



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

SOUTH STONY CREEK ROAD HMA PAVING

BID OPENING:

Tuesday, July 10, 2018 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Stephen J. Pace, Member
Charles A. Londo, Member
Greg W. Stewart, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Tuesday, July 10, 2018** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the **South Stony Creek Road HMA Paving** contract. Significant bid items of work and approximate quantities are as follows:

HMA, LVSP – 8,600 Ton; HMA, 5E1 – 6,500 Ton; and Shoulder, CI II – 2,900 Ton.

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
SOUTH STONY CREEK ROAD HMA PAVING**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 4.63 miles of hot mix asphalt paving, aggregate shoulders and pavement markings on South Stony Creek Road from Sumpter Road to the Ash/Frenchtown township line (0.30 miles south of Corkins Road) in Ash and Exeter Townships, Monroe County, Michigan (MCRC Project No. 459-021-182112)

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools, material and traffic control devices necessary at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: _____
Address: _____
City, State, ZIP: _____
Telephone: _____
By: _____
Title: _____
Date: _____

Notes:

1. If the bidder is a partnership, each member must sign the proposal.
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

ENGINEER

The Engineer is the Superintendent of Maintenance or the individual assigned by the Superintendent of Maintenance to be in charge of the Contract. The person assigned as the Engineer may be an employee of the Board, a consultant or an outside contractor hired by the Board.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 12) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for South Stony Creek Road HMA Paving.**"

BIDDER'S SURETY

The proposal must be accompanied by a cashier's check, certified check or a bid bond made payable to the Board of County Road Commissioners of Monroe County, Michigan in the sum of five percent (5%) of the amount of the bid. Upon awarding and signing of a contract, or in the event of bid rejection, such bid surety will be returned to the Bidder. Bids may be held for a period of forty (40) days.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **Tuesday, July 10, 2018** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Board reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Board believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Board. The Board also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Road Commission to do

so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an 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, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

PERFORMANCE AND LIEN BONDS

The successful Bidder to whom the contract is awarded shall furnish two (2) surety bonds as follows:

Performance Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the faithful fulfillment of the terms of the contract in the amount of one-hundred (100) percent of the contract amount

Lien Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the payment of all labor and materials used in the work in the amount of one-hundred (100) percent of the contract amount

INCREASED OR DECREASED QUANTITIES

The Board reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than twenty-five (25) percent. Changes in excess of that amount will be individually negotiated.

SAFETY REQUIREMENTS

The Contractor is responsible for protecting the life and health of all personnel on the project; the safety and health of the public; and property during the construction of the project in accordance with subsection 104.07.B of the Michigan Department of Transportation 2012 Standard Specifications for Construction. Prior to the commencement of work, the Contractor must submit a written "Construction Safety Program" that outlines the plan and procedures for preventing and mitigating accidents on the project and meeting all health and safety requirements of the contract.

PROGRESS SCHEDULE

In no case shall any work be commenced prior to receipt of formal notice of award by the Board.

The low Bidder for the work covered by this proposal will be required to meet with the Board's representative to review the Contractor's proposed work schedule. The schedule for this meeting will be set within one (1) week after the low bidder is determined.

The Board's representative will arrange the time and place for the meeting.

TIME OF COMPLETION

All work shall be completed on or before **September 28, 2018**.

FAILURE TO COMPLETE ON TIME

Liquidated damages in the amount of **\$900** per day will be assessed for each calendar day that the work remains incomplete beyond the completion date.

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Monroe County Road Commission for their work on the contract. Each invoice shall contain, at a minimum, the following information: road name and limits, date(s) the work was performed, pay items, quantities of work completed, and the contract unit prices

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer or their designated representative will make an inspection of all work included in the contract and notify the Contractor of defects to be remedied prior to acceptance and payment.

DISPUTES

The Engineer's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

ASSIGNMENT CLAUSE

The contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. The Board will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and

injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:	
Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:	
Each Occurrence	\$1,000,000

Combined Single Limit for Bodily Injury and Property Damage Liability:	
Each Occurrence	\$2,000,000

3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Per Project Aggregate. The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.
- F. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- G. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

MAINTENANCE OF TRAFFIC

Maintain traffic in accordance with sections 104.07, 104.11, 812 and 922 of the Michigan Department of Transportation 2012 Standard Specifications for Construction and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall be responsible for the protection of vehicular and pedestrian traffic, work in progress and construction workers in the work zone through the implementation of procedures as described in this proposal, the MMUTCD, the Standard Specifications for Construction, and other applicable state and federal requirements.

