



# Otsego County Road Commission

## OTSEGO COUNTY ROAD COMMISSION

Sparr Road Over South Branch Pigeon River (Duck Creek)  
Dover Township, Otsego County

### NOTICE TO BIDDERS

The Otsego County Road Commission will accept Bids until **9:00 a.m.** local time on **May 29, 2023** at: 669 W McCoy Road, Gaylord, MI 49735.

**ALL BIDS WILL BE SEALED AND PLAINLY MARKED AS TO THE PROJECT AND PROJECT NUMBER.**

*Culvert replacement on Sparr Road over the South Branch of the Pigeon River (culvert will be provided by the Otsego County Road Commission)*

*The bidder has examined the plans, specification, special provisions and related materials in the proposal, as well as the location of the work described in the proposal for this project, and is fully informed as to the nature of the work and conditions relating to its performance and understands that the quantities shown are approximate only and are subject to wither increase or decrease.*

*The bidder hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, or each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict conformity with the plans therefore and the entire proposal which is incorporated by reference in these pages, and in strict conformity with the requirements of the 2020 Standard Specifications for Construction, Michigan Department of Transportation and such other special provisions and supplemental specifications as may be part of the proposal for this project.*

*The bidder further proposes to do such extra work as may be authorized by the Otsego County Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.*

**THE BIDDER UNDERSTANDS AND AGREES THAT THE OTSEGO COUNTY ROAD COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION FOR THE WORK DESCRIBED HEREIN UNTIL SUCH TIME AS THE CONTRACT HAS BEEN FORMALLY EXECUTED BY BOTH THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION.**

## **INSTRUCTIONS AND CONDITIONS**

### **NON-DISCRIMINATION CLAUSE**

The Contractor, including any subcontractors, shall not under this contract discriminate against any qualified person with a disability or any person based on race, color, national origin, sex, age, or limited English proficiency. The Road Commission's non-discrimination requirements apply to all road construction projects regardless of funding source.

### **SUBCONTRACTORS**

Whenever the primary contractor employs subcontractors for any part of the job, those subcontractors shall be listed by name in the appropriate bid section. No unnamed subcontractor shall be substituted for a named subcontractor without Road Commission consent, which may or may not be granted. The Contractor is responsible for subcontractor's performance.

### **HOLD HARMLESS AGREEMENT**

The bidder shall hold the OCRC harmless against all claims for damages or injuries specifically resultant from and attributable to the contractor's (or subcontractor's) work on this project. By signing this bid, the bidder agrees to all provisions of the hold harmless and insurance requirements.

### **INSURANCE: WORKERS COMPENSATION**

See attached Contract Agreement for specific requirements.

### **MARK ENVELOPES**

All bids shall be in sealed envelopes plainly marked as to project name and bidder's name.

### **BID PRICE AND WITHDRAWAL**

Bid price shall include all labor, equipment, and material costs to complete the proposed work, unless otherwise noted. All bids shall be firm for 30 days from bid opening.

### **RIGHT TO REJECT**

The OCRC reserves the right to reject any or all bids but will only award in the best public interest.

### **LIQUIDATED DAMAGES**

The contractor shall complete all work under these specifications in accordance with the Progress Clause. The OCRC will assess damages of **\$800 per calendar day** if the project is not completed by the specified date unless the contractor has an approved extension of time. While not considered a penalty, liquidated damages are intended to compensate the OCRC for project delay cost, and do not preclude the OCRC from pursuing other remedies for breach of contract or obtaining substitute performance.

### **PAYMENT**

See attached Contract Agreement.

### **Standard Specifications**

The improvements covered by this proposal shall conform to **Michigan Department of Transportation 2020 Standard Specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices**, as amended by Supplemental Specifications and Special Provisions unless otherwise noted.

**Underground Utilities**

To protect underground utilities, the Contractor shall contact "MISS DIG" (1-800-482-7171) at least three business days prior to any excavating. Contractor is not relieved of responsibility of non-notified utility owners.

