

NAME OF CONTRACTOR _____

PROPOSAL AND SPECIFICATIONS

FOR

HIGHWAY CONSTRUCTION

COUNTY LOCAL ROAD SYSTEM

**Do Not Separate
or Remove Sheets
From This Proposal**

PROJECT NO. LZ 5054 – GUARDRAIL AND DECK REPAIR ON SN 306, BRIDGE ROAD NORTH OF
110TH AVENUE OVER THE KALAMAZOO RIVER, TROWBRIDGETOWNSHIP, ALLEGAN COUNTY.

TROWBRIDGE TOWNSHIP

MARCH 8, 2023

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, March 8, 2023, and, at such time, be publicly opened and read aloud for the following:

PROJECT NO. LZ 5054 – Guardrail and deck repair on SN 306, Bridge Road north of 110th Avenue over the Kalamazoo River, Trowbridge Township, Allegan County.

Complete specifications, plans, and bid forms are available at the Road Commission office and the Road Commission website www.alleganroads.org under the Projects link. When accessing plans from the website, please send an email to jlemaire@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
Larry Brown, Vice-Chairman
Rick Cain, Member

PROJECT NO. LZ 5054 – Guardrail and deck repair on SN 306, Bridge Road north of 110th Avenue over the Kalamazoo River, Trowbridge Township, 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 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 final completion of all items of work on or before **September 29, 2023**. 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.

A bid bond will not be required for this project. 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 the contract will be awarded to the next lowest qualified bidder in the best interest of the Road Commission.

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. LZ 5054 – Guardrail and deck repair on SN 306, Bridge Road north of 110th Avenue over the Kalamazoo River, Trowbridge Township, Allegan County.

ALLEGAN COUNTY ROAD COMMISSION
ALLEGAN, MICHIGAN
ITEMIZED UNIT PRICE BID SCHEDULE

ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization (max 10%)	1	LS		
Timber bridge materials	1	LS		
Labor and equipment	1	LS		
Guardrail, Type B	350	FT		
Guardrail, Curved, Type B	30	FT		
Guardrail, Approach Terminal, Type 2M	2	EA		
Guardrail Departing Terminal	1	EA		
Guardrail Reflector	8	EA		
Project Cleanup	1	LS		

TOTAL \$ _____

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.**

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

Member

Date

STANDARD SPECIFICATIONS

The Standard Specifications for Construction of the Michigan Department of Transportation, 2020 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 110 of the 2020 MDOT Standard Specifications for Construction.

METHOD OF PAYMENT FOR MOBILIZATION: The item of "Mobilization" will be paid for as a lump sum at a maximum of 10% of the total project bid price.

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

TIMBER BRIDGE MATERIALS: The item of "Timber Bridge Materials" will include all labor, equipment and materials including hardware to remove damaged elements, repair and install the timber bridge deck, guardrail posts and other damaged items on the bridge. All timber materials shall be Coastal Region Douglas Fir, Southern Yellow Pine or Ponderosa Pine pressure treated with Copper Naphthenate with a minimum retention of 0.75 pounds per cubic feet. All hardware shall be galvanized in accordance with MDOT Specifications. Anticipated timber materials needed include:

192 LF – Bridge guardrail repair materials
 8"x8" curb with 3"x8" scuppers and 8"x8" posts
 2 – 3"x12"x24' deck planks for each span (8 spans)
 All necessary hardware

The contractor is responsible for confirming all necessary materials prior to bidding.

METHOD OF PAYMENT FOR TIMBER BRIDGE MATERIALS: The item of "Timber Bridge Materials" will be paid by for as a lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Timber Bridge Materials	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 as directed by the engineer; 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. **The item of "Guardrail, Type B" will be paid where the rail attaches to the timber posts on the bridge. The item of "Guardrail, Type B" will include installing a nested guardrail section adjacent to each side of the bridge rail section matching the existing guardrail.** The Engineer will mark all locations specified for removal.

Section 807 of the 2020 MDOT 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

PROJECT CLEANUP: The item of “Project Cleanup” will include all labor, material and equipment to pick up stone, sticks, branches, roots and other debris from the project.

METHOD OF PAYMENT FOR PROJECT CLEANUP: The item of “Project Cleanup” will be paid for as a lump sum.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Project Cleanup	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 2020 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 of Michigan Department of Transportation 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.

RESPONSIBILITIES OF CONTRACTOR (CON'T):

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 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 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 the Michigan Department of Transportation 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 2020 Standard Specifications for Construction. Approval of the Engineer is required.

A Contractor's Guide to

STORM WATER POLLUTION PREVENTION



Our Watershed, Our Responsibility

- A watershed is an area of land that catches rain and snow melt and drains into a river, lake, stream, or wetland. There are several major watersheds in Allegan County including the Kalamazoo River Watershed and the Macatawa Watershed.
- As citizens and contractors living and working in Allegan County, it is your duty to ensure that the surface waters of the community are kept clean and healthy.

Where Do Storm Drains Go?

- Storm drains, catch basins, and ditches are directly connected to local waterways.
- This direct connection means that whatever enters the storm drain eventually enters a river, lake, stream or wetland.
- When fertilizer, yard waste, sediment, or other contaminants enter a storm drain, it has adverse effects on local waterways.



Eliminating Illicit Discharges

- An illicit discharge is the discharge of pollutants to storm sewer systems via overland flow or direct dumping into catch basins.

- Illicit discharges are illegal! Reporting them can help eliminate the problem and keep our rivers and streams clean.

Report an illicit discharge to the Pollution Emergency Alerting System (PEAS) at (800) 292-5706 or to the Allegan County Road Commission at (269) 673-2184.

Practicing Healthy Land Care

- Use a fertilizer that is organic slow-release with low or no phosphorus. Phosphorus is the main cause of algae growth in streams, which depletes the oxygen aquatic organisms need to survive.
- Get your soil tested through your county Michigan State University Extension office. This will tell you what fertilizer you should use, if any.
- Don't dump leaves or grass clippings down the drain or blow them into the street! Decaying leaves also deplete the oxygen in streams. They can be used as mulch, or they can be disposed of by curbside pick-up.

Maintaining Your Fleet

- Leaky vehicles and construction machinery can easily cause stream contamination by tracking fluids and other pollutants off site, eventually draining into a catch basin
- You can prevent vehicle fluids from entering local bodies of water by ensuring that your vehicles and equipment are properly maintained and in good working condition.
- Proper disposal of chemicals and other waste is critical to the health of streams and rivers. Solid and liquid waste materials are not meant to be dumped in catch basins. Remember that catch basins are made for storm water only!



- Manage riparian land wisely! Leaving a buffer zone of 20 feet between lawns and streams prevents stream bank erosion, stops pollutants from reaching the stream, and creates a habitat for local wildlife.

Managing Streets and Parking Lots

- Storm water runoff from streets and parking lots is a main cause of pollution because the storm water takes sediment and other solids with it into catch basins.
- The runoff from these impervious surfaces entering streams contains total suspended solids (TSS).
- Suspended solids make water in streams cloudy, which inhibits aquatic plant growth. This in turn affects the health of aquatic organisms that require oxygen from the aquatic plants.
- You can prevent this by keeping roads clean near the construction site and have a designated disposal area for cigarette butts and other small debris that can make its way into a catch basin.

Allegan County Road
Commission
1308 Lincoln Road
Allegan, MI 49010
(269) 673-2184 phone
(269) 673-5922 fax

