

NAME OF CONTRACTOR: _____

PROPOSAL AND SPECIFICATIONS

FOR

LOCAL ROAD BITUMINOUS SURFACING

HOT MIX ASPHALT – 13A, MOD
TOPSOIL SHOULDER, LM
MISCELLANEOUS ITEMS

1. LH 4757 – ALLEGAN TOWNSHIP – On 120th Avenue from 30th Street to 27th Street – 1.50 miles

ALLEGAN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

COUNTY PRIMARY HOT MIX ASPHALT PAVING

Sealed bids will be received by the Allegan County Road Commission at their office at 1308 Lincoln Road (M89), Allegan, Michigan until 11:00 A.M., E.D.T., Wednesday, September 17, 2014, and at such time be publicly opened and read aloud for the following:

I. HOT MIX ASPHALT PAVEMENT

Construct Hot Mix Asphalt (Michigan Department of Transportation Specification No. 13A) in Allegan Township.

Complete specifications and bid forms are available at the Road Commission office and on our website at www.alleganroads.org.

Bidders must be prequalified by the Michigan Department of Transportation to perform Paving Construction.

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.

BID DEPOSIT of at least 5% of the bid amount will be required for each project bid upon. A single bid check may be submitted to cover all projects bid. 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

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 negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any change from this list shall be permitted only with the consent of the Board of County Road Commissioners of Allegan County. **LIST THE NAME OF EACH SUB-CONTRACTOR WITH A 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.

Signed: _____ Name: _____
(Please Print)

Title: _____ Date: _____

Firm Name: _____ Phone: _____

Address: _____
(Street Address) (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

Commissioner

Date

ALLEGAN COUNTY ROAD COMMISSION

STANDARD PROVISIONS

SCOPE OF THE WORK

The work consists of furnishing and placing HMA and related items one (1) location throughout the county. All work will comply with the Michigan Occupational Safety and Health Act.

STANDARD SPECIFICATIONS

The Standard Specification for Construction of the Michigan Department of Transportation, 2012 Edition, hereinafter described as "Standard Specifications", shall apply unless noted otherwise in these Standard and Special Provisions.

HMA

This item includes furnishing, hauling, and placing the required HMA mixture as indicated below. This work will also include furnishing and applying bond coat, cleaning and sweeping as required and placing mixes around catch basins and downspouts. No additional payment will be made for HMA valley curb. HMA material used on driveways, side roads, and intersections will also be included in this item and paid for as the HMA mixture used, no additional payment will be made. Driveway construction may be single course over HMA drives and shall be two courses where the concrete approach is removed.

MIX DESIGNS

HMA 13A, MOD

1. The Contractor shall submit a mix design with a range of 5.0 to 8.0 percent (effective bitumen) of bitumen content. Target air voids of 3.00% through regression.
2. The Limits for the bitumen content of Range 1 shall be $\pm 0.30\%$ from the optimum mix design.
3. **PG 64-22** Performance Grade Asphaltic Cement Bituminous Material shall be combined with the mineral aggregate.
4. The Contractor shall submit a mix design and test results of the aggregates to be used at least two weeks before commencing paving. The mix design shall be submitted to an approved testing laboratory for design compliance tests. The Road Commission shall require a 1 point Marshall Test Mix Design.
5. All mix designs must be approved by the Engineer.

SPECIAL PROVISION
FOR
MARSHALL HOT MIX ASPHALT MIXTURE

1 of 2

1. **Description.** Furnish hot mix asphalt (HMA) mixture, designed using Marshall Mixture Design Methods, according to the requirements of the Standard Specifications for Construction except as modified by this special provision.

b. Mix Design. Submit the mix design for evaluation according to the Department’s Hot Mix Asphalt Procedures 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. RAP materials must conform to the Standard Specifications for Construction.