**Signs and Mailboxes**

As incidental, the Contractor shall salvage and reset existing signs and mailboxes requiring relocation, as directed by the Engineer.

**Pre-Construction Meeting**

A pre-construction meeting will be scheduled by the OTSEGO County Road Commission prior to project start. All project submittals are to be submitted for review at this meeting.

**Project Submittals**

The following shall be submitted to the Road Commission Engineer for approval prior to project start:

1. Material Source List (MDOT Form 501)
2. Progress Schedule (must be submitted within 5 days of Contract award)
3. See the Special Provision for Acceptance of HMA Mixtures on Township Projects for submittal requirements (must be submitted prior to paving).

**Aggregate Base**

Aggregate base material shall be a Dense-Graded Aggregate 22A, crushed concrete will not be allowed.

Contractor may be required to re-grade and roll roadway at the direction of the engineer prior to paving operations if grade shows signs of deterioration.

**Dust Control**

The Contractor shall be responsible for controlling the dust on this project. Payment for Dust Control shall be paid for in other items. Dust shall be continuously controlled to the satisfaction of the Engineer. Water is an acceptable method of dust control.

**HMA Paving**

See the attached Special Provision for Acceptance of HMA Mixture for HMA mixture specifications.

See attached Proposed Typical Cross Section. Target Air Voids shall be regressed to 3.0%. Use of Recycled Asphalt Shingles (RAS) is prohibited.

The Nuclear Gauge Method of testing compaction shall apply.

The HMA Bond Coat shall be constructed per subsection 501.03.D. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard. This is for information only and is included in the cost of associated pay items.

Contractor shall provide a lab, testing equipment, and materials for acceptance testing conducted on behalf of the owner that is certified in accordance with 12SP-501I-01 series (Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects).

<b>HMA APPLICATION TABLE</b>					
<b>Label</b>	<b>Mix</b>	<b>Application Rate (Lbs/Syd)</b>	<b>Design Performance Grade</b>	<b>Comments</b>	<b>Pay Item</b>
1	HMA, 4EL	220	58-28	Top Course	HMA, 4EL
AWI = 220					
Apply HMA Bond Coat at 0.10 gallons per square yard between paving courses or as directed by the Engineer. Paid for as part of other HMA items.					

**Driveways**

The Contractor is responsible to ensure positive drainage in all approaches. The Contractor will be responsible for repairing, at the Contractor’s expense, standing water or other drainage related issues.

The Contractor shall be responsible to maintain access to driveways after paving. On any driveway that has more than 4 inches of drop off the Contractor shall provide a gravel apron that reduces the drop off to a maximum of 4 inches on the day of paving or the next calendar day. If the Contractor fails to provide such access, the Road Commission will levy liquidated damages of \$200.00 per calendar day that a drop off exceeds 4 inches in any driveway.

**Gravel Shoulders**

Contractor shall place Shld, CI II material as specified by the engineer. When placing shoulder aggregate, material shall be placed directly on the shoulder. Shoulder material may not be placed on the asphalt. Shoulder material shall be placed flush with the edge of pavement and blended to the existing shoulder on the outside. Shoulders shall be wheel rolled with grader to achieve density, and sealed with a steel drum roller following wheel rolling. The Contractor is responsible to ensure positive drainage on gravel shoulders. The Contractor will be responsible for repairing, at the Contractor’s expense, standing water or other drainage related issues.

The Contractor shall schedule shoulder material placement in a timely manner to reduce the time that a edge drop off exists. The Contractor shall place shoulder material within 14 calendar days of paving completion. If the Contractor fails to place shoulder material, the Road Commission will levy liquidated damages of \$200.00 per calendar day that the edge drop off exists.

**Pavement Markings**

Pavement Markings shall be placed in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices as directed in the log. All zoning shall be the responsibility of the contractor. Payment for zoning shall be included in the items for pavement markings.

**Monument Preservation**

Monument preservation will be completed by the Otsego County Road Commission (OCRC). The Contractor shall coordinate work with the OCRC so monument preservation can be completed prior to the start of work and for placement of monument boxes. If a Monument is found, the Contractor shall notify the Engineer.

