

NAME OF CONTRACTOR: _____

PROPOSAL AND SPECIFICATIONS
FOR
COUNTY LOCAL HOT MIX ASPHALT PAVING
June 28, 2023

1. LH 400186 – HEATH TOWNSHIP – 132nd Avenue, 48th Street to M-40 – 1.60 miles
2. LH 400187 – HEATH TOWNSHIP – 132nd Avenue, 44th Street to 42nd Street – 0.99 mile

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, June 28, 2023, 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: 4EL) in Heath Township.

Complete specifications and bid forms are available at the Road Commission office and the Road Commission website 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
Larry Brown, Vice-Chairman
Rick Cain, Commissioner

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.**

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 at twenty (2) locations in Heath Township. **The projects will be awarded as one project, not by each individual project.** 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, 2020 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 courses 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, 5EL

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 ± 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, 4EL

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 ± 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, 5EL	Ton
HMA, 4EL	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 at the slope of the existing roadway. Any excess material will be removed and disposed of outside the road right-of-way as part of this item. The shoulder preparation may also require mowing and/or spraying to kill vegetation if completed more than one week prior to paving or if deemed to be necessary by the engineer.

In the case of an HMA overlay that does not include cold milling the entire HMA surface prior to paving, this item will also include all labor, material, and equipment required to cold mill and dispose of all existing asphalt valley gutter from both shoulders, as well as milling around all catch basins, spillways and any other objects or structures placed within the valley gutter. In this case, cold milling the asphalt valley gutter and milling around all objects within the valley gutter will be paid as “Shoulder Prep” and not paid as “Cold Milling HMA Surface” or “Pavt for Butt Joints, Rem”.

This item also includes grading existing gravel drive approaches that are connected to concrete or HMA drives inside or at the road right-of-way. They will be prepped for a single 2” course of HMA. The drives will be identified in the project log and/or marked in the field by the Engineer.

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 this time, liquidated damages will be assessed in accordance with section 108.10 of the 2020 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 edge of pavement 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 2020 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

PAVEMENT 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 to the line 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 at a minimum of 3” and included in this item.

METHOD OF PAYMENT FOR PAVEMENT FOR PAVEMENT REM, MOD

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Rem, Mod	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

DR STRUCTURE COVER, ADJ, CASE 1, MOD

This item includes all equipment, labor, and materials required for temporary lowering (prior to Cold Milling HMA Surface) and adjusting of existing storm sewer and sanitary sewer manhole covers to the finish pavement elevation and shall be in accordance with Section 403 of the Standard Specifications for Construction and the detail included in this special provision.

The material used for backfilling the drainage structure cover shall be Concrete Grade, 3500 (psi). Public utilities will inspect and supply new structure finished covers for their facilities where needed.

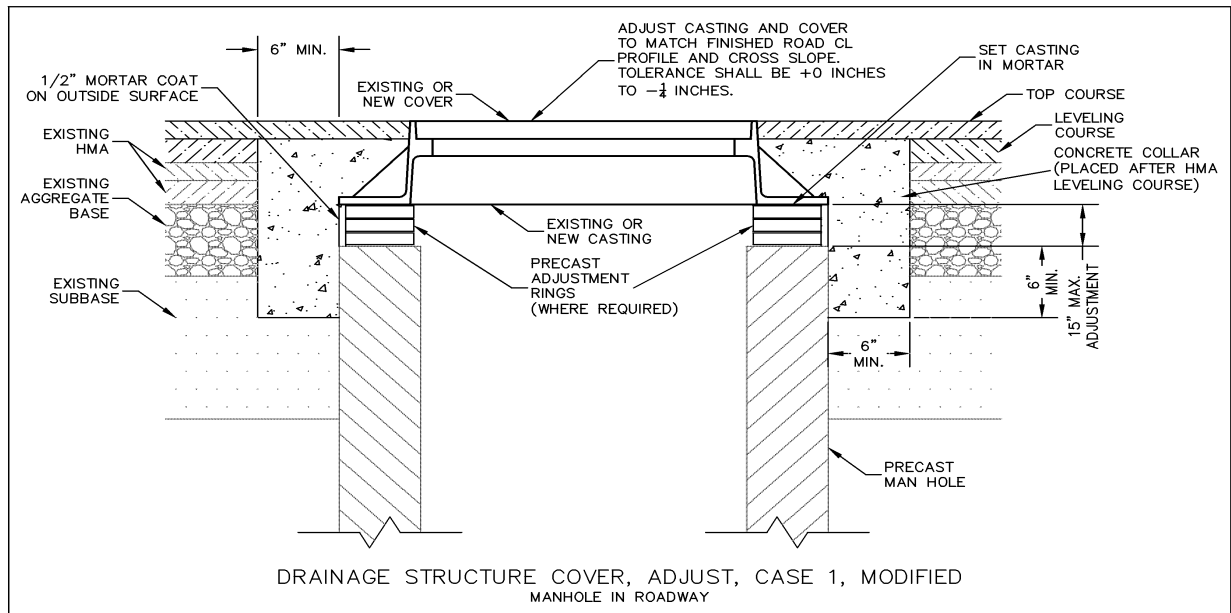
Construction methods shall be in accordance with Section 403 of the Standard Specifications for Construction except that material used for backfilling the cover after it has been adjusted to the finished pavement elevation shall be concrete and placed to the dimensions shown on the attached drawing. The contractor shall strike off the mortar on the inside of the adjustment and casting joints. Benches and flow lines shall be cleaned of all debris. All debris shall be removed from the structure. No washing of debris will be allowed.

