

NAME OF CONTRACTOR: \_\_\_\_\_

***PROPOSAL AND SPECIFICATIONS***  
***FOR***  
***COUNTY LOCAL HOT MIX ASPHALT PAVING***

***SEPTEMBER 14, 2022***

ALLEGAN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

COUNTY LOCAL HOT MIX ASPHALT PAVING

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., Wednesday, September 14, 2022, and at such time be publicly opened and read aloud for the following:

I. HOT MIX ASPHALT PAVEMENT

Hot Mix Asphalt paving (Michigan Department of Transportation Specification: 4E1) in Martin Township.

Complete specifications and bid forms are available at the Road Commission office and the Road Commission website [www.alleganroads.org](http://www.alleganroads.org) under the Projects link.

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

John Kleinheksel, Chairman  
James Rybicki, Vice-Chairman  
Larry Brown, 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 will 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 will 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.**

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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)

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**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 at one (1) location throughout the county. The Board of Allegan County Road Commissioners reserves the right to make the award of projects to different contractors if it is in the best interest of the Road Commission. 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", will 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 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 will be a single course over existing HMA approaches or over gravel approaches that connect to concrete drives inside or at the road right-of-way. Driveway construction will be two course on new road surfacing projects or where the concrete approach was removed. The work will 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.

Performance Grade Asphaltic Cement Bituminous Material will be PG 64-22 unless specified on the individual bid sheets as PG 64-28.

#### MIX DESIGNS

##### HMA, ULTRA-THIN, \_\_\_\_\_ VOLUME

1. The Contractor will submit a mix design and test results of the aggregates to be used at least two weeks before commencing paving. The mix design will be submitted to an approved testing laboratory for design compliance tests. The Road Commission will require a mix design in accordance with the MDOT "HMA Production Manual".
2. All mix designs must be approved by the Engineer.

HMA, LVSP, MOD

1. The Contractor will submit a mix design with a range of 5.0 to 8.0 percent (effective bitumen) of bitumen content. Target air voids of 3.0% through regression.
2. The limits for the bitumen content of range 1 will be  $\pm 0.30$  from the optimum mix design.
3. The Contractor will submit a mix design and test results of the aggregates to be used at least two weeks before commencing paving. The mix design will be submitted to an approved testing laboratory for design compliance tests. The Road Commission will require a mix design in accordance with the MDOT "HMA Production Manual".
4. All mix designs must be approved by the Engineer.

HMA, 4E1, MOD

1. The Contractor will submit a mix design with a range of 5.0 to 8.0 percent (effective bitumen) of bitumen content. Target air voids of 3.0% through regression.
2. The limits for the bitumen content of range 1 will be  $\pm 0.30$  from the optimum mix design.
3. The Contractor will submit a mix design and test results of the aggregates to be used at least two weeks before commencing paving. The mix design will be submitted to an approved testing laboratory for design compliance tests. The Road Commission will require a mix design in accordance with the MDOT "HMA Production Manual".
4. All mix designs must be approved by the Engineer.

**ROLLING OF THE HMA MIXTURE**

Nuclear gauge testing requirements may be waived at the discretion of the Engineer; the rolling and compaction 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, LVSP, Mod	Ton
HMA, 4E1, Mod	Ton
HMA, Ultra-Thin, _____ Volume	Ton

**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 will be entirely stripped of vegetation between the existing asphalt edge and the beginning of the ditch fore slope. Any excess material will be removed and disposed outside the road right-of-way as part of this item.

**In subdivisions, this item also includes all labor, material, and equipment required to cold mill and dispose of all the existing asphalt valley gutter and vegetation from both shoulders. In this case, cold milling all the asphalt valley gutter will be paid as “Shoulder Prep” and not paid as “Cold Milling HMA Surface” or “Pavt for Butt Joints, Rem” along driveways.**

This item also includes relocating mailboxes if they conflict with construction. The shoulder preparation may require mowing and/or spraying to kill vegetation if completed more than one week prior to paving.

This item also includes grading existing gravel drive approaches to be connected to concrete drives inside or at the road right-of-way. They will be prepped for a single course of asphalt. The drives will be identified in the project log.

**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>
Shoulder Prep	Lump Sum

**SHOULDER & 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.

Dumping of material on the road metal, shoulders or approaches and blading it out will not be permitted. A mechanical shouldering machine, power broom, skid steer, and double drum roller will be required for this project. All equipment used is subject to the approval of the Engineer.