### **Traffic Control**

Traffic shall be maintained during the project through the use of lane closures, two-way traffic shall be open during non-working hours. The Contractor shall coordinate operations with contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA). Sign W5-18b will not be required.

A detour will be allowed for 4 weeks to install the cross culvert.

Lane closure will be limited to a maximum of 2.5 mile in length. Engineer may reduce or increase length of closure at their discretion or traffic delays.

The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

No work shall be permitted on weekends without authorization from the Owner or during any holiday periods as defined by MDOT.

Until new shoulders are placed, low shoulder signs (W8-9) will be in place.

Access shall be provided for School Buses and Emergency Services at all times. Commercial and residential driveways shall remain accessible at all times. The Contractor shall maintain access to the residents within this project at all times.

The Construction Influence Area shall include the right-of-way from the furthest placed construction sign east and west of the project limits to the furthest placed construction sign north and south of the project limits, including 200' on all intersecting roadways.

### **At no time may Traffic Control Stop and Hold traffic, including loaded & unloaded asphalt trucks on the new HMA surface.**

Advanced Warning signs shall be in place before any work begins. Traffic will be maintained by the Contractor in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices. Payment for all traffic control, signing and traffic control items shall be paid for as **Minor Traf Devices**.

### **Soil Erosion and Sedimentation Control**

Contractor shall comply with the Otsego County Soil Erosion Sedimentation and Storm Water Control Ordinance; all Township soil erosion, sedimentation, and storm water runoff ordinances in the applicable jurisdiction within which this project is located; and Road Commission Soil Erosion and Sedimentation Control Procedures. Where conflicts between requirements arise, the more stringent requirements prevail.

The Contractor shall implement and maintain the soil erosion control measures before and at all times during construction of this project. All SESC measures shall conform to current MDOT standards, manufacturer guidelines and established best practices.

Daily inspections shall be made by the Contractor; periodic inspections shall be made by the Engineer to determine the effectiveness of the SESC measures. Any required corrections shall be made without delay.

All permanent erosion control measures shall be permanently maintained by the OTSEGO County Road Commission.

## Progress Clause

Construction can begin no earlier than **June 1<sup>st</sup>, 2023**.

The Contractor shall prepare and submit a complete, detailed, signed Progress Schedule to the Engineer.

The entire project must be completed within **56** calendar days. Calendar days will be charged on the date work starts, or on the date designated as the starting date in the Progress Schedule whichever occurs earlier.

All paving must be completed by October 20, 2023. The entire project must be completed by November 11, 2023.

Unless specific pay items are provided in the contract any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately but will be included in the payment of other pay items in the contract.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Failure by the Contractor to meet interim completion, open to traffic, and/or final completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction.

## **Utility Coordination**

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in subsection 104.08 of the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in subsection 107.12 of the 2020 MDOT Standard Specifications for Construction.

The following Public Utilities have facilities located within the Right-of-Way:

**Frontier Communications, 3249 Forest Road, Gaylord, MI 49735; Contact Person: Chuck Hardin, ph: 989-732-8575**

**DCP Midstream, 6250 Old State Road, Johannesburg, MI 49751; Contact Person: Bob Hipsher, ph: 517-667-1822**

**Vermilion CP DBA VCP Gas, 3860 County Road 491, Lewiston, MI 49756; Contact Person: Mary Lucas, ph: 989-786-7046**

**Great Lakes Energy Cooperative, 1323 Boyne Ave. Boyne City, MI 49712; Contact Person: Kimberly Matelski, ph: 231-487-1332**

**Riverside Energy Michigan, LLC, 10691 Carter Road Unit 201, Traverse City, MI 49684; Contact Person: Jeffrey Facsko, ph: 989-619-3901**

**Core Energy, 1011 Noteware Drive, Traverse City, MI 49686; ph: 231-946-2419**

**Delta Oil Company, Inc, 125 Windsor Dr Ste 101 Oak Brook, Illinois, 60523**

The owners of existing service facilities that are within grading or structure limits and in conflict will move them to locations designated by the Engineer or will remove them entirely from the highway Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are dangerous to the Contractor's operations.