Drainage structures that need reconstructing 6 inches below the finish bottom of casting elevation shall be paid as "Dr Structure, Adj, Add Depth" which shall include all labor, equipment, excavation, and materials necessary to complete the item.

METHOD OF PAYMENT FOR DR STRUCTURE COVER, ADJ, CASE 1, MOD

The item of "Dr Structure Cover, Adj, Case 1, Mod" will be paid for by the individual unit.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Dr Structure Cover, Adj, Case 1, Mod	Each



MAILBOX POST, MOD

Whenever mailboxes are encountered along the project within the construction limits, the contractor shall maintain all such existing mailboxes at or near their present location in such a manner as to permit the uninterrupted delivery of the mail. As the progress of the work permits, the contractor shall relocate the mailboxes as directed by the Engineer to a point near the outside edge of the new shoulder and reset them permanently in compliance with the requirements of the United States Postal Service.

The treatment of mailboxes and mailbox posts shall be in accordance with Section 807.03K of the Michigan Department of Transportation 2020 Standard Specifications for Construction except that if it is determined by the Engineer that the existing mailbox post need not be replaced, the use of the existing post for resetting the existing mailbox in its permanent position will be allowed, and a new post will not be required. The post shall be embedded 20 inches to 24 inches in the ground. The existing mailbox shall be set on a new post if it is in good condition as determined by the engineer and meets present standards. At applicable locations the newspaper boxes shall also be transferred to the new post along with the mailbox. Address numbers shall be a minimum of 3 inches tall and shall be placed on both sides when new mailboxes are used.

MEASUREMENT AND PAYMENT:

The completed work will for each mailbox post relocated, including all materials, labor and equipment and will be paid for at the contract unit price using the following contract item Pay Item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Mailbox Post, Mod	Each

No Additional payment will be made for mailboxes or posts damaged by the contractor.

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 2020 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 2020 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 and shall conform to Section 812.G.1-9 in the Standard Specifications. Failure to provide safe and satisfactory flag control, as determined by the Engineer, will result in an initial warning which will be in writing with corrective action to be taken. Any subsequent violations will result in a reduction in payment for item Flag Control.

Second Warning – 50% reduction

Third Warning – No payment

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, channelizing devices, or any other traffic control devices required. All channelizing devices and signage will be High Intensity Sheeting and will be per MDOT Maintaining Traffic Typical, 101-GEN-SPACING-CHARTS, 102-GEN-NOTES, 103-GEN-SIGN, 104-GEN-AB, 110-TR-NFW-2L, 122-NFW-SHL (R), and special detail WZD-125-E. 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 104.07, 104.11, and Sections 812 and 922 of the Standard Specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices. Failure to provide adequate and proper traffic control devices as determined by Engineer will result in no payment of item until the correct devices are provided. Any corrective action will be in writing to the Contractor.

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

AGGREGATE SURFACE CSE, MOD

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 square yard.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Aggregate Surface Cse	Square Yard

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 2020 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.

The Allegan County Road Commission will be replacing cross culverts on some of the projects prior to paving. Confirm culvert replacements are complete prior to scheduling paving.

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 400186 – HEATH TOWNSHIP – 132nd Avenue, 48th Street to M-40 – 1.60 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 3, 2023.**

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 400186 – HEATH TOWNSHIP – 132nd Avenue, 48th Street to M-40 – 1.60 miles

SCOPE OF THE WORK

The work will consist of preparing the shoulders and existing HMA surface, then placing an HMA, 4EL surface course at an average yield of 220 lb/syd. Gravel shoulders and approaches will then be placed from POB to POE. 1' Topsoil shoulders and Restoration will be placed behind valley gutter in residential areas. Pavement markings will then be placed.

HMA Widths:

<u>Station</u>	<u>HMA Width</u>	<u>Shoulder Width</u>
POB to POE	28'	1'-2' Gravel