The Contractor shall coordinate this work with any other contractors or maintenance agencies performing work within the work zone or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and the orderly progress of contract work.

South Stony Creek Road will be closed to through traffic during construction. The Monroe County Road Commission will provide the temporary construction signing and barricades for the road closures.

The Contractor will be responsible for the protection of vehicular and pedestrian traffic and maintaining local traffic within the work zone. Two-way traffic, with a minimum of one lane of traffic, shall be maintained at all times utilizing lane closures and traffic regulators. Additional traffic regulators shall be used at intersections within the work zone.

Channelizing devices for lane closures shall be 28 inch traffic cones.

All work shall be conducted during normal daytime hours unless otherwise approved by the Engineer. Normal daytime hours are considered to be Monday through Saturday from 7 a.m. to 7 p.m.

No work shall be performed during the Memorial Day, Independence Day or Labor Day holiday weekends as defined by the Engineer.

All labor, equipment, temporary signs and channelizing devices required for maintaining traffic will not be paid for separately and are included in the unit prices for other items of work.

SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within these specifications all references to the Michigan Department of Transportation shall mean the Board.

MATERIALS

All materials shall be in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction except as modified herein.

The Contractor shall submit a job mix formula for each HMA mixture used. The Contractor may use mix designs approved by the Michigan Department of Transportation on other projects.

The air void content for all HMA mixtures shall be field regressed to 3.0 percent with liquid asphalt cement.

The virgin asphalt binder for all HMA mixtures shall be PG 58-28 unless otherwise specified.

QUALITY CONTROL

The Contractor shall prepare and implement a quality control (QC) plan for the production of HMA mixtures in accordance with the HMA Production Manual.

For each day's production greater than 500 tons, the Contractor must perform a minimum of one QC test per day for gradation, AC content and air voids. A copy of the QC test results shall be provided to the Engineer.

ITEMS OF WORK

Following is a description of the items of work on this contract:

Shoulder, CI II (Ton) – The Shoulder, CI II item of work shall be in accordance with section 307 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for the placement of 2-foot wide 23A aggregate shoulders within the project limits.

Pavt for Butt Joints, Rem (Syd) – The Pavt for Butt Joints, Rem item of work shall be in accordance with section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

This item of work will be used for cold milling butt joints at six side street approaches (Steffas, Finzel -2, Exeter – 2 and North Stony Creek) and fourteen HMA driveways within the project limits.

Hand Patching (Ton) – The Hand Patching item of work shall be in accordance with section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for placing and compacting HMA by hand in residential driveways where there is a substantial elevation difference between the mainline HMA wearing course and the existing driveway surface.

HMA Approach (Ton) – The HMA Approach item of work shall be in accordance with section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for placing and compacting HMA in side street approaches. The side street approaches shall be paved independently from the mainline paving unless approved by the Engineer.

HMA, 5E1, 3% Air Voids (Ton) – The HMA, 5E1, 3% Air Voids item of work shall be in accordance with section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except the air void content for this mixture shall be field regressed to 3.0 percent with liquid asphalt cement. The virgin asphalt binder for this mixture shall be PG 58-28. This item of work will be used for placement of a 26-foot wide, 1 ½-inch thick HMA wearing course within the project limits.

HMA, LVSP, 3% Air Voids (Ton) – The HMA, LVSP, 3% Air Voids item of work shall be in accordance with section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except the air void content for this mixture shall be field regressed to 3.0 percent with liquid asphalt cement. The virgin asphalt binder for this mixture shall be PG 58-28. This item of work will be used for placement of a 26-foot wide, 2-inch thick HMA leveling course over an asphalt emulsion stabilized base (by others) within the project limits. The placement of the HMA leveling course shall be coordinated with the base stabilization contractor. If the Contractor fails to place the HMA leveling course in a timely manner, the Contractor shall be responsible for grading the stabilized base, at no additional cost to the Contract, to remove any washboarding prior to placement of the HMA leveling course.

Pavt Mrkg, Polyurea, 24 inch, Stop Bar (Foot) and Pavt Mrkg, Polyurea, Railroad Sym (Each) - The Pavt Mrkg, Polyurea, 24 inch, Stop Bar and Pavt Mrkg, Polyurea, Railroad Sym items of work shall be in accordance with section 811 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for providing and placing the special pavement markings at the two railroad crossings located within the project limits.