For protection of underground utilities and in conformance with Public Act 174, 2013, the Contractor shall dial 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus far be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss-Dig" alert system.

## **HMA Mixture Acceptance**

This Special Provision provides acceptance-testing requirements for use on this project. The HMA mixture shall be provided to meet the requirements of the standard specifications for construction except where modified herein. The HMA mixture quality assurance and acceptance shall conform to Section 501 of the 2020 Michigan Department of Transportation Standard Specifications for Construction except where modified herein. The MDOT HMA Production Manual, current edition, applies to this work.

### **a) Submittals**

The contractor shall submit the following:

1. Job Mix Formula (MDOT Form 1911 or equivalent) for the project for review and approval by the Engineer. The Contractor shall not place any HMA without an approved JMF. Below are specific values that are required on the JMF (in addition to the normal requirements).
  - a. Fine Aggregate Angularity
  - b. RAP Tiering based on JMF values
  - c. Fines to Asphalt Ratio (based on Effective Asphalt Content)
  - d. Soft Particle Percentage of each JMF Aggregate Type
2. Quality Control Plan.
3. A copy of all Contractor Quality Control Tests submitted within 7 working days of projection completion.
4. A copy of the Bill of Lading or Delivery Ticket for the Asphalt Binder for the project. The Bill of Lading must include the type of material that was previously hauled in the delivery tank.

### **b) Materials**

Aggregates, mineral filler (if required), and asphalt binder shall be combined as necessary to produce a mixture proportioned within the master gradation limits and meeting the uniformity tolerances listed Table 1 and the quality assurance testing tolerances in Table 2 of this special provision. The master gradation range is to be used for establishing mix design only. Topsoil, clay or loam shall not be added to aggregates used in plant produced HMA mixtures.

### **c) Asphalt Binder**

Liquid Asphalt Binder shall be a Performance Graded (PG) binder as specified in the bid HMA Application Table in the bid specifications and/or as included on the plans. If not specified, then the following apply:

### **d) Air Voids**

Design Air Voids shall be 4.0% and shall be regressed to 3.0% in production by the addition of virgin liquid asphalt.



## e) Recycled Asphalt Materials

Recycled Asphalt Shingles (RAS) will not be allowed in the HMA Mixtures.

Recycled Asphalt Pavement (RAP) is allowed in the HMA mixtures subject to the following requirements. Binder replacement will be determined by weight. ***The use of Reclaimed Asphalt Pavement (RAP) shall be limited to Tier 1 (0% to 17%) RAP binder by weight of the total binder in the mixture, for all mixes (4EL, 5EL, and Ultra-Thin).***

### **Tier 1 – 0.0% to 17.0% RAP binder by weight of the total binder in the mixture**

No binder grade adjustment is required to compensate for the stiffness of the asphalt binder in the RAP.

## f) Construction

After the Job Mix Formula is established, the aggregate gradation of the HMA mixture furnished for the work shall be maintained within the Range 1 uniformity tolerance limits permitted for the job-mix-formula specified in Table 1.

However, if deviations are predominantly below or above the job-mix-formula, the Engineer may order alterations in the plant to bring the mixture to the job-mix-formula. If two consecutive aggregate gradations on one sieve as determined by the field tests are outside Range 1 but within Range 2 tolerance limits, the Contractor shall suspend all operations. Contract time will continue during these times when the plant is down. Before resuming any production, the Contractor shall propose, for the Engineer's approval, all necessary alterations to the materials or plant so that the job-mix-formula can be maintained. The Engineer, after evaluating for effects on AWI and mix design properties, will approve or disapprove such alterations.

The crushed particle content of the aggregate used in the HMA mixture shall not be more than 10 percentage points below the crushed particle content used in the job-mix-formula nor less than the minimum specified for the aggregate in the project documents.

Random Liquid Asphalt Binder samples will be witnessed by the Engineer or Consulting Firm. The Engineer reserves the right to test any or all samples taken.