Miscellaneous Items of Work Quantity

<u>Station</u>	<u>Description</u>	<u>Dimensions</u>	<u>House #</u>
26+86 Rt & Lt	Int. of 48th St, "Pavt for Butt Joints, Rem" Mon Box, Adjust	80'x8'	
31+59 Lt	Millings Drive (ACRC will add material after paving) Buttercup	30'x6'	
34+11 Lt	Concrete Drive, "Pavement Rem, Mod"	30'x6'	#4789
36+42 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4769
40+25 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4741
40+62 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4761
45+85 Lt	Gravel Drive	40'x6'	
52+35 Lt	Int. 47th Street, "Pavt for Butt Joints, Rem"	80'x8'	
61+91 Lt	Millings Drive (ACRC will add material after paving)	20'x6'	#4653
65+84 Lt	Millings Drive (ACRC will add material after paving) Foxtrail Dr.	20'x6'	
66+33 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4638
69+05 Rt	Int. Marcia Lane, "Pavt for Butt Joints, Rem"	80'x8'	
69+77 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	
70+55 Lt	Gravel Drive	20'x6'	
71+69 Lt	Gravel Drive	20'x6'	
72+17 Lt	HMA Drive, "Pavt for Butt Joints, Rem" Mossy Oak Dr.	20'x6'	
72+54 Rt	Millings Drive (ACRC will add material after paving)	20'x6'	#4622
72+57 Lt	Gravel Drive	20'x6'	
75+79 Rt	Gravel Drive, Randall Lane	20'x6'	#4614
76+02 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4613
84+27 Lt	Gravel Drive	20'x6'	#4565
84+94 Rt	Gravel Drive	20'x6'	#4620

85+46 Lt	Gravel Drive, Lone Pine Trail	30'x6'	
87+45 Lt	Gravel Drive	20'x6'	#4561
94+01 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	30'x6'	#4535
96+39 Lt	Gravel Drive	20'x6'	#4525
97+98 Rt	Gravel Drive, Hamilton Redi Mix	30'x6'	
99+08 Lt	Millings Drive (ACRC will add material after paving)	30'x6'	#4531
99+90 Rt	Concrete Drive, "Pavement Rem, Mod"	40'x6'	Hamilton Redi Mix
109+37 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	
111+50	POE, M-40 "Pavt for Butt Joints, Rem"	80'x20'	

2. LH 400187 – HEATH TOWNSHIP – 132nd Avenue, 44th Street to 42nd Street – 0.99 mile

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 3, 2023.**

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

2. LH 400187 – HEATH TOWNSHIP – 132nd Avenue, 44th Street to 42nd Street – 0.99 mile

SCOPE OF THE WORK

The work will consist of preparing the shoulders and existing HMA surface, then placing an HMA, 4EL surface course at an average yield of 220 lb/syd. Gravel shoulders and approaches will then be placed from POB to POE. 1' Topsoil shoulders and Restoration will be placed behind valley gutter in residential areas. Pavement markings will then be placed.

HMA Widths:

<u>Station</u>	<u>HMA Width</u>	<u>Shoulder Width</u>
POB to POE	28'	1' Gravel

Miscellaneous Items of Work Quantity

<u>Station</u>	<u>Description</u>	<u>Dimensions</u>	<u>House #</u>
0+00	POB, West side of 44th Street Int. "Pavt for Butt Joints, Rem"	30'x20'	
0+80 Rt & Lt	Int. 44th Street "Pavt for Butt Joints, Rem"	40'x15'	
1+73 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	40'x6'	
1+90 Lt	Concrete Drive, connect with HMA	30'x10'	#4395
2+64 Rt	Gravel Drive, Shady Acres dumpsters	30'x6'	
2+95 Lt	Concrete Drive, connect with HMA	30'x10'	#4391
3+62 Lt	Gravel Drive	20'x6'	
4+32 Lt	HMA Drive, "Pavt for Butt Joints, Rem" Oak Drive	30'x6'	
4+32 Lt	Concrete Drive, "Pavement Rem, Mod"	30'x6'	#4383
5+50 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4379
7+30 Rt	HMA Drive, "Pavt for Butt Joints, Rem" Acorn Drive	30'x10'	
9+12 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4371
11+17 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4361
12+19 Rt	Gravel Drive	20'x6'	#4360
12+19 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4351
13+55 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4350
16+34 LT	Millings Drive (ACRC will add material after paving)	40'x6'	
18+50 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4330
18+97 Lt	Millings Drive (ACRC will add material after paving)	40'x6'	#4315
21+98 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4320
23+96 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4304
24+42 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4300
24+99 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4303
27+01	Monument Box, Adjust		
30+07 Rt	Gravel Drive, White Pine Drive	30'x6'	
42+84 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	
36+08 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4274
36+46 Lt	Gravel Drive 20'x6' #4275		

36+64 Rt	HMA Drive, "Pavt for Butt Joints, Rem" Rosco Dr.	30'x6'	
37+92 Rt	Millings Drive (ACRC will add material after paving)	20'x6'	#4254
37+92 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4271
39+64 Lt	Gravel Drive	20'x6'	
41+26 Rt	Gravel Drive	20'x6'	#4250
41+47 Lt	Concrete Drive, "Pavement Rem, Mod"	30'x12'	#4249
45+37 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4237
45+62 Rt	Concrete Drive, "Pavement Rem, Mod"	20'x10'	#4216
47+56 Lt	Millings Drive (ACRC will add material after paving)	20'x6'	#4213
48+30 Rt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4510
50+87 Rt	Gravel Drive	20'x6'	#4200
51+65 Lt	HMA Drive, "Pavt for Butt Joints, Rem"	20'x6'	#4209
52+40	POE, "Pavt for Butt Joints, Rem"	22'x25'	

