

**PROPOSAL  
FOR  
2010 HOT MIXED ASPHALT  
MACHINE PATCHES**

**TUSCOLA COUNTY  
BOARD OF COUNTY ROAD COMMISSIONERS**

**1733 S. MERTZ RD.  
CARO, MI 48723**

***LETTING DATE – APRIL 1, 2010***

***8:15 A.M.***

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGN & PRINT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE & FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

	<b><u>Price Per Ton</u></b>	<b><u>Max. Tonnage</u></b>
Small Machine Patches from 0 to 5 Tons	_____	_____
Small Machine Patches from 6 to 10 Tons	_____	_____
Medium Machine Patches from 11 to 49 Tons	_____	_____
Large Machine Patches 50 tons and over	_____	_____

TUSCOLA COUNTY  
ROAD COMMISSION  
"AN EQUAL OPPORTUNITY EMPLOYER"

PROPOSAL FOR  
HOT MIXED ASPHALT MACHINE PATCHES  
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The contractor hereby proposes to furnish all necessary labor, equipment, and materials for the unit price listed, to complete the work herein described. The contractor is agreeing to place and compact hot mixed asphalt in order to patch existing asphalt roads. Locations and size of work will vary within the County. Notification will be given by the Engineer or designated representative throughout the construction season.

MATERIALS:

Bituminous Asphalt material shall be obtained from a state certified plant and shall be documented on tickets provided to the Road Commission. Asphalt Mix Type 13A or 36A shall be used, per MDOT 2003 Standard Specifications for Construction.

CONSTRUCTION:

Types of Patches:

**Culvert Crossings:** The contractor shall remove the existing gravel material to the existing width of the roadway and replace it with bituminous material at a depth of 2.5". The method by which the gravel is to be removed will be up to the Contractor. Immediately upon removing the gravel it shall be replaced with the bituminous. The gravel removed from the patch area shall be wasted along the shoulder and graded to match the existing slope of the shoulders.

**Pavement Dips:** A tack coat shall be applied to the existing pavement surface for proper adherence of the patch material. The crown of the existing roadway shall be matched and bituminous material feathered at edges. Asphalt Mix Type 13A or 36A or equal shall be used (per MDOT 2003 Standard Specifications for Construction).

**Completion** – Patching shall be completed within 2 weeks of notification unless approved otherwise by the Engineer or work shall be forfeited to next available contractor.

TRAFFIC CONTROL:

**Lane Closures** - The contractor shall be prepared to maintain traffic as per the Tuscola County Road Commission Maintaining Traffic Special Provision attached. Temporary Road Closures will be allowed if approved by the Engineer on a site-specific basis. Type III barricades or arrow boards will be required at each end of the project along with a traffic regulator for re-routing traffic.

**Warning Signs** - The contractor will be responsible for supplying, installing, and maintaining any signs necessary to protect the motoring public from situations that have occurred due to unfinished work.

PAYMENT AND AWARD:

Payment will be made on a project by project basis with tickets accompanying the invoice.

LIABILITY:

The Contractor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages.

The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage to the minimum extent of \$500,000.00 property damage and \$1,000,000.00 personal liability to insure adequate payment for any damage caused by his operations.

The contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate verifying that he carries Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

**The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.**

Bd. Approved  
12/29/05

**Your bid will not be accepted unless the enclosed agreement is signed and returned with your bid.**

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the Board of Tuscola County Road Commissioners and \_\_\_\_\_  
\_\_\_\_\_.

1. \_\_\_\_\_ hereby agrees to undertake the following work  
in the status of an independent contractor performing the following job:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Said contractor, \_\_\_\_\_, shall at all times exercise extreme care and shall assume any and all liability for property damage or bodily injury resulting from the above operation by this employees, agents, assigns, sub-contractors and anyone else acting under his control or direction; and will indemnify, hold harmless and defend the Tuscola County Road Commission, its Commissioners or employees from any and all claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, \_\_\_\_\_, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as **an additional insured** under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and **shall** furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project. Additionally, said contractor, \_\_\_\_\_, shall furnish prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of insurance certifying he carries and has in effect worker's compensation insurance on all those required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S. Mertz Rd., Caro, MI 48723.

Witnessed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board of Tuscola County Road Commissioners

\_\_\_\_\_  
Contractor

TUSCOLA COUNTY  
ROAD COMMISSION  
“AN EQUAL OPPORTUNITY EMPLOYER”

SPECIAL PROVISION  
FOR  
MAINTAINING TRAFFIC  
1 of 1

GENERAL

Traffic shall be maintained in accordance with Sections 103.05, 103.06, 812, and 922 of the 2003 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, including any Supplemental Specifications, and as herein specified.

CONSTRUCTION INFLUENCE AREA

The construction influence area (CIA) shall consist of the width of the project right-of-way from 3,500 feet before the project P.O.B. to 3,500 feet beyond the project P.O.E. and 500 feet in all directions along all cross roads.

TRAFFIC CONTROL DEVICES

All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2005 edition as amended, and as herein specified.

Sign covers shall be placed over existing regulatory, warning and construction signs that are not applicable during construction.

Signing for a lane closure shall be according to attached MDOT Maintaining Traffic Typical Figure M0150. Additional signing pertaining to “Andy’s Law” shall be post driven at the proper D distance prior to project limits as per attached MDOT Figure M0030 on all long term operations and may be required on other projects at the discretion of the Engineer.

Sheeting shall conform to Engineer grade reflective sheeting and must meet the requirements for ASTM D 4956 Type I engineer grade sheeting, as per section 922.02B, of the 2003 Standard Specifications for Construction.

TRAFFIC RESTRICTIONS

Work shall be conducted during daylight hours only. No work shall be conducted on Sundays unless approved by the Engineer.

The maximum distance between the traffic regulators shall be no more than 2 miles in length. All sequences of more than 2 miles in length will require written permission from the Engineer before proceeding.

PAYMENT

Payment for Maintaining Traffic shall be included in other Bid unit prices. There will be no separate payment for Maintaining Traffic.

TUSCOLA COUNTY ROAD COMMISSION  
TITLE IV COMPLIANCE  
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Tuscola County Road Commission** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the **Tuscola County Road Commission** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs(1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **Tuscola County Road Commission** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **Tuscola County Road Commission** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

“The **TUSCOLA COUNTY ROAD COMMISSION**, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A.”