Shoulder and Approach material must be placed within 14 calendar days of paving completion. After 14 days, liquidated damages will be assessed in accordance with section 108.10 of the 2012 Standard Specifications for Construction.

**METHOD OF PAYMENT FOR SHOULDER & APPROACH, CI II, LM**

The item of “Shoulder & 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>
Shoulder& Approach, CI II, LM	Cubic Yard

**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 be clean, free of debris, stones, and sod. Topsoil will be subject to the approval of the Project Engineer. Topsoil shoulders will be compacted and raked.

Shoulder material must be placed within 14 calendar days of paving completion. After this time, liquidated damages will be assessed in accordance with section 108.10 of the 2012 Standard Specifications for Construction.

**METHOD OF PAYMENT FOR TOPSOIL SHOULDER, LM**

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, LM	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. The contractor will be required to re-seed if less than 75% of the restored area is not established, as determined by the Engineer.

**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



**TRENCHING**

This item will include all labor, material, and equipment required to trench the existing shoulder according to Section 307.03 of the Standard Specifications. This item will also include any mailbox relocations required for the work to be completed.

**METHOD OF PAYMENT FOR TRENCHING**

The item of "Trenching" will be paid for by the station. It will be measured along each pavement edge.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Trenching	Station

**PAVT FOR BUTT JOINTS, REM**

When a Butt joint is specified, the Contractor will mill the existing bituminous surface to a depth between 1.5" and 2" even if the proposed overlay thickness is greater. 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 PAVT FOR BUTT JOINTS, REM**

The item of "Pavt for Butt Joints, Rem" will be paid for by the square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt for Butt Joints, Rem	Square Yard

**PAVT, REM, MOD**

This item includes all equipment, labor and materials required to remove and dispose of the pavement in accordance with Section 204 of the Standard Specifications and as modified in this specification. When a concrete driveway approach is specified to be removed, the Contractor will sawcut and remove the existing concrete surface where marked by the Engineer. Aggregate base will be required to maintain access to the driveway and allow for 3" of HMA. The aggregate base will be 21AA aggregate, HMA millings, or crushed concrete and included in this item.

**METHOD OF PAYMENT FOR PAVEMENT FOR PAVT, REM, MOD**

The item of "Pavt, Rem, Mod" will be paid for by the square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt, Rem, Mod	Square Yard

**COLD MILLING HMA SURFACE**

This item will include all equipment, material, and labor required to achieve a smooth surface over the area specified.

The HMA surface will be removed to the depth, width, grade, and cross-section specified. Backfill and compact according to Subsection 501.03.C.9, all depressions left by removal of material below the specified grade. All costs associated with this backfill and compaction will be borne by the contractor.

Immediately after cold-milling, clean the surface. Dispose of the material removed from the surface according to Subsections 204.03.B. Do not incorporate it into the HMA.

Cold-Milling Machines. Equipment must consistently remove the HMA surface, in one or more passes, to the required grade and cross section producing a uniformly textured surface. Machines must be equipped with all of the following:

- a. automatically controlled and activated cutting drums
- b. grade reference and transverse slope control capabilities
- c. an approved grade referencing attachment, not less than 30 feet in length. An alternate grade referencing attachment may be used if approved by the Engineer prior to use.

**METHOD OF PAYMENT FOR COLD MILLING HMA SURFACE**

The item of "Cold Milling HMA Surface" will be paid for by the square yard.

**PAY ITEM**

**PAY UNIT**

Cold Milling HMA Surface

Square Yard

**VALVE BOX, ADJ**

This item includes all equipment, labor, and material required to remove existing water valve boxes and reset them to match the final surface elevation of the HMA.

**METHOD OF PAYMENT FOR VALVE BOX, ADJ**

The item of "Valve Box, Adj" will be paid for by the individual unit.

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

**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. The Allegan County Road Commission will furnish new boxes if the existing box is broken, damaged, or missing.

**METHOD OF PAYMENT FOR MONUMENT BOX, ADJ**

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

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

**MANHOLE, ADJ**

This item includes all equipment, labor, and material required to adjust existing manholes catch basins and drainage structures to match the final surface elevation of the HMA.

**METHOD OF PAYMENT FOR MANHOLE, ADJ**

The item of "Manhole, Adj" will be paid for by the individual unit.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Manhole, Adj	Each

**PAVT MRKG, 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.

The Allegan County Road Commission will mark no-passing zones after paving the surface course. Pavement markings must be placed within 14 calendar days of shoulder completion. After this time, liquidated damages will be assessed in accordance with section 108.10 of the 2012 Standard Specifications for Construction.