Quality Assurance and Acceptance testing will be as follows:

### **1. Asphalt Mixture Sampling**

Acceptance sampling and testing will be performed by the Engineer using the sampling method and testing option agreed upon by the Engineer and Contractor. Each day of production, random samples will be obtained for each mix type. Acceptance testing will be performed at a frequency specified by the Engineer.

For each given day of production, if the daily mix tonnage per HMA mix type is under 500 tons, the Engineer reserves the right to test one sample and obtain a second sample for future testing if necessary. If the daily mix tonnage per HMA mix type is over 500 tons, the Engineer reserves the right to test one sample. If the first sample meets the Range 1 tolerances in Table 1 and Table 2, the Engineer can obtain a second sample and perform any of the following actions:

- a. Perform Full Quality Assurance testing
- b. Perform Volumetric Testing Only (Ignition, Extracted, or Calculated AC/Gmm, Air Voids, VMA)

- c. Retain custody of the sample for future testing if necessary

**2. Asphalt Binder Sampling**

The Contractor shall obtain the asphalt binder sample, correctly label the sample container and complete a Sample Identification (Bituminous Material Form 1923B). The form must be filled out correctly, completely, and signed before the sample is given to the Engineer. The daily asphalt binder sample must be taken from a sampling spigot located on the pipeline supplying asphalt binder to the plant, in a position between the asphalt binder pump and the point where the asphalt binder is introduced to the aggregate mixture.

Personnel safety is critical when collecting the sample from the sampling spigot. Give the binder sample and completed Form 1923B to the Engineer.

Daily Asphalt Binder Sample are to be in 1 pint (16 ounce), slip top, seamless ointment tins. The tin must be at least three quarters full. All containers must be labeled in a legible format with the following information provided:

- a. Project Name
- b. Binder Grade
- c. Binder Supplier Certification Number
- d. Supplier Name, City, and State
- e. Date Sampled
- f. Mixture Type

The Engineer may request to witness the sampling of the asphalt binder upon visit to the HMA Plant. The Engineer will complete the 1923B Form for the witness sample. The witness sample will be recorded as the daily asphalt binder sample. Any other asphalt binder samples from that same day will be discarded.

The Engineer may request a copy of the MDOT Binder Certification Documents. These copies must be presented to the Engineer when the respective daily binder samples and the 1923B Forms are picked up at the plant. The Engineer will review these documents and communicate any problems that may arise.

**3. Mixture Testing**

Mixture samples will be tested to verify gradation, binder content, and volumetric properties per Table 1 and Table 2 listed below.

If the Engineer elects not to perform Quality Assurance testing on a given day or a given project. The Contractor is required to still perform testing in accordance with Table 1 and Table 2 below. The Contractor’s Quality Control test results shall be sent to the Engineer within 2 working days of each day’s productions for a given HMA mixture.

**Table 1: Quality Assurance/Control Tolerance Limits for HMA Mixtures**

Parameter	Action Limits (Range 1)	Suspension Limits (Range 2)
% Passing the #8 and Larger Sieves	+/- 5.0%	+/- 8.0%
% Passing the #30 Sieve	+/- 4.0%	+/- 6.0%
% Passing #200 Sieve	+/- 1.0%	+/- 2.0%

**Table 2: Quality Assurance/Control Testing Tolerance (+/-) from JMF or Target Values**

Parameter	Action Limits (Range 1)	Suspension Limits (Range 2)
<b>Binder Content (a)</b>	0.30% (a)	0.50% (a)
<b>Maximum Specific Gravity (Gmm)</b>	0.013	0.020
<b>Voids in Mineral Aggregate VMA (a,b)</b>	0.75% (a,b)	0.80% (a,b)
<b>Air Voids (c)</b>	0.60%	0.90%
<b>Fines to Effective Asphalt Ratio</b>	0.65-1.20	0.60-1.25
Refer to minimum parameters in Table A of this special provision.		
These given limits are (+/-) from given targets in Table A of this special provision.		
Limits are (+/-) from JMF/Target Values listed in Section e. and Table B of this special provision.		

