and represent Monroe County Community College, The Mannik & Smith Group, Inc., and their officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the work covered by the contract or for any other work done whether or not specifically authorized or in conformance with the description of the work for which the contract was executed. The Contractor's aforementioned indemnity, hold harmless and release agreement shall not be applicable to any liability caused by the sole negligence or willful misconduct of Monroe County Community College, The Mannik & Smith Group, Inc., or their officers, agents or employees. The Contractor agrees and understands that the obligations set forth herein are binding upon their subcontractors, successors, transferors, assignors, sureties, and guarantors.

Monroe County Community College, as a governmental agency, is without authority to defend or indemnify a private party. Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this Agreement.

**b. Worker's Compensation Insurance.** The Contractor shall certify before the execution of the contract that the Contractor carries Worker's Compensation Insurance per the statutory limits, subject to a minimum limit of \$100,000.

**c. Bodily Injury and Property Damage.** The Contractor, before execution of the contract, shall file with the Engineer copies of completed certificates of insurance, as evidence that the Contractor carries adequate insurance, satisfactory to the Engineer, 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. General Liability and Contractual Liability – Bodily Injury and Property Damage. Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Property Damage Liability:

Each Occurrence .....	\$2,000,000
Aggregate .....	\$2,000,000

**Bodily Injury Liability:**

Each Person.....\$2,000,000  
Each Occurrence.....\$2,000,000

The requirements above may be met through an umbrella policy. The insurance shall include, but not be limited to, coverage for:

A. Damage to underground facilities due to drilling, boring and excavating with mechanical equipment, and

B. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. Automobile Liability, Bodily Injury and Property Damage. Unless otherwise 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 Liability:**

Each Person.....\$2,000,000  
Each Occurrence.....\$2,000,000

**Property Damage:**

Per Accident.....\$1,000,000

3. Owners Protective Liability. Bodily injury or death and property damage protection, including general supervision of work performed and including coverage for cost of defense of such claims, shall be extended to the Monroe County Community College, The Mannik & Smith Group, Inc., and the officers, agents and employees thereof, and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

**d. Notice.** The Contractor shall not cancel or reduce the coverage of any insurance required by this special provision without providing 30-day prior written notice to the Owner. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Owner, in writing, immediately of any cancellation or reduction in the insurance coverage. The Contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Owner, in writing, the following:

1. A thirty (30) day prior notice of any insurer initiated cancellation, expiration, termination or reduction in coverage for reasons other than nonpayment of the premium.

2. A ten (10) day prior notice of any cancellation, expiration, termination or reduction in coverage for nonpayment of the premium.

**e. Reports.** The Contractor or insurance carrier shall report to the Engineer claims received, inspections made and disposition of claims. The Owner will withhold the final estimate or reserve 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 Owner.

**f. Endorsements.** All insurance policies and binders shall include the following endorsements, verbatim:

“ADDITIONAL INSURED: Monroe County Community College and its officers, agents and employees and The Mannik & Smith Group, Inc. 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 the cancellation, expiration, termination or reduction in coverage for all other reasons.”

MONROE COUNTY COMMUNITY COLLEGE  
SPECIAL PROVISION  
FOR  
**DRAINAGE STRUCTURE, CONCRETE COLLAR**

MSG:MJM

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03-02-20

**a. Description.** This work consists of adjusting an existing drainage structure cover and constructing concrete collars around the cover.

**b. Materials.** Provide Grade P1 concrete and associated materials in accordance with section 601 of the Standard Specifications for Construction. Provide materials for the drainage structure cover adjustment in accordance with section 403 of the Standard Specifications for Construction.

**c. Construction.** Adjust the drainage structure cover in accordance with section 403 of the Standard Specifications for Construction. Following adjustment, remove additional existing material surrounding the drainage structure to the size shown on the plans. Dispose of excess materials in accordance with section 204 of the Standard Specifications for Construction.

Coat the inside of the structure with mortar to a minimum thickness of ½ inch. Place concrete for the collar in accordance with section 602 of the Standard Specifications for Construction to the dimensions shown on the plans.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Dr Structure, Conc Collar.....	Each

**Dr Structure, Conc Collar** includes all materials, labor, and equipment required to construct concrete collars at the locations shown on the plans. The pay item **Dr Structure, Conc Collar** does not include the costs the structure adjustment, a new drainage structure cover (where specified), or of removal or construction of concrete curb and gutter, where adjacent to a proposed concrete collar.

MONROE COUNTY COMMUNITY COLLEGE

SPECIAL PROVISION  
FOR  
HMA APPLICATION ESTIMATE

MSG:MJM

1 of 1

03-02-20

**a. Description.** The hot mix asphalt (HMA) work shall be done in accordance with the requirements of Division 5 of the Standard Specifications for Construction and as herein specified.

**b. Materials.** The materials and estimated application rates shall be as follows:

The base repair mixture, where directed by the Engineer, shall be HMA, 13A with a minimum yield of 275 pounds per square yard. The thickness of the base repair layer shall match the existing adjacent base layer thickness, but in no circumstances shall be less than two and one-half inches. The base repair layer shall be placed in equal lifts not to exceed 220 pounds per square yard. The target air voids for the wearing course mixture shall be 3.0%, and the Performance Graded (PG) asphalt binder shall be PG 58-22.

