

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

PROPOSAL AND SPECIFICATIONS  
FOR  
HIGHWAY CONSTRUCTION

COUNTY PRIMARY AND LOCAL ROAD SYSTEM

PROJECT NO. PH 3562 & LH 4052 – Removal and replacement of guardrail on various primary and local roads in Allegan County.

VARIOUS TOWNSHIP

September 25, 2019

BOARD OF COUNTY ROAD COMMISSIONERS  
OF ALLEGAN COUNTY, MICHIGAN

1308 Lincoln Road, Allegan, MI 49010

ALLEGAN COUNTY ROAD COMMISSION  
ADVERTISEMENT FOR BIDS  
COUNTY LOCAL ROAD CONSTRUCTION

Sealed bids will be received by the Allegan County Road Commission at their office at 1308 Lincoln Road (M-89), Allegan, Michigan until 11:00 A.M., Local Time, September 25, 2019, and, at such time, be publicly opened and read aloud for the following:

PROJECT NO. PH 3562 & LH 4052 – Removal and replacement of guardrail on various primary and local roads in Allegan County.

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. When accessing plans from the website, please send an email to [rcbeth@alleganroads.org](mailto:rcbeth@alleganroads.org) to be added to the plan holders list.

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

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

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

BOARD OF COUNTY ROAD COMMISSIONERS  
OF ALLEGAN COUNTY, MICHIGAN

John Kleinheksel, Chairman  
James Rybicki, Vice-Chairman  
Larry Brown, Commissioner

PROJECT NO. PH 3562 & LH 4052 – Removal and replacement of guardrail on various primary and local roads in Allegan County

BID and AWARD

Date\_\_\_\_\_

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

Gentlemen:

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

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

The undersigned agrees to complete all items of work on or before December 20, 2019. The schedule for liquidated damages is located in the general specifications.

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

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

THE CONTRACT

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

PROJECT NO. PH 3562 & LH 4052 – Removal and replacement of guardrail on various primary and local roads in Allegan County

LOCATIONS

**Jefferson Road – 21<sup>st</sup> Street to 19<sup>th</sup> Street**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	2,550	Ft		
Guardrail, Type B	2,550	Ft		
Guardrail, Curved, Type B	37.5	Ft		
Guardrail Approach Terminal, Type 2M	5	Ea		
Guardrail Departing Terminal	1	Ea		
Guardrail Reflector	52	Ea		

**36<sup>th</sup> Street – M-40/M-89 to 122<sup>nd</sup> Avenue**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	1,650	Ft		
Guardrail, Type B	1,650	Ft		
Guardrail, Curved, Type B	112.5	Ft		
Guardrail Approach Terminal, Type 2M	3	Ea		
Guardrail Departing Terminal	3	Ea		
Guardrail Reflector	36	Ea		

**54th Street @ 138<sup>th</sup> Avenue**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	1,675	Ft		
Guardrail, Type B	1,675	Ft		
Guardrail, Curved, Type B	37.5	Ft		
Guardrail Approach Terminal, Type 2M	4	Ea		
Guardrail Reflector	34	Ea		

**Monroe Road – Grove Street to 34<sup>th</sup> Street**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	950	Ft		
Guardrail, Type B	950	Ft		
Guardrail Approach Terminal, Type 2M	2	Ea		
Guardrail Reflector	20	Ea		

**Blue Star Highway – North of Old Allegan Road**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	675	Ft		
Guardrail, Type B	675	Ft		
Guardrail, Curved, Type B	37.5	Ft		
Guardrail Approach Terminal, Type 2M	1	Ea		
Guardrail Departing Terminal	1	Ea		
Guardrail Reflector	16	Ea		

**16<sup>th</sup> Street – 112<sup>th</sup> Avenue to 114<sup>th</sup> Avenue**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	650	Ft		
Guardrail, Type B	650	Ft		
Guardrail Approach Terminal, Type 2M	4	Ea		
Guardrail Reflector	14	Ea		

**142<sup>nd</sup> Avenue – 35<sup>th</sup> Street to 36<sup>th</sup> Street**

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS		
Traffic Control	1	LS		
Guardrail, Rem	650	Ft		
Guardrail, Type B	650	Ft		
Guardrail Approach Terminal, Type 2M	4	Ea		
Guardrail Reflector	14	Ea		

TOTAL FOR ALL LOCATIONS \$ \_\_\_\_\_

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

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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.