**4. Density**

Pavement density will be measured by the Engineer, with a Nuclear Density Gauge, using the Gmm from the JMF for the density control target. The in-place density of the HMA mixture shall be at least 92.0% of the density control target. In-place density will be calculated by averaging four QA density test locations. Test locations will not be taken within 12 inches of any pavement edges or pavement joints.

**g) Rejected Materials****1. Gradation**

Action Limits - Range of values established in Table 1 – Quality Assurance/Control Tolerance Limits for HMA Mixtures. If exceeded on two consecutive tests, Contractor is required to take corrective action to bring the mixture produced into conformance with the specifications.

Suspension Limits – Range of values established in Table 1 – Quality Assurance/Control Tolerance Limits for HMA Mixtures. If exceeded on a single test, Contractor is required to suspend operations and determine, document, and correct the cause before resuming production. Prior to resuming production, the Engineer must be notified of the findings and approve correction action prior to resuming production.

**2. Asphalt Binder**

If a liquid asphalt binder sample does not meet the required specification, the mix produced from the point of the last liquid asphalt binder sample meeting specification to the failed sample shall be considered defective and shall be replaced at the sole expense of the Contractor.

**3. Volumetric Properties**

The acceptable tolerance for Binder Content, Gmm, VMA, Air Voids, and Fines to Pbe are listed in Table 2 above. Any HMA Mixture produced outside of these tolerances or any HMA Mixture that does not meet the requirements listed in the sub notes of Table 2 above will be subject to a negative adjustment or rejected. The resulting penalty will be a negative adjustment of 10% to 50% or remove/replace, to be determined by the Engineer.

**4. Pavement Density**

A negative 10% adjustment in the HMA Mixture contract price will be imposed if the pavement density (average of all gauge readings) is less than 92%, but equal to or greater than 91%; or if 2 or more readings are less than 91%.

A negative 25% adjustment in the HMA Mixture contract price will be imposed if the pavement density (average of all gauge readings) is less than 91%, but equal to or greater than 90%; or if 2 or more readings are less than 90%.

If the average density is less than 90% (for all gauge readings), the Contractor shall remove and replace the pavement at no cost to the Owner.<sup>4</sup>

## SLOPE RESTORATION

**Description.** Work consists of preparing all lawns and slopes on the projects designated for slope restoration on the plans, or as directed by the Engineer, and applying topsoil, fertilizer, seed and mulch with mulch anchor. Turf establishment shall be in accordance with Section 816 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and Standard Plan R-100 - Series, except as modified herein or otherwise by the Engineer

**Materials.** The materials and application rates specified in Section 816 and 917 of the 2020 Standard Specification for Construction apply unless modified by this special provision or otherwise by the Engineer. The following material must be used on the project:

1. Seeding Mixture: TDS.
2. Fertilizer, Chemical Nutrient, Class A.
3. Topsoil Surface, Furnished or Salvaged, 3 inch.
4. Mulch: Straw.
5. Mulch Anchoring.

**Construction.** Construction methods must be in accordance with the subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the MDOT 2020 Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum thickness indicated above, to meet the proposed finished grade.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than

½ inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top ½ inch of topsoil.

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in Subsection 816.03E of the MDOT 2020 Standard Specifications for Construction.

If an area washes out after this work has been properly installed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch.

This replacement will be paid for as additional work using the applicable contract items. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense

## HMA APPLICATION ESTIMATE

**Description.** This work shall be done in accordance with the requirements of section 501 of the Standard Specifications for Construction except as herein specified.

**Materials.** The HMA, 4EL (Identity 1) for Top Course shall have a yield of 220 pound per square yard.

The Aggregate Wear Index for all top course applications shall be 220 minimum.

The Performance Grade Asphalt Binder for the Mixture shall be 58-28.

Use of Recycled Asphalt Shingles (RAS) is prohibited.

The HMA Bond Coat material shall be per sub-section 501.02.

**Construction Methods.** The Nuclear Gauge Method of testing compaction shall apply.

Contractor shall provide a lab, testing equipment, and materials for acceptance testing conducted on behalf of the owner that is certified in accordance with 20SP-501I Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects.