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 paid for at the contract unit price for the following contract item (pay item):

Contract 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	3.00	3.00	3.00	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) ©	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				
1 ½ 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>					

SPECIAL PROVISION
FOR
ACCEPTANCE OF HMA MIXTURE

1 of 2

a. Description. This special provision provides acceptance testing requirements for use on local agency projects that do not include the QC/QA special provision. The HMA mixture shall be provided to meet the requirements of the standard specifications for construction except where modified herein.

b. Materials. Aggregates, mineral filler (if required), and asphalt binder shall be combined as necessary to produce a mixture proportioned within the master gradation limits shown in the project documents, and meeting the uniformity tolerances listed in Table 1. The master gradation range is to be used for establishing mix design only. Topsoil, clay, or loam shall not be added to aggregates which are to be used in plant mixed HMA mixtures.

c. Construction. After the job-mix-formula is established, the aggregate gradation and the binder content of the HMA mixture furnished for the work shall be maintained within the Range 1 uniformity tolerance limits permitted for the job-mix-formula specified in Table 1. However, if deviations are predominantly either below or above the job-mix-formula, the Engineer may order alterations in the plant to bring the mixture to the job-mix-formula. If two consecutive aggregate gradations on one sieve, or binder contents as determined by the field tests, are outside Range 1 but within Range 2 tolerance limits, the Contractor shall suspend all operations. Contract time will continue during these times when the plant is down. Before resuming any production, the Contractor shall propose, for the Engineer's approval, all necessary alterations to the materials or plant so that the job-mix-formula can be maintained. The Engineer, after evaluating for effects on AWI and mix design properties, will approve or disapprove such alterations.

Acceptance sampling and testing will be performed by the Engineer using the sampling method and testing option selected by the Engineer. Each day of production, a minimum of two samples will be obtained for each mix type. Acceptance testing will be performed at the frequency specified by the Engineer. No less than three samples shall be obtained for each mix type. Quality control measures to insure job control are the responsibility of the Contractor.

The crushed particle content of the aggregate used in the HMA mixture shall not be more than 10 percentage points above or below the crushed particle content used in the job-mix-formula nor less than the minimum specified for the aggregate in the project documents.

Pavement density will be measured by the Engineer with a Nuclear Density Gauge using the Gmm from the Job Mix Formula (JMF) for the density control target. The required in place density of the HMA mixture shall be 92.0 - 96.0% of the density control target. The Contractor is responsible for establishing a rolling pattern that will achieve the required in place density.

Table 1: Uniformity Tolerance Limits for HMA Mixtures

PARAMETER	TOP & LEVELING COURSE		BASE COURSE	
	* Range 1	Range 2	* Range 1	Range 2
Binder Content	± 0.40	± 0.50	± 0.40	± 0.50
% Passing # 8 and Larger Sieves	± 5.0	± 8.0	± 7.0	± 9.0
% Passing # 30 Sieve	± 4.0	± 6.0	± 6.0	± 9.0
% Passing # 200 Sieve	± 1.0	± 2.0	± 2.0	± 3.0

*This range allows for normal mixture and testing variations. The mixture shall be proportioned to test as closely as possible to the Job-Mix-Formula.

d. Rejected Mixtures. If for any one mixture, two consecutive aggregate gradations on one sieve or binder contents as determined by field tests exceed the uniformity tolerance of Range 2 under Table 1, or do not meet the minimum requirements for crushed particle content specified in the project documents, the mixture will be rejected. If such mixtures are placed in a pavement, the remaining portions of the failing field samples (split sample) will be sent to the MDOT Central Laboratory to confirm the field test results. If the Laboratory=s results do not confirm the field test results and there are no price adjustments required due to test failures on the asphalt binder, then no price adjustments will be made for the mixture involved. If the Laboratory=s results confirm the field test results and if, in the Engineer=s judgment, the defective mixture can remain in place and there are no price adjustments required due to test failures on the asphalt binder, the contract unit price for the defective mixture involved, as determined from field tests, will be decreased on the following basis:

The contract unit price for material outside of Range 2 or with crushed particle content below that specified in the project documents will be decreased 25 percent.