Pavt Mrkg, Waterborne, 4 inch, (color) (Foot) and Pavt Mrkg, Waterborne, 2nd Application, 4 inch (color) (Foot) - The Pavt Mrkg, Waterborne, 4 inch, (color) and Pavt Mrkg, Waterborne, 2nd Application, 4 inch, (color) items of work shall be in accordance with section 811 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for providing and placing the permanent lane line pavement markings on 6.97 miles of South Stony Creek Road from Sumpter Road to US-24. The Engineer will provide the layout for the permanent pavement markings.

Pavt Mrkg, Type NR, Tape, 4 inch, Yellow, Temp (Foot) - The Pavt Mrkg, Type NR, Tape, 4 inch, Yellow, Temp item of work shall be in accordance with section 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for providing and placing temporary pavement markings on the HMA leveling course as directed by the Engineer.

Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp (Foot) - The Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp item of work shall be in accordance with section 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. This item of work will be used for providing, placing, removing and disposing of temporary pavement markings on the HMA wearing course as directed by the Engineer.

Railroad Protection, at Grade Crossing (Dlr) – The Railroad Protection, at Grade Crossing item of work shall be in accordance with the Special Provision for Work Near Railroad Crossing attached to the proposal. This item of work will be used for reimbursing the Contractor for railroad flagging expenses incurred during the performance of work on this Contract.

MEASUREMENT AND PAYMENT

The Engineer will measure and pay for **Shoulder, CI II** in accordance with the section 307 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. The unit price for **Shoulder, CI II** includes the cost of providing temporary signs, channelizing devices and traffic regulators for maintaining traffic.

The Engineer will measure and pay for **Pavt for Butt Joints, Rem** in accordance with the section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. The unit price for **Pavt for Butt Joints, Rem** include the cost of providing temporary signs, channelizing devices and traffic regulators for maintaining traffic.

The Engineer will measure **Hand Patching** and **HMA, (type)** by the weight placed as supported by weigh tickets. The unit prices for **Hand Patching** and **HMA, (type)** include the cost of:

1. Cleaning the existing pavement;
2. Applying a bond coat;
3. Placing and compacting the hot mix asphalt mixture;
4. Performing QC testing on the hot mix asphalt mixture and providing QC test results to the Engineer; and
5. Providing temporary signs, channelizing devices and traffic regulators for maintaining traffic.

The Engineer will measure and pay for **Pavt Mrkg, Waterborne, 4 inch, (color); Pavt Mrkg, Waterborne, 2nd Application, 4 inch (color); Pavt Mrkg, Polyurea, 24 inch, Stop Bar; and Pavt Mrkg, Polyurea, Railroad Sym** in accordance with the section 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

The Engineer will measure and pay for **Pavt Mrkg, Type NR, Tape, 4 inch, Yellow, Temp** and **Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp** in accordance with the section 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

The Engineer will measure and pay for **Railroad Protection, at Grade Crossing** in accordance with the Special Provision for Work Near Railroad Crossing attached to the proposal. The costs associated with obtaining a railroad right of entry permit, completing the minimum required railroad safety training, and obtaining railroad protective liability insurance are not included in the payment for **Railroad Protection, at Grade Crossing** and shall be included in the unit prices bid for other items of work.

COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Christine Herron
Phone: 734-240-5109
Email: CHerron@mrcr-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
SOUTH STONY CREEK ROAD HMA PAVING**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **South Stony Creek Road HMA Paving** contract including Bidders' Addenda _____ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit prices named below:

Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount
Shoulder, CI II	2,900	Ton	\$	\$
Pavt for Butt Joints, Rem	600	Syd	\$	\$
Hand Patching	60	Ton	\$	\$
HMA Approach	120	Ton	\$	\$
HMA, 5E1, 3% Air Voids	6,500	Ton	\$	\$
HMA, LVSP, 3% Air Voids	8,600	Ton	\$	\$
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	132	Ft	\$	\$
Pavt Mrkg, Waterborne, 4 inch, White	73,000	Ft	\$	\$
Pavt Mrkg, Waterborne, 4 inch, Yellow	43,500	Ft	\$	\$
Pavt Mrkg, Waterborne, 2 nd Application, 4 inch, White	73,000	Ft	\$	\$
Pavt Mrkg, Waterborne, 2 nd Application, 4 inch, Yellow	43,500	Ft	\$	\$
Pavt Mrkg, Polyurea, Railroad Sym	4	Ea	\$	\$
Pavt Mrkg, Type NR, Tape, 4 inch, Yellow, Temp	2,000	Ft	\$	\$
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	2,000	Ft	\$	\$
Railroad Protection, at Grade Crossing	7,500	Dir	\$ 1.00	\$ 7,500.00
Total Bid				\$