The HMA Bond Coat shall be constructed per subsection 501.03.D. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard. This is for information only and is included in the cost of associated pay items.

## **SHLD, CL II, MODIFIED**

**Description.** This work shall be done in accordance with the requirements of section 307 of the Standard Specifications for Construction except as herein specified.

**Materials.** In accordance with section 307 of the Standard Specifications for Construction.

**Construction.** In accordance with the requirements of section 307 of the Standard Specifications for Construction.

Shoulder material will be placed as indicated on the plans and placed in existing gravel driveways and shaped to match the existing surface over 5 feet.

## Schedule of Items (Itemized Bid Sheet)

**Letting Date:** Monday, May 29, 2023 9:00 AM

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**Contract ID:** PG102  
**Location:** Sparr Road over Pigeon River  
**Description:** Culver Replacement

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<b>Project Number:</b> PG102	<b>Project Engineer:</b> Rebecca Rivard, P.E.
<b>Estimate Number:</b> 2	<b>Date Created:</b> 4/27/2023
<b>Project Type:</b> Miscellaneous	<b>Fed/State #:</b>
<b>Location:</b> Sparr Road over Pigeon River	<b>Fed Item:</b>
	<b>Control Section:</b>

**Description:** Culver Replacement

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**Instructions to Bidders:** IMPORTANT NOTICE:  
If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price.

If the proposal provides a specified price for any of the following work items, and if you bid a price higher or lower than that specified price, your bid will be adjusted to reflect that specified price.

If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.



Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
4017051	Sparr Road Project - All Contract Work (Culvert provided by the Otsego County)	1	LSUM				
<b>Total Bid:</b>							

**Contractor:** \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

OTSEGO COUNTY ROAD COMMISSION CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the Otsego County Road Commission (hereinafter called the COMMISSION) and CONTRACTOR'S NAME (hereinafter called the CONTRACTOR).

COMMISSION and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which are attached as Exhibit 1. The Work is generally described as follows:

**Culvert replacement on Sparr Road over the South Branch of the Pigeon River (culvert will be provided by the Otsego County Road Commission)**

Article 2. ROLES OF MANAGING DIRECTOR AND ENGINEER.

2.1 Kirk Harrier, OTSEGO COUNTY ROAD COMMISSION, who is hereinafter called MANAGING DIRECTOR, assumes all duties and responsibilities and has the rights and authority assigned to the MANAGING DIRECTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 All paving must be completed by **October 20, 2023**. The entire project must be completed by November 11, 2023. Time is of the essence.

Article 4. CONTRACT PRICE. \$

4.1 COMMISSION shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents according to the payment procedures set forth in Article 5.

Article 5. PAYMENT PROCEDURES.

5.1 Progress Payments. COMMISSION shall make progress payments under this agreement as invoices are submitted. CONTRACTOR's Applications for Payment shall be reviewed and/or approved by MANAGING DIRECTOR and submitted to the Road Commission Board at its next regular monthly meeting. For CONTRACTOR's invoice to be approved promptly at the next regular meeting, the invoice must be remitted at the beginning of the month. Progress payments will be made based on the progress of Work and, in the case of Unit Price Work, the payment will be based on the number of units completed.

5.2 Review of Work. COMMISSION reserves the right to withhold payment from CONTRACTOR if, in the discretion of MANAGING DIRECTOR, the work is incomplete, or not completed to the standards set forth in the Contract Documents.

5.2 Upon substantial completion, COMMISSION shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER may determine, or COMMISSION may withhold.

5.3 Final Payment. Upon completion and acceptance of the Work in accordance with the procedures above, COMMISSION shall pay the remainder of the Contract Price to CONTRACTOR.

Article 6. CONTRACTOR'S REPRESENTATIONS.

*CONTRACTOR makes the following representations, and acknowledges COMMISSION's reliance on these representations as consideration for this agreement:*

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents.

Article 7. INSURANCE.

*CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in Michigan such insurance will protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the contract and for which CONTRACTOR may be legally liable, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:*

*Certificates of insurance with the following coverages and minimum limits must be on file with COMMISSION before work begins. Please note the additional insured wording for specific permits (noted with an \*).*

- 1. (a) *Comprehensive General Liability\*:*
  - Contractual Liability* *B/I: \$1,000,000 each occurrence*
  - Completed Operations* *B/I: \$1,000,000 aggregate*
  - P/D: \$1,000,000*
  - each occurrence*
  - P/D: \$1,000,000*
  - aggregate*

OR

- 1. (b) *Commercial General Liability\**
  - Same coverages as 1. (a)* *\$1,000,000 each occurrence*
  - \$1,000,000 aggregate*

*\*The following wording must be added to the certification of insurance: "Otsego County Road Commission, its commissioners, and employees are listed as additional insureds under the general liability".*

- 2. *Claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts which are applicable to the work to be performed;*
- 3. *Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees;*
- 4. *Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.*

Article 8. SAFETY PRECAUTIONS AND PROCEDURES.

*CONTRACTOR shall take reasonable safety precautions with respect to performance of this agreement. It shall comply with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property in accordance with the requirements of the Contract Documents.*

*CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:*

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein.

Article 9. CLEANING UP.

*CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this agreement.*

Article 10. INDEMNIFICATION.

*To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Otsego County Road Commission, its agents, employees, insurers, and successors, against claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from performance of CONTRACTOR's work under this agreement, or CONTRACTOR'S failure to perform work, including but not limited to damage, loss, or expense 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, to the extent caused by negligent acts or omissions of the CONTRACTOR's employees, officers, owners, subcontractors, successors, assigns and agents.*

Article 11. GOVERNING LAW

*The Contract shall be governed by the laws of the State of Michigan. The parties agree that Otsego County is the proper venue for any dispute arising under this agreement.*

Article 12. CONTRACT DOCUMENTS.

*The Contract Documents which comprise the entire agreement between COMMISSION and CONTRACTOR concerning the Work consist of the following:*

- 12.1 This Agreement
- 12.2 Notice of Award
- 12.3 CONTRACTOR'S Bid
- 12.4 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents, amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

*There are no Contract Documents other than those listed above in this Article 12. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.*

Article 13. GENERAL CONDITIONS.

13.1 No assignment by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without that other party's written consent; and specifically but without limitation moneys that may become due and money's that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

13.2 COMMISSION and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this agreement.

13.3 CONTRACTOR is bound by this agreement and Federal Law in that they will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Parties agree that a breach of Article 13.3 by the CONTRACTOR shall be regarded as a material breach of this agreement.

13.4 This agreement constitutes the entire understanding of the parties with respect to its subject matter and there are no prior or contemporaneous oral or written agreements that have not been superseded in their entirety by this agreement. This agreement may not be amended or altered except by another instrument in writing and signed the parties.

13.5 The parties hereby represent and warrant to each other that this Contract has been duly authorized and approved by each party's governing body or authorized personnel from each party.

13.6 Warranty of Workmanship. CONTRACTOR hereby warrants to the COMMISSION that all work to be performed under this Contract shall be free of defects in labor and materials for a period of one (1) year from the date the COMMISSION'S acceptance of work performed. If a defect in labor or material arises in connection with the work performed under this Contract, the COMMISSION shall notify CONTRACTOR of the defect in writing. CONTRACTOR shall then at its sole expense correct or repair the defect in a timely manner.

*IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have signed this agreement in duplicate. One counterpart each has been delivered to COMMISSION and CONTRACTOR. All portions of the Contract Documents have been signed or identified by COMMISSION and CONTRACTOR or by MANAGING DIRECTOR on their behalf.*

This agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

**COMMISSION:**

**OTSEGO COUNTY ROAD COMMISSION**

**WITNESS**

*By:*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

*Its:* \_\_\_\_\_  
(Title)

**WITNESS CONTRACTOR:**

*Name of Contractor*

*By:*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Print Name)

*Its:* \_\_\_\_\_  
(Title)