The wearing course mixture for all parking lots and roadways within the project shall be HMA, 36A with an estimated yield of 165 pounds per square yard. The target air voids for the wearing course mixture shall be 3.0%, and the Performance Graded (PG) asphalt binder shall be PG 58-22.

The Aggregate Wear Index for the wearing course mixture shall be 260 minimum.

The bond coat material shall be emulsified asphalt SS-1h conforming to the requirements of section 904 of the Standard Specifications for Construction. The uniform rate of application for the bond coat shall be 0.05 to 0.15 gallons per square yard.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
HMA, 36A.....	Ton
HMA Base Repair.....	Ton

Measurement and payment shall be in accordance with subsection 501.04 of the Standard Specifications for Construction and as herein specified. No separate payment will be made for the bond coat material.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**MARSHALL HOT MIX ASPHALT MIXTURE**

CFS:JWB

1 of 2

APPR:EHR:CJB:09-25-06

FHWA:APPR:06-06-11

**a. Description.** Furnish hot mix asphalt (HMA) mixture, designed using Marshall Mixture Design Methods, in accordance with the standard specifications except as modified by this special provision.

**b. Mix Design.** Submit the mix design for evaluation in accordance with the Department's HMA Production Manual. Use a 50 blow Marshall hammer when compacting mixtures for developing Marshall mix designs.

**c. Recycled Mixtures.** Substituting reclaimed asphalt pavement (RAP) for a portion of the new material required to produce HMA mixture is allowed provided that the mixture is designed and produced to meet all criteria specified herein, unless otherwise prohibited. RAP materials must be in accordance with the standard specifications.

**d. Materials.** Table 1 provides the mix design criteria and volumetric properties. Table 2 provides the required aggregate properties. Use aggregates of the highest quality available to meet the minimum specifications. Use the mixture designation number shown in the contract item name when determining mix design properties from Tables 1 and 2.

**e. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

**Pay Item****Pay Unit**

HMA, (type) ..... Ton

**Table 1: Mix Design Criteria and Volumetric Properties**

	Mixture No.				
	2C	3C	4C	13A	36A
Target Air Void, % (a)	3.00	4.00	4.00	4.00	4.00
VMA (min) (b)	11.00	13.00	14.00	14.00	15.00
VFA	65-78	65-78	65-78	65-78	65-78
Fines to Binder Ratio (max) (c)	1.2	1.2	1.2	1.2	1.2
Flow (0.01 inch)	8 -16	8 -16	8 -16	8 -16	8 -16
Stability (min), lbs	1200	1200	1200	900	900
a. Lower target air voids by 1.00% if used in a separate shoulder paving operation. Consider reducing air void targets to 3.00% for lower traffic volume roadways when designing 13A and 36A mixtures for local agency use. b. VMA calculated using Gsb of the combined aggregates. c. Ratio of the weight of aggregate passing the No. 200 sieve to total asphalt binder content by weight; including fines and binder contributed by RAP.					

**Table 2: Aggregate Properties**

	Mixture No.				
	2C	3C	4C	13A	36A
	Percent Passing Indicated Sieve or Property Limit				
1½ inch	100				
1 inch	91-100	100			
¾ inch	90 max.	91-100	100	100	
½ inch	78 max.	90 max.	91-100	75-95	100
⅜ inch	70 max.	77 max.	90 max.	60-90	92-100
No. 4	52 max.	57 max.	67 max.	45-80	65-90
No. 8	15-40	15-45	15-52	30-65	55-75
No. 16	30 max.	33 max.	37 max.	20-50	
No. 30	22 max.	25 max.	27 max.	15-40	25-45
No. 50	17 max.	19 max.	20 max.	10-25	
No. 100	15 max.	15 max.	15 max.	5-15	
No. 200	3-6	3-6	3-6	3-6	3-10
Crushed (min), % (MTM 117)	90	90	90	25	60
Soft Particle (max), % (a)	12.0	12.0	8.0	8.0	8.0
Angularity Index (min) (b)	4.0	4.0	4.0	2.5	3.0
L.A. Abrasion (max), % loss (c)	40	40	40	40	40
Sand Ratio (max) (d)	-	-	-	50	50
<p>a. The sum of the shale, siltstone, structurally weak, and clay-ironstone particles must not exceed 8.0 percent for aggregates used in top course. The sum of the shale, siltstone, structurally weak, and clay-ironstone particles must not exceed 12.0 percent for aggregates used in base and leveling courses.</p> <p>b. The fine aggregate angularity of blended aggregates, determined by MTM 118, must meet the minimum requirement. In mixtures containing RAP, the required minimum fine aggregate angularity must be met by the virgin material. NAA fine aggregate angularity must be reported for information only and must include the fine material contributed by RAP if present in the mixture.</p> <p>c. Los Angeles abrasion maximum loss must be met for the composite mixture, however, each individual aggregate must be less than 50</p> <p>d. Sand ratio for 13A and 36A no more than 50% of the material passing the No. 4 sieve is allowed to pass the No. 30 Sieve.</p>					

MONROE COUNTY COMMUNITY COLLEGE

SPECIAL PROVISION  
FOR  
**SIGNAGE**

MSG:MJM

1 of 1

05-27-20

**a. Description.** This work consists of removing and installing permanent signage, posts, and foundations.

**b. Materials.** Provide sign and post materials in accordance with section 810 of the Standard Specifications for Construction. Provide Grade P1 concrete and associated materials in accordance with section 601 of the Standard Specifications for Construction. Provide anchors approved by the Engineer for mounting signs to buildings.