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

**FOR COUNTY USE ONLY – DO NOT WRITE BELOW**

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

STANDARD SPECIFICATIONS

The Standard Specifications for Construction of the Michigan Department of Transportation, 2012 Edition shall apply. Nothing herein will be construed to create any obligation or duty on the part of the Board of County Road Commissioners of Allegan County, including obligations or duties which may be expressed or implied in the Standard Specifications for Construction of the Michigan Department of Transportation, unless specifically set forth in the contract documents.

The quantity for all pay items will not exceed more than 5% of the plan quantity unless the contractor has received a written work order from the Allegan County Road Commission. Amounts in excess of the plan quantity will not be considered for payment unless the increase was directed by the Engineer or an error in calculations is proven.

**MOBILIZATION:** The item of “Mobilization” will include all items contained within Section 150 of the MDOT Standard Specifications for Construction.

METHOD OF PAYMENT FOR MOBILIZATION: The item of “Mobilization” will be paid by for as a lump sum for each location.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Mobilization	Lump Sum

**GUARDRAIL, REMOVE AND REPLACE ITEMS:** The items of “Guardrail, Rem”, “Guardrail, Type B”, “Guardrail, Curved, Type B”, “Guardrail Approach Terminal, Type 2M”, “Guardrail Departing Terminal”, and “Guardrail Reflector” will include all labor, material and equipment required to remove the existing guardrail, terminals, posts, and reflectors; and supply used guardrail, posts, terminals, and reflectors. **Posts shall be 8 foot long.** Used materials must be in good condition and approved by the engineer prior to installation.

Section 807 of the Standard Specifications for Construction will apply.

METHOD OF PAYMENT FOR GUARDRAIL ITEMS: The items of “Guardrail, Remove and Replace Items” will be paid according to the units listed below.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Guardrail, Rem	Foot
Guardrail, Type B	Foot
Guardrail, Curved, Type B	Foot
Guardrail Approach Terminal, Type 2M	Each
Guardrail Departing Terminal	Each
Guardrail Reflector	Each



**TRAFFIC CONTROL DEVICES**

This item will include all equipment, labor, and material to provide traffic regulator control, lighted arrows, cones, plastic drums, signs, 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 for each location.

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

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 (MDOT) Standard Specifications for Construction, except as qualified in supplemental specifications and special conditions of the Allegan County Road Commission or as agreed to in writing at the time of the award of the contract.

DEFINITION OF TERMS

See Section 101 of the MDOT Standard Specifications for Construction.

SPECIAL CONDITIONS

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

THE WORK

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

RESPONSIBILITIES OF CONTRACTOR

- A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor will be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor will supervise and direct the work to the best of Contractor's ability, and give it all attention necessary for such proper supervision and direction. Contractor will notify the Road Commission of any anticipated pay item overruns or extras as soon as possible to allow for approval or design changes.
- B. Discipline and Employment. Contractor will maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit for without sufficient skill to perform the job for which he or she was employed.
- C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor will provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents.
- D. Payment of Taxes; Procurement of Licenses and Permits. Contractor will pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and will secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.

E. Compliance with Laws and Regulations. Contractor will comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

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

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

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

## INDEMNIFICATION

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

obligations of indemnity which would otherwise exist as a party or person described in this paragraph.

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

## INSURANCE

A. Contractor's Insurance. Prior to start of the Contractor's work, the Contractor will procure for the Contractor's work and maintain in force until the completion of the work, workers' compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents. The Board of County Road Commissioners of Allegan County will be named as an additional insured on each of these policies except for worker's compensation. The insurance will include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

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

- a. Comprehensive general liability including completed operations
  - (1) \$ 500,000 each occurrence
- b. Property damage
  - (1) \$ 500,000 each occurrence

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

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

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

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

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

1. Purchase such coverage and charge the expense thereof to the Contractor, and
2. Withhold from any payment due or to become due to the Contractor an amount sufficient to protect the Board of County Road Commissioners of Allegan County from such claims, damages, demands, payments, suits, actions, recoveries, 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 plan 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 109.03 of the MDOT Standard Specifications for Construction will not apply in this regard.

#### FINAL PAYMENT

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

AFFIRMATIVE ACTION POLICY (EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER)

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

CONTRACT BONDS

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

Bonds will not be required for contracts of less than \$5,000.00.

MDOT – PREQUALIFICATION

Contractors bidding on this work must be pre-qualified by MDOT to do similar work on State or Federal-aid Secondary projects.

LIQUIDATED DAMAGES

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

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

The liquidated damages may be waived if the contractor meets the requirements set forth in Section 108.07 of the 2012 Standard Specifications for Construction. Approval of the Engineer is required.