If three consecutive aggregate gradations on one sieve, or bitumen contents as determined by field tests are outside Range 1 but within Range 2 tolerance limits, the mixture produced from the time the third sample was taken until the gradation, or bitumen content is corrected back into Range 1 will be decreased in contract unit price by 10 percent. Field tests indicating that mixtures are subject to the 10 percent penalty will be confirmed in the same manner as mixtures subject to the 25 percent penalty as described herein.

ROLLING OF THE HMA MIXTURE

Nuclear gauge testing requirements will be waived; the rolling operation will be controlled by the “Number of Rollers Method” shown below.

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required	
	Compaction Rollers	Finish Rollers
Less than 800	1	*1
800-1800	1	1
1800-4000	2	1
4000-7000	3	1

* The compaction roller may also be used as the finish roller.

METHOD OF PAYMENT FOR HMA MIXTURES

The item of “HMA Mixtures” will be paid for by the Ton.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
HMA 13A	Ton

PAVEMENT FOR BUTT JOINTS, REM

When a butt joint is specified, the Contractor will mill the existing bituminous surface to the thickness of the proposed overlay. The material will be removed for the full width of the joint. The removal will be tapered up to the original surface over a distance specified by the engineer. This item will also include disposing of the material milled.

METHOD OF PAYMENT FOR PAVEMENT FOR BUTT JOINTS, REM

The item of “Pavement for Butt Joints, Rem” will be paid for by the square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement for butt Joints, Rem	Square Yard

PAVEMENT MARKING, WATERBORNE, 4-INCH, WHITE

This item will include all equipment, labor, and material required to place the pavement marking according to Section 811 of the Standard Specifications.

METHOD OF PAYMENT FOR PAVEMENT MARKING, WATERBORNE, 4-INCH, WHITE

The item of "Pavement Marking, Waterborne, 4-inch, White" shall be paid for by the linear foot.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Marking, Waterborne, 4-inch, White	Foot

PAVEMENT MARKING, WATERBORNE, 4-INCH, YELLOW

This item will include all equipment, labor, and material required to place the pavement marking according to Section 811 of the Standard Specifications.

METHOD OF PAYMENT FOR PAVEMENT MARKING, WATERBORNE, 4-INCH, YELLOW

The item of "Pavement Marking, Waterborne, 4-inch, Yellow" shall be paid for by the linear foot.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Marking, Waterborne, 4-inch, Yellow	Foot

MONUMENT BOX, ADJ

This item includes all equipment, labor, and material required to remove existing monument boxes and reset them to match the final surface elevation of the HMA. If a new monument box is required it will be supplied by the Allegan County Road Commission.

METHOD OF PAYMENT FOR MONUMENT BOX, ADJ

The item of "Monument Box, Adj" shall be paid for by the individual unit.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Monument Box, Adj	Each

PAVEMENT MARKING, TEMPORARY

This item includes furnishing all equipment, labor, and material required to place temporary pavement marking tape four (4) inches wide of the appropriate color. Marks shall be four (4) foot long and placed every 50 feet.

METHOD OF PAYMENT FOR PAVEMENT MARKING, TEMPORARY

The item of "Pavement Marking, Temporary" will be paid for by the 100' station.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Marking, Temp.	Station

FLAG CONTROL

This item will include all equipment, labor, and material to provide traffic control in the construction influence area. This item also includes all signing required for the flagger sequence as described in the Standard Specifications.

METHOD OF PAYMENT FOR FLAG CONTROL

The item of "Flag Control" will be paid for as a lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Flag Control	Lump Sum

TRAFFIC CONTROL DEVICES

This item will include all equipment, labor, and material to provide lighted arrows, cones, plastic drums, or any other traffic control devices required. Traffic control will be done in accordance with Standard Specifications and the Michigan Manual of Uniform Traffic Control Devices.