Contractor Signature: _____

Printed Name and Title: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. Work on the **South Stony Creek Road HMA Paving** contract is to be completed by either **September 28, 2018** as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of either:

Certified Check or a Bidder's Bond in the amount of:

_____ Dollars (\$ _____)

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2018

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____

A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SOUTH STONY CREEK HMA PAVING PROPOSAL ATTACHMENTS

1. Special Provision for Work Near Railroad Crossing
2. Railroad Coordination CN (GTW)
3. Grand Trunk Western Railroad Insurance Requirements

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
WORK NEAR RAILROAD CROSSING

RAL:DGT

1 of 1

APPR:CRB:JJG:06-25-15

a. Description. This work consists of the Contractor consulting with the representative of the Norfolk Southern Corporation, CSX Transportation, and CN Railroad (herein after called the Railroad) to determine the necessity for, the type of, and cost of protection required for ensuring the safety and continuity of Railroad traffic and payment to the Railroad for protective services when doing work on, above, or below the Railroad property.

b. Materials. None specified.

c. Construction. Contact the Railroad 30 calendar days prior to starting work in the vicinity of their tracks. Provide documentation to the Engineer with the details of the contact including the person contacted, phone number or email used and the specific time and date. Ensure construction methods are in compliance with the requirements in the contract and as directed by the Engineer.

Pay (or pre-pay when required by the Railroad) the cost for right of entry permit, flagpersons, watchpersons, training, and other protective services and devices furnished or required by the Railroad and made necessary in the judgment of the representative of the Railroad because of the Contractors' operations which are within 25 feet of each side of centerline of track or impacted by traffic control operations. All Railroad bills for such protection costs must be paid within 14 days if not prepaid.

Monitor and provide immediate preference to clearing any traffic which backs up over the crossing as a result of flag control away from the crossing.

d. Measurement and Payment. Review the accuracy of costs from the Railroad and resolve any inconsistencies prior to submitting to Engineer for reimbursement. Submit satisfactory evidence or certification to the Engineer indicating all bills for protective services and devices furnished by the Railroad have been paid.

The Department will reimburse the Contractor for the costs incurred that have satisfactory evidence of payment to the Railroad using the following pay item.

Railroad Protection, at Grade CrossingDollar

MONROE COUNTY ROAD COMMISSION
COORDINATION CLAUSE
FOR
WORK ON CN (GTW) RAILROAD PROPERTY

MCRC:MLS

1 of 1

03-13-18

The following information may be pertinent to the determination of construction methods and railroad protective insurance rates.

RAILROAD COMPANY

Grand Trunk Western Railroad and its Parents
700 Pershing Road
Pontiac, MI 48340

Contact: Thomas Brasseur - Manager of Public Works
E-mail: Thomas.Brasseur@cn.ca
Cell: (715) 544-9145
Office: (248) 452-4854

Prior to any entry onto Railroad Company's property, the Contractor, subcontractors, and other non-Railroad personnel will not be allowed until the following training requirements have been met and documentation provided to Railroad:

All employees and/or contractor(s) of Licensee not hired by the Railroad Company that will work on CN property are required, at a minimum, to have completed the contractor orientation training through the website at www.contractororientation.com.

This training must be obtained through the website. If not done before, the Contractor must call 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non-Railroad contractor vendor number prior to accessing the noted website.

All employees of the Contractor and subcontractors must be fully aware of the "Safety and Related Requirements and Instructions for Work on CN Railway Right-of-Way by Non CN Personnel."

TRAIN MOVES

South Stony Creek Road (NI# 258211M)

There are approximately 4 freight train moves daily at 55 mph. The maximum time table speed is 55 mph.

The train movement and speed information does not represent a commitment by the Railroad and is subject to change without notice.

GRAND TRUNK WESTERN
SPECIAL PROVISION
FOR
RAILROAD INSURANCE REQUIREMENTS

RAL:DGT

1 of 2

APPR: JLD:SMR:02-23-17

a. Description. This work consists of providing Railroad Protective Liability Insurance before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Department.

b. Insurance Requirements. Carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and the Grand Trunk Western Railroad Company ("Railroad") and its parents on all insurance forms listed below with railroad contact information as noted in Coordination Clause for Work on Railroad Property.

1. Railroad Protective Liability Insurance in behalf of the Grand Trunk Western Railroad Company and its parents, as the named insured.

The Contractor must furnish to the Department and to the Railroad copies of policies as evidence that, with respect to Contractor and, if applicable, subcