

NAME OF CONTRACTOR _____

PROPOSAL AND SPECIFICATIONS

FOR

PAVEMENT MARKING

PRIMARY ROADS

PT 2222

ENTIRE COUNTY

JULY 28, 2010

BOARD OF COUNTY ROAD COMMISSIONERS
OF ALLEGAN COUNTY, MICHIGAN

1308 Lincoln Road, Allegan, MI 49010

ALLEGAN COUNTY ROAD COMMISSION
ADVERTISEMENT FOR BIDS
COUNTY LOCAL ROAD CONSTRUCTION

Sealed bids will be received by the Allegan County Road Commission at their office at 1308 Lincoln Road (M-89), Allegan, Michigan until 11:00 a.m., Local Time, July 28, 2010, and, at such time, be publicly opened and read aloud for the following:

PROJECT NO. PT 2222 – Centerline and shoulder pavement markings for primary roads in Allegan County.

Complete specifications and bid forms are available at the Road Commission office and online at www.alleganroads.org under Materials & Service Bids.

All bids must be submitted on forms furnished by the road Commission and sealed in envelopes with the name and address of the bidder, and the item bid upon clearly marked thereon.

A bid deposit of at least 5% of the bid amount will be required for this item. The bid deposit may be in the form of certified check, cashier's check or bid bond.

The Commission reserves the right to reject any or all bids, to waive minor technicalities, and to accept the bid that is deemed to be in the best interest of the County of Allegan.

BOARD OF COUNTY ROAD COMMISSIONERS
OF ALLEGAN COUNTY, MICHIGAN

Bruce Culver, Chairman
Robert Kaarlie, Vice-Chairman
John Kleinheksel, Member

PROJECT NO. PT 2222 – Centerline and shoulder pavement markings for primary in Allegan County.

BID and AWARD

Date_____

Board of County Road Commissioners
Of Allegan County
1308 Lincoln Road
Allegan, MI 49010

Gentlemen:

The undersigned has examined the plans, specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposed to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete work in strict accordance with the plans and specifications therefore.

The undersigned further proposes to such extra work as may be ordered by you, prices for that are not included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun.

The undersigned agrees to complete all items of work on or before November 12, 2010.

The contractor shall submit a progress schedule subject to approval of the project engineer prior to the award of the contract.

The undersigned encloses a certified check, cashier's check, or Bid Bond, representing 5% of the bid, in the amount of \$_____, payable to the Allegan County Road Commission as a guarantee of good faith. If the contract is awarded to the undersigned, and the undersigned fails to furnish satisfactory bonds to the Road Commission within fifteen (15) days after being given notice of award said check will be forfeited to the Allegan County Road Commission as liquidated damage.

THE CONTRACT

The Contract Documents consist of the bid documents, this Agreement, Conditions of the Contract (General Supplementary, Special and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiation, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement will govern.

PROJECT NO. PT 2222 – Centerline and shoulder pavement markings for primary in Allegan County.

ALLEGAN COUNTY ROAD COMMISSION
ALLEGAN, MICHIGAN
ITEMIZED UNIT PRICE BID SCHEDULE

ITEM OF WORK	QUANTITY	UNIT PRICE	TOTAL
4" Wide – 3 Line, Michigan Centerline System – Yellow paint with beads. (Estimate 15 gallons of yellow paint per mile)	550 Miles		
Price adjustment for yellow paint and beads (per gallon)	1 Gallon		
4" Wide – Pavement Edgeline – White paint with beads	900 Miles		

TOTAL OF BID \$ _____

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized is awarded this contract and any change from this list will be permitted only with the consent of the Board of County Road Commissioners of Allegan County. **LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE.**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by the Board of County Road Commissioners of Allegan County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the Board of County Road Commissioners of Allegan County that would tend to destroy or hinder free competition.

In case the bidder is a co-partnership, each member must sign this proposal.

In case the bidder is a Corporation, this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

SIGNATURE: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____ PHONE: _____

ADDRESS: _____
(Street Address) (City) (State) (Zip)

FOR COUNTY USE ONLY – DO NOT WRITE BELOW

ACCEPTED BY: BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ALLEGAN, MICHIGAN

Chairman

Vice-Chairman

Member

Date

PROPOSAL FOR PAVEMENT MARKING

(For consideration at 11:00 AM, EDT, Wednesday July 28, 2010)

Allegan County Road Commission
1308 Lincoln Road
Allegan, MI 49010

Gentlemen:

We do hereby propose to furnish all necessary material, labor and equipment to paint centerline by means of a pneumatic spray device, on approximately 550 Miles of HMA surfaced roads in Allegan County in accordance with the following specifications:

METHOD & RATES OF APPLICATION

The three-line system of centerline marking will be used. Lines shall be as follows:

- (1) A 4-inch wide line will be used at all times.
- (2) Paint shall be applied at 15 mil wet film thickness, or 15 gal paint per mile of 4-inch solid line. Beads to be applied at rate of 4 to 6 lbs per gallon of paint.
- (3) The centerline of yellow will be an intermittent line containing 12.5 foot yellow segment and 37.5-foot skip segment. The paint shall be applied uniformly at an approximate rate of 3.9 gallons of paint per mile of Skip Line.
- (4) The yellow barrier line shall be a solid line, placed adjacent to the centerline, and applied as needed to indicate no passing zones. Wherever a double yellow barrier line is required, there will be no intermittent yellow placed between the two barrier lines.
- (5) Pavement Edge line of white shall be applied as a solid 4 inch minimum width line. The paint shall be applied uniformly at a minimum rate of 15 gallons per mile of Edge Line.
- (6) Paint unit must be capable of applying all three lines simultaneously.

MATERIALS

PAVEMENT MARKING PAINT: Michigan Department of Transportation Current Specifications for Regular Dry Paint.

GLASS BEADS: Michigan Department of Transportation Current Specifications for Glass Beads.

LINE PROTECTION

The Contractor shall have his equipment marked with all of the safety features required and the necessary safety equipment required by law. The protection of the wet paint shall be the responsibility of the Contractor. The painted lines shall be protected by means of a follow-up vehicle equipped with a sequential flashing Chevron sign panel capable of flashing left to right, right to left, or pass either side, traveling approximately 1500 feet after unit making the application.

EQUIPMENT

When applying regular dry paint, the paint unit shall be equipped with heated jacketed paint lines from the heat exchanger to the gun. This is necessary to maintain a minimum temperature of 110 to 120 Fahrenheit at the gun for proper application. The paint unit shall be equipped with a pressure bead system to apply glass beads with a gun type dispenser to ensure proper bead penetration and distribution.

LAYOUT WORK

The Road Commission shall provide guide marks for "NO PASSING ZONE" locations.

REFERENCES

The bidder shall satisfy the Board of County Road Commissioners, by reference to work that he has performed, that he is fully competent to properly execute work of the kind and class required by these specifications. Bidder shall, upon request, furnish a list of the Counties in which he has done work of this nature.

PROSECUTION OF WORK

The work proposed herein shall be completed by the 12th day of November, however, due to the nature of the operations, the Contractor may elect to partially complete the specified mileage and return at a later date (as agreed upon) to complete the balance. Some roads (approximately 65 miles) may not be ready for painting until after September 15, 2005. Check with the Road Commission before proceeding to find out which roads will be painted at the end of the season. Pavement markings may be applied anytime after the completion of the resurfacing projects. There will be another 5-10 miles of Roads Resurfaced in 2005 that are not shown.

CONTRACT QUANTITIES

The Road Commission reserves the right to increase or decrease the contract mileage by 50% without a change in unit price.

METHOD OF PAYMENT

Skip Lines and No Passing Zones: All yellow paint, beads and application for the intermittent centerline and barrier lines to be paid and measured as actual numbers per mile of roadway.

All paint shall be run through a flow meter as applied to determine that the correct volume has been applied per mile of line or lines.

The Unit Price bid (Per Mile) shall be based on an estimated 15 gallons of yellow paint to be used per mile of roadway with a price adjustment to be in effect per gallon for either an increase or decrease from the figure below. (Plan Quantity is equal to 8460 Gallons).

Pavement Edgeline: All Pavement Edgeline (White Paint) beads and application for the solid line to be paid and measured as actual number per miles of line(one side).

