

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



***PROPOSAL AND SPECIFICATIONS***

***FOR***

***FURNISHING, HAULING AND SPREADING PROCESSED  
ROAD GRAVEL***

***August 8, 2018***

ALLEGAN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

FURNISHING MATERIALS

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., E.D.T., Wednesday, August 8, 2018, and at such time be publicly opened and read aloud for the following:

- 1.) GRAVEL RESURFACING - Furnish, Haul and Spread Processed Road Gravel on various sections of road in Allegan County.

Complete specifications and bid forms are available at the Road Commission Office and on our website at [www.alleganroads.org](http://www.alleganroads.org) under Materials and Service Bids.

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.

No bid deposit will be required.

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, Vice-Chairman  
James Rybicki, Member

**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 therefor.

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 therefor 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 September 21, 2018, unless specified differently in a particular township.

No bid bond is required.

THE CONTRACT

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

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)

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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

### SPECIAL PROVISIONS

1. The work consists of the furnishing, hauling and placing of processed road gravel at various locations throughout the county. The contractor may bid on all or any number of the townships. The Board of County Road Commissioners reserves the right to make the award of townships to different contractors if it is in the best interest of the county and township. Each township will be awarded based on the total of all locations within each township.

- (a) The gravel shall meet Michigan Department of Transportation Specifications 22-A, modified as follows, unless otherwise specified in a particular township:

Passing 1" sieve	100%
Passing 3/4" sieve	90% - 100% Passing
3/8" sieve	65% - 85%
Passing No. 8 sieve	30% - 50%
Loss by Washing	6% - 12%

- (b) All material to be furnished by the Contractor must be checked and approved by the Road Commission before hauling is started.
- (c) Payment will be made on the basis on cubic yards (Loose Measure) in the truck or trailer, prior to spreading. For the purposes of this proposal and contract a cubic yard of processed road gravel (LM) will be considered as weighing 3,000 pounds.
- (e) State approved scales shall be used, if available, at the gravel pit.
- (f) The material may be "tailgated" in place from any type of dump truck or trailer or applied through a "V" bottom spreading trailer.
- (g) Neither compaction equipment nor the addition of water will be required.
- (h) Road Commission forces will level and shape the material spread, provided that the Contractor hauls and places at least 500 cubic yards during any single working day and the material is not spread over 9 inches deep. If either of these two conditions are not met, the Contractor will be required to level and shape the material at his own expense.
- (j) A delivery ticket will be required for the total of each day's run for each hauling unit. A representative of the Road Commission will tally the loads at the point of delivery.
- (k) Loads are subject to being weighed at random to verify quantities as shown on delivery tickets.
- (l) Under no circumstances will a hauling unit be allowed to haul more than the legal axle weight limits as permitted by Michigan law.

**NOTE:** The contract may be extended one year at a time, for three years by mutual written agreement of both parties in each township and/or on the primary system. Request for extension should be made by March 1 of each year that the contractor wants to extend their prices.

## GENERAL SPECIFICATIONS

### MICHIGAN DEPARTMENT OF TRANSPORTATION - STANDARD SPECIFICATIONS

The work covered by the plans and specifications shall be done in accordance with the 2003 Michigan Department of Transportation 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 101.01 of Michigan Department of Transportation Specifications.

### SPECIAL CONDITIONS

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

### THE WORK

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

### RESPONSIBILITIES OF CONTRACTOR

- A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor shall be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of Contractor's ability, and give it all attention necessary for such proper supervision and direction.
- B. Discipline and Employment. Contractor shall maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.
- C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents.
- D. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.
- E. Compliance with Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

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

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

H. Responsibility of Subcontractors. The Contractor shall require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitation, the

RESPONSIBILITIES OF THE CONTRACTOR, shall be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

#### INDEMNIFICATION

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

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph

shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## INSURANCE

A. Contractor's Insurance. Prior to start of the Contractor's work, the Contractor shall procure for the Contractor's work and maintain in force until the completion of the work, workers' compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents.

The Board of County Road Commissioners of Allegan County shall be named as an additional insured on each of these policies except for worker's compensation.

The insurance shall include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

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

a. Comprehensive general liability including completed operations

(1) \$ 500,000 each occurrence

b. Property damage

(1) \$ 500,000 each occurrence

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

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

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

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

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

1. Purchase such coverage and charge the expense thereof to the Contractor, and



2. Withhold from any payment due or to become due to the Contractor an amount sufficient to protect the Board of County Road Commissioners of Allegan County from such claims, damages, demands, payments, suits, actions, recoveries, judgments, losses and expenses, including attorney fees, interest and court costs, and
3. Terminate this agreement.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Allegan County's compliance therewith, shall relieve the Contractor from its obligations under the Contract to purchase and maintain required insurance or to indemnify the Board of County Road Commissioners of Allegan County.

#### PROGRESS CLAUSE

The successful bidder shall be required to submit a Progress Schedule, giving an outline of his proposed order of work and to indicate the dates for completion of the work. This outline, when approved by the Road Commission, will become a part of the contract.

#### PROSECUTION OF THE WORK

The Contractor shall begin the work within five (5) days after being notified by the Road Commission of the award of the contract, unless this is inconsistent with the Progress Schedule, in which case the Progress Schedule shall govern. He shall prosecute the work in the order given in the Progress Schedule, with force and equipment adequate to complete the sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the Progress Schedule, or if it appears at any time that such work is not being prosecuted in such a manner as to insure its completion within time specified, the Road Commission shall have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission shall deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Road Commission may place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in its judgment is reasonable, and for such time as the plant and equipment are in service.

#### ESTIMATED QUANTITIES

The quantities listed in the proposal are the estimated quantities. Increases or decreases in quantities will not be considered as a basis for adjustment in unit prices and Articles 1.04.02 of M.D.O.T. Standard Specifications shall not apply in this regard.

#### FINAL PAYMENT

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

#### CONTRACT BONDS

No performance and lien bond will be required.

PROJECT NO. 6205 - Furnish, Haul and Spread approximately 4,000 cubic yards of processed road gravel (22-A Modified) at two (2) locations in DORR TOWNSHIP

ITEMIZED UNIT PRICE BID SCHEDULE

Place Processed Road Gravel at the following listed locations:

LOCATION	QUANTITY	UNIT PRICE	BID AMOUNT
1) 14 <sup>th</sup> Street – 136 <sup>th</sup> Avenue to 140 <sup>th</sup> Avenue	2,000 CYD		
2) 14 <sup>th</sup> Street – 144 <sup>th</sup> Avenue to 108 <sup>th</sup> Street	2,000CYD		
TOTAL	2,000 CYD	TOTAL BID	

SIGNED \_\_\_\_\_  
(Bidder)

DATE \_\_\_\_\_