**METHOD OF PAYMENT FOR PAVT MRKG, WATERBORNE, 4-INCH, YELLOW**

The item of "Pavt Mrkg, Waterborne, 4-inch, Yellow" will be paid for by the linear foot.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt Mrkg, Waterborne, 4-inch, Yellow	Foot

**PAVT MRKG, 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.

Pavement markings must be placed within 14 calendar days of shoulder completion. After this time, liquidated damages will be assessed in accordance with section 108.10 of the 2012 Standard Specifications for Construction.

**METHOD OF PAYMENT FOR PAVT MRKG, WATERBORNE, 4-INCH, WHITE**

The item of "Pavt Mrkg, Waterborne, 4-inch, White" will be paid for by the linear foot.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt Mrkg, Waterborne, 4-inch, White	Foot

**PAVT MRKG, TYPE NR, TAPE, 4-INCH, YELLOW, TEMP**

This item will include all equipment, labor, and material required to place the pavement marking according to Section 812 of the Standard Specifications. Marks will be four (4) foot long and placed every 50 feet.

**METHOD OF PAYMENT FOR PAVT MRKG, TYPE NR, TAPE, 4-INCH, YELLOW, TEMP**

The item of "Pavt Mrkg, Type NR, Tape, 4-inch, Yellow, Temp" will be paid by the station.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavt Mrkg, Type NR, Tape, 4-inch, Yellow, 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. This item will also include placing and maintaining “low shoulder” signs throughout the project until shoulder placement is complete. 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

**SIGN, TYPE B, TEMP, MOD**

The item of “Sign, Type B, Temp, Mod” will include supplying all materials, equipment and labor required to erect and maintain construction signs as designated by the Engineer. Materials and placement will conform to the MDOT Standard Specifications for Construction and the Michigan Manual of Uniform Traffic Control Devices. Signs will be placed as noted in the detour route detail or as instructed by the Engineer. Steady burn light and posts are included in the Sign, Type B, Temp, Mod item.

**METHOD OF PAYMENT FOR SIGN, TYPE B, TEMP, MOD:** The item of “Sign, Type B, Temp, Mod” will be paid for by the square foot of sign face.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sign, Type B, Temp, Mod	Square Foot

**PLASTIC DRUM, HIGH INTENSITY, LIGHTED, MOD**

The item of “Plastic Drum, High Intensity, Lighted, Mod” will include all labor, equipment and material to furnish, set up, move and maintain the drums as required by the Engineer. Drums will be equipped with one light.

Section 812 of the Standard Specifications for Construction will apply.

METHOD OF PAYMENT FOR PLASTIC DRUM, HIGH INTENSITY, LIGHTED, MOD: The item of “Plastic Drum, High Intensity, Lighted, Mod” will be paid for by the individual unit.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Plastic Drum, High Intensity, Lighted, Mod	Each

**BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, MOD**

The item of “Barricade, Type III, High Intensity, Double Sided, Lighted, Mod” will include all labor, equipment and material to furnish, set up, move and maintain the barricades.

The Contractor will furnish and maintain Barricades, Type III with three lights and an R-11-4 Sign (ROAD CLOSED TO THRU TRAFFIC) mounted above the barricade. The R-11-4 sign will comply with and be paid as “Sign, Type B, Temp, Mod”.

Section 812 of the Standard Specifications for Construction will apply.

METHOD OF PAYMENT FOR BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, MOD: The item of “Barricade, Type III, Double Sided, Lighted, Mod” will be paid for as individual units.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Barricade, Type III, High Intensity, Double Sided, Lighted, Mod	Each

**AGGREGATE BASE, CONDITIONING**

Shape the existing aggregate base course to a 2% cross-slope (or as directed by the Engineer) within a tolerance of ±1/2 inch. The existing surface will be cut and compacted to a minimum depth of 2 inches. A minimum compaction of 98% will be required. Wetting and rolling will be required. Density testing will be run at the discretion of the Engineer. This item will also include shaping and compacting driveways and approach roads to be paved.

**METHOD OF PAYMENT FOR AGGREGATE BASE, CONDITIONING**

The item of “Aggregate Base, Conditioning” will be paid for by the Station.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Aggregate Base, Conditioning	Station

**HMA BASE CRUSHING AND SHAPING**

Crush and shape the existing HMA base in accordance with Section 305 of the Standard Specifications. Commence the crushing operation after placement of the Aggregate Surface Cse, if applicable, to provide a uniformly mixed material of aggregate and crushed HMA.

**METHOD OF PAYMENT FOR HMA BASE CRUSHING AND SHAPING**

The item of “HMA Base Crushing and Shaping” will be paid for by the square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
HMA Base Crushing and Shaping	Square Yard

**AGGREGATE SURFACE CSE**

This item will include all labor, material, and equipment required to add MDOT 22A gravel to the HMA surface prior to pulverizing and to mix the gravel thoroughly with the existing material. Place gravel 2-3” thick or as directed by the Engineer. This item may also be used to add additional aggregate after pulverizing.

**METHOD OF PAYMENT FOR AGGREGATE SURFACE CSE**

The item of “Aggregate Surface Cse” will be paid for by the ton.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Aggregate Surface Cse	Ton

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 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.

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 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 or 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.

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 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 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, 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 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 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 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, 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, 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 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 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) per cent 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 \$70,000.00.

## 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 400146 – MARTIN TOWNSHIP – 122<sup>nd</sup> Avenue, 10<sup>th</sup> Street to 4,300' east – 0.81 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 **November 4, 2022.**

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.

ALLEGAN COUNTY ROAD COMMISSION

SPECIAL PROVISIONS

FOR

1. LH 400146 – MARTIN TOWNSHIP – 122<sup>nd</sup> Avenue, 10<sup>th</sup> Street to 4,300' east – 0.81 miles

SCOPE OF THE WORK

The work will consist of conditioning the aggregates base and drives. Then place an HMA, 4E1, Mod (64-28) leveling course with an average yield of 220 lb/syd, followed by a HMA, 4E1, Mod (64-28) surface course with an average yield of 220 lb/syd. Gravel shoulders and approaches will then be placed from the POB to POE. Pavement markings will then be placed from the POB to POE.

HMA Widths:

<u>Station</u>	<u>HMA Width</u>	<u>Shoulder Width</u>
POB to POE	30'	1' Rt & Lt

Miscellaneous Items of Work Quantity

<u>Station</u>	<u>Description</u>	<u>Dimensions</u>	<u>House #</u>
0+00	Centerline of 10 <sup>th</sup> Street (Reference)		
0+40	POB, "Pavt for Butt Joints, Rem"	60'x18'	
1+00 Rt	Begin Drive/Parking Lot, Prep & Pave to right of way line		
2+10 Rt	Manhole, Adj		
2+15 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
3+40 Rt	End Drive/Parking Lot		
4+15 Rt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
6+95 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
7+25 Rt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
11+50 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
12+80 Rt	Begin concrete curb and gutter		
13+10 Rt	End concrete curb & gutter, begin railroad crossing		
13+30 Lt	End railroad crossing, begin concrete curb & gutter		
13+60 Lt	End concrete curb and gutter		
14+00 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
15+50 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		
21+75 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"		

22+60 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	16'x6'
24+35 Rt	Gravel Drive, "Shoulder & Approach, CI II, LM"	
25+50 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"	
26+60 Rt	Intersection of 9 <sup>th</sup> Street "Monument Box, Adj"	
28+45 Rt	Gravel Drive, "Shoulder & Approach, CI II, LM"	
29+50 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	16'x6'
31+40 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	16'x6'
32+50 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	16'x6'
38+00	Begin HMA Valley Curb	
42+00	End HMA Valley Curb	
43+00 Lt	Gravel Drive, "Shoulder & Approach, CI II, LM"	
43+20	POE, End paving	



**MARTIN TOWNSHIP PROJECTS BID SCHEDULE:**

<b>1. <u>LH 400146 – MARTIN TOWNSHIP</u> – 122<sup>nd</sup> Avenue, 10<sup>th</sup> Street to 4,300' east – 0.81 miles</b>			
<b>ITEM OF WORK</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
HMA, 4E1, Mod (64-28)	3,600 Ton		
Monument Box, Adjust	1 Ea		
Pavt Mrkg, Type NR, Tape, 4-inch, Yellow, Temp	43 Sta		
Pavt for Butt Joints, Rem	140 Syd		
Aggregate Base Conditioning	43 Sta		
Shoulder & Approach, CI II, LM	350 Cyd		
Flag Control	1 LS		
Traffic Control Devices	1 LS		
Pavt Mrkg, Waterborne, 4-inch, Yellow	4,000 Ft		
Pavt Mrkg, Waterborne, 4-inch, White	8,600 Ft		

TOTAL OF BID – ALLEGAN TOWNSHIP \$ \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_