All edgeline paint shall be run through a flow meter as applied to determine that the correct volume has been applied per mile of line or lines; however, there is not a price adjustment for this item.

RENEWAL OPTIONS

The Road Commission reserves the right to renew the contract for two additional one-year terms, each upon mutual agreement of both parties. Pricing, terms and conditions of first year on contract will remain the same for any one-year renewal periods, but striping miles may vary.

ALLEGAN COUNTY ROAD COMMISSION
ALLEGAN, MICHIGAN

GENERAL SPECIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION-STANDARD SPECIFICATIONS

The work covered by the plans and specifications will be done in accordance with the 2003 Michigan Department of Transportation Standard Specifications for Construction, except as qualified in supplemental specifications and special conditions of the Allegan County Road Commission or as agreed to in writing at the time of the award of the contract.

DEFINITION OF TERMS

See Section 101 of Michigan Department of Transportation Standard Specifications for Construction.

SPECIAL CONDITIONS

Special requirements, regulations or directions applying to a particular project may be made a part of these specifications.

THE WORK

The work consists of the completed services, construction and/or paving by the Contract Documents and includes all materials and labor incorporated or to be incorporated therein.

RESPONSIBILITIES OF CONTRACTOR

- A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor will be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor will supervise and direct the work to the best of Contractor's ability, and give it all attention necessary for such proper supervision and direction.
- B. Discipline and Employment. Contractor will maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit for without sufficient skill to perform the job for which he or she was employed.
- C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor will provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, Including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents.
- D. Payment of Taxes; Procurement of Licenses and Permits. Contractor will pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and will secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.
- E. Compliance with Laws and Regulations. Contractor will comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

RESPONSIBILITIES OF CONTRACTOR (CON'T):

F. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence or omissions of all of Contractor's employees on the project, for those of Contractor's subcontractors and their employees, and for those of all other persons doing work under a contract with Contractor.

G. Responsibility for Safety. Unless otherwise stated herein, at Contractor's expense, Contractor will take all necessary precautions (including, without limitation, the furnishing of traffic control, barricades, traffic control devices, flaggers, warning lights, signs, warning signs, safety channels, channelization devices, guards, fences, walks, flags, cables and lights) for the safety of, and the prevention of injury, loss and damage to, persons and property (including, without limitation, in the term persons, members of the public, employees, Contractor's subcontractors and their respective employees, other contractors, their subcontractors and respective employees) on, about or adjacent to the location where the work is being performed, and will comply with all applicable provisions of safety rules, ordinances, codes, regulations, and orders of duly-constituted public authorities including, but not limited to, the Michigan Manual of Uniform Traffic Control Devices.

H. Responsibility of Subcontractors. The Contractor will require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitation, the RESPONSIBILITIES OF THE CONTRACTOR, will be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless The Board of County Road Commissioners of Allegan County, its officers, employees, representatives and agents from and against any and all claims, damages, demands, payments, suits, actions, recoveries, judgements, losses and expenses, including attorney fees, interest, and court costs, which are made, brought or recovered against the Board of County Road Commissioners of Allegan County, arising out of or resulting from performance of the Contractor's work under this Contract, provided that such claims, damages, losses, demands, payments, suits, actions, recoveries, judgements and/or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only if caused in whole or in part, by the act, omissions, fault, negligence or breach of the conditions of this Contract by negligent acts or omissions of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor will not, however, be obligated to indemnify the Board of County Road Commissioners of Allegan County, for any damage or injuries caused by or resulting from the sole negligence of the Board of County Road Commissioners of Allegan County. Such obligation will not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this paragraph.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph will not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

A. Contractor's Insurance. Prior to start of the Contractor's work, the Contractor will procure for the Contractor's work and maintain in force until the completion of the work, workers' compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents.

The Board of County Road Commissioners of Allegan County will be named as an additional insured on each of these policies except for worker's compensation.

The insurance will include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

B. Minimum Limits of Liability. The Contractor's comprehensive general and automobile liability insurance as required herein, will be written with limits of liability not less than the following:

a. Comprehensive general liability including completed operations

(1) \$ 500,000 each occurrence

b. Property damage

(1) \$ 500,000 each occurrence

C. Number of Policies. Comprehensive general liability insurance and other liability insurance may be arranged under a single policy for the full limit required or by combination of underlying policies with the balance provided by an excess or umbrella liability policy.