**c. Construction.** Remove signs at the locations shown on the plans in accordance with section 204 of the Standard Specifications for Construction. Deliver removed signs to the Owner at the Facilities/Physical Plant Building on the Main Campus.

Install post-mounted signs of the type specified on the plans in accordance with section 810 of the Standard Specifications for Construction and the detail shown on the plans. Install building-mounted signs using hardware, approved by the Engineer, in accordance with the manufacturer's recommendations and as specified in section 810 of the Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Sign and Post.....	Each
Sign and Post, Rem.....	Each

The above pay items include all materials, labor, and equipment required to remove or install the permanent signage at the locations shown on the plans.



MONROE COUNTY COMMUNITY COLLEGE

SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

MSG:MJM

1 of 2

03-02-20

**a. General.** Maintain traffic in accordance with sections 104.07, 104.11, 812 and 922 of the Standard Specifications for Construction, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and any typicals or supplemental specifications in this proposal and project plans.

The Contractor shall be responsible for the protection of vehicular and pedestrian traffic, work in progress and construction workers in the Construction Influence Area through the implementation of procedures as described in this proposal, the MMUTCD, the Standard Specifications for Construction, and other applicable state and federal requirements.

The Contractor shall coordinate this work with any other contractors performing work within the Construction Influence Area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and the orderly progress of contract work.

The Contractor shall notify the Engineer a minimum of 72 business hours prior to the start of work.

**b. Construction Influence Area.** The Construction Influence Area (CIA) shall consist of Parking Lots 3 and 7 on the Main Campus of Monroe County Community College. Adjacent portions of the campus loop road are also included in the CIA.

**c. Time Restrictions.** 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.

No work shall be performed from 3:00 p.m. on the day before until 7:00 a.m. the day after the following holidays as defined by the Engineer: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**d. Traffic Restrictions.** The traffic restrictions described in this special provision apply to all work within the CIA unless otherwise specified.

Lots 3 and 7 shall each be completed in one phase. The Contractor may elect to complete the work as one phase, closing both lots in their entirety for the duration of construction.

The Owner may request that the Contractor have certain driveways or circulation areas open for special events or access during the construction time frame as outlined. These dates will be made available to the Contractor at or before the preconstruction meeting. Costs associated with accommodating special events shall be included in the item **Maintaining Traffic**.

Maintain access for emergency vehicles at all times. The Contractor will be required to assist emergency vehicles (fire, ambulance, police) in gaining access into the work zone at all times without exception.

Access to all loading docks shall be maintained throughout the duration of the project.

**e. Traffic Control Devices.** All traffic control devices shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 Edition.

All signs shall be 4 feet by 4 feet with black legends on reflectorized orange backgrounds, unless otherwise noted.

All temporary signing shall be installed on supports as shown on Special Detail WZD-125-E.

Channelizing devices used on this project will be 42 inch channelizing devices. The Contractor will be responsible for protecting the work area and must supply the necessary traffic control devices apart from those called for on the plans to delineate the work area from the adjacent property.

All channelizing devices used on this project shall have sufficient ballast to prevent the devices from moving or tipping. If moving or tipping of devices occurs as the result of wind generated by traffic or occurring naturally, the Contractor will be required to place additional ballast on the devices at no additional cost.

All construction signing shall be covered or removed during the times they do not apply. The Contractor shall relocate all traffic control devices, including temporary signs and channelizing devices, as work progresses.

**f. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Maintaining Traffic .....	Lump Sum

**Maintaining Traffic** includes the cost of the following:

1. Providing, installing, maintaining, relocating and removing temporary traffic control devices during and/or between each zone/phase of the project; and
2. Maintaining local traffic and access to all loading docks within the CIA.

MONROE COUNTY COMMUNITY COLLEGE

SPECIAL PROVISION  
FOR  
**LIGHTING IMPROVEMENTS**

MSG:MJM

1 of 1

05-27-20

**a. Description.** This work consists of installing lighting improvements as shown on the plans.

**b. Materials.** Provide materials in accordance with section 819 of the Standard Specifications for Construction.

**c. Construction.** Coordinate with the Physical Plant to obtain information regarding the existing circuitry and load capacity of the lighting system. Install the lighting improvements as shown on the plans and in accordance with section 819 of the Standard Specification for Construction. Complete the work as specified by the Michigan Building Code.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Lighting Improvements .....	Lump Sum

The above pay items include all materials, labor, and equipment required to install the lighting improvements as shown on the plans. Costs for the electrical permit, if required by the local permitting jurisdiction, will be included in the pay item **Lighting Improvements**.