METHOD OF PAYMENT FOR TRAFFIC CONTROL DEVICES

The item of "Traffic Control Devices" will be paid for as a lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control Devices	Lump Sum

TOPSOIL SHOULDER, LM

This item will include all labor, material, and equipment to place and strike off the material. Dumping of material on the road metal or the shoulder and blading it onto the shoulder will not be permitted. A mechanical shouldering machine and power broom will be required for this project.

All equipment used is subject to the approval of the Engineer. Topsoil will clean, free of debris, stones, and sod. Topsoil will be subject to the approval of the Project Engineer. Topsoil shoulders will be raked.

METHOD OF PAYMENT FOR TOPSOIL SHOULDER

The item of "Topsoil Shoulder, LM" will be paid for by the cubic yard, loose measure.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Topsoil Shoulder	Cubic Yard

RESTORATION

This item will include all labor, material, and equipment required to seed with TDS mixture at the rate of 220 lb/acre, mulch, and mulch anchoring according to Section 816.03 of the Standard Specifications.

METHOD OF PAYMENT FOR RESTORATION

The item of "Restoration" will be paid for by the square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Restoration	Square Yard

APPROACH, CI II, LM

This item will include all labor, material, and equipment to place and compact the material according to Section 307 of the Standard Specifications.

METHOD OF PAYMENT FOR APPROACH, CI II, LM

The item of "Approach, CI II, LM" will be paid for by the cubic yard, loose measure. If scales are available, the material will be weighted and a conversion based on 3,000 lb per cubic yard loose measure will be used.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Approach, CI II, LM	Cubic Yard

SHOULDER PREP

This item will include all labor, material, and equipment required to prepare the shoulders along the existing surface for paving or gravel resurfacing. The shoulder shall be finished flush with and at a slope matching the surface of the existing HMA surface. Any excess material shall be removed and disposed of as part of this item.

METHOD OF PAYMENT FOR SHOULDER PREP

The item of "Shoulder Prep" will be paid for by the lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Approach, CI II, LM	LS

ALLEGAN COUNTY ROAD COMMISSION

ALLEGAN, MICHIGAN

GENERAL SPECIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION – STANDARD SPECIFICATIONS

The work covered by the plans and specifications shall be done in accordance with the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as qualified in supplemental specifications and special provisions of the Allegan County Road Commission or as agreed to in writing at the time of the award of the contract. The SPECIAL PROVISION FOR PLANT MIXED BITUMINOUS MIXTURES of the Michigan Department of Transportation Bureau of Highways (1-30-96) shall also be a part of this contract.

DEFINITION OF TERMS

See Section 101.03 of Michigan Department of Transportation Specifications.

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 required 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 shall be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall 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 shall maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

RESPONSIBILITIES OF CONTRACTOR (con't)

C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor shall 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 shall 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 shall 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 shall 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.

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 shall 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 and agents of the Board of County Road Commissioners of Allegan County, Contractor's 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 shall 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.

RESPONSIBILITIES OF CONTRACTOR (con't)

H. Responsibility of Subcontractors. The Contractor shall 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, shall 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 shall 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, judgments, 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, judgments 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 there from, but only if caused in whole or in part, by the act, omission, 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 shall 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 shall 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 shall 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 sub-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 shall 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 shall be named as an additional insured on each of these policies except for worker's compensation.

The insurance shall 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, shall 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 shall 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 shall contain a provision that the coverage afforded thereunder shall 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 shall be filed with the Board of County Road Commissioners of Allegan County prior to the commencement of the Contractor's work.

Cancellation, Renewal or Modification (con't)

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, judgments, 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, shall 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 shall 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 shall 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 shall govern. He shall 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 shall have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission shall 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 judgment 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 1.03.02 of Standard Specifications shall not apply in this regard.

FINAL PAYMENT

Final payment will not be made until the contractor shall 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 shall 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 shall be signed by the Contractor or one of the Company's Authorized Officers.

CONTRACT BONDS

The Successful Bidder shall furnish satisfactory performance and lien bonds, each in the amount of not less than one hundred (100) per cent of the total contract price. Such bonds shall be on forms provided and shall 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.

1. LH 4757 – ALLEGAN TOWNSHIP – On 120th Avenue from 30th Street to 27th Street – 1.50 miles

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 proposes 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 do such extra work as may be ordered by you, prices for which 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 May 29, 2015. This project will be ready to pave on or about September 17, 2014.

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 shall be forfeited to the Allegan County Road Commission as liquidated damage.

ALLEGAN COUNTY ROAD COMMISSION

SPECIAL PROVISIONS

FOR

1. LH 4757 – ALLEGAN TOWNSHIP – On 120th Avenue from 30th Street to 27th Street – 1.50 miles

HMA 13A, MOD

TOPSOIL SHOULDER, LM

SHOULDER PREP

PAVEMENT FOR BUTT JOINTS, REM

PAVEMENT MARKING, WATERBORNE, 4 INCH, WHITE

PAVEMENT MARKING, WATERBORNE, 4 INCH, YELLOW

PAVEMENT MARKING, TEMPORARY

FLAG CONTROL

MONUMENT BOX, ADJ

TRAFFIC CONTROL DEVICES

SCOPE OF THE WORK

The work will consist of preparing the existing surface then placing a HMA 13A, Mod surface course 28' wide at an average yield of 275 lb/syd. A 2'-3' wide topsoil shoulder will then be placed from the POB to POE in yard areas only.

The work shall also include furnishing and applying Bond Coat (included in HMA items), MDOT Standard Specifications MS-2a or SS-1h before placing the HMA. Bond Coat will be placed at the rate of 0.05 – 0.10 gallons per square yard prior to placing HMA.

Intersections, driveway approaches, spillways, and valley curb are included in the bid quantities for HMA items. All approach HMA will be paid for as HMA 13A, Mod.

HMA Widths:

<u>Station</u>	<u>Pavement Width</u>
POB to POE	28' HMA

Miscellaneous Items of Work Quantity

0+00	Intersection 30th Street (Reference)
0+70	POB, Pavement for Butt Joints, Rem (50'x14') 78 Syd
46+88 Rt	HMA Drive, Pavement for Butt Joints, Rem (12' x 6') 8 Syd
52+00 Lt	HMA Drive, Pavement for Butt Joints, Rem (12' x 6') 8 Syd
53+28 Rt & Lt	Intersection 138th Avenue, Pavement for Butt Joints, Rem (50'x14') 78 Syd each side
53+28	Monument Box, Adjust
53+04	POE, Pavement for Butt Joints, Rem (50'x14') 78 Syd

ITEMIZED UNIT PRICE BID SCHEDULE FOR LH 4757

PROJECT	ITEM OF WORK	QUANTITY	UNIT PRICE	TOTAL
LH 4757	Shoulder Prep	1 LS		
LH 4757	HMA 13A, Mod	3,750 Ton		
LH 4757	Topsoil Shoulder, LM	150 Cyd		
LH 4757	Restoration	1,000 Syd		
LH 4757	Pavement for Butt Joints, Rem	328 Syd		
LH 4757	Approach CI II, LM	200 Cyd		
LH 4757	Pavement Marking, Waterborne, 4 inch, White	15,900 Ft		
LH 4757	Pavement Marking, Waterborne, 4 inch, Yellow	6,000 Ft		
LH 4757	Pavement Marking, Temporary	80 Sta		
LH 4757	Flag Control	1 LS		
LH 4757	Monument Box, Adj	1 Ea		
LH 4757	Traffic Control Devices	1 LS		

TOTAL OF BID \$ _____

SIGNED: _____ DATE: _____