D. Cancellation, Renewal or Modification. The Contractor will maintain in effect all insurance coverage required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the Board of County Road Commissioners of Allegan County.

All insurance policies will contain a provision that the coverage afforded thereunder will not be cancelled or not renewed nor restrictive modifications added at any time after a certificate of insurance required under agreement has been issued and before the work; as defined herein, has been completed, until at least thirty (30) days prior thereto written notice has been given to the Board of County Road Commissioners of Allegan County unless otherwise specifically required in the Contract Documents.

Certificates of insurance or certified copies of policies acceptable to the Board of County Road Commissioners of Allegan County will be filed with the Board of County Road Commissioners of Allegan County prior to the commencement of the Contractor's work.

In the event that the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Board of County Road Commissioners of Allegan County may:

1. Purchase such coverage and charge the expense thereof to the Contractor, and
2. Withhold from any payment due or to become due to the Contractor an amount sufficient to protect the Board of County Road Commissioners of Allegan County from such claims, damages, demands, payments, suits, actions, recoveries, judgements, losses and expenses, including attorney fees, interest and court costs, and
3. Terminate this agreement.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Allegan County's compliance therewith, will relieve the Contractor from its obligations under the Contract to purchase and maintain required insurance or to indemnify the Board of County Road Commissioners of Allegan County.

PROGRESS CLAUSE

The successful bidder will be required to submit a Progress Schedule, giving an outline of his proposed order of work and to indicate the dates for completion of the work. This outline, when approved by the Road Commission, will become a part of the contract.

PROSECUTION OF THE WORK

The Contractor will begin the work within five (5) days after being notified by the Road Commission of the award of the contract, unless this is inconsistent with the Progress Schedule, in which case the Progress Schedule will govern. He will prosecute the work in the order given in the Progress Schedule, with force and equipment adequate to complete the sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the Progress Schedule, or if it appears at any time that such work is not being prosecuted in such a manner as to insure its completion within time specified, the Road Commission will have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission will deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Road Commission may place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in its judgement is reasonable, and for such time as the plant and equipment are in service.

ESTIMATED QUANTITIES

The quantities listed in the proposal are the estimated quantities. Increases or decreases in quantities will not be considered as a basis for adjustment in unit prices and Articles 103.02 of M.D.O.T. Standard Specifications for Construction will not apply in this regard.

FINAL PAYMENT

Final payment will not be made until the contractor will have filed with the Board of County Road Commissioners the consent of the Surety of the payment of the final estimate and satisfactory evidence by affidavit or otherwise that all his indebtedness by reason of the contract has been fully paid or satisfactorily secured. In case such evidence is not furnished, the Road Commission may retain out of any amount due said contractor sums sufficient to cover all lienable claims unpaid.

AFFIRMATIVE ACTION POLICY (EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER)

The Allegan County Road Commission will require the Contractor to submit an Affirmative Action Policy stating that they are an equal employment opportunity employer and will recruit, hire and promote in all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification. The Affirmative Action Policy will be signed by the Contractor or one of the Company's Authorized Officers.

CONTRACT BONDS

The Successful Bidder will furnish satisfactory performance and lien bonds, each in the amount of not less than one hundred (100) percent of the total contract price. Such bonds will be on forms provided and will meet the regulations of the Allegan County Road Commission and the requirements specified in the laws of Michigan.

No bonds will be required for contracts of less than \$5,000.00.

M.D.O.T. – PREQUALIFICATION

Contractors bidding on this work must be prequalified by the Michigan Department of Transportation to do similar work on State or Federal Aid Secondary projects.

LIQUIDATED DAMAGES

Failure to complete the project on or before the completion date specified will be assessed according to the following schedule:

Original Contract Amount	Liquid Damages Per Calendar Day
\$ 0 to 49,999	75
50,000 to 99,999	150
100,000 to 499,999	450
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000

The liquidated damages may be delayed if the contractor meets the requirements set forth in Section 108.11 of the 2003 Standard Specifications for Construction. Approval of the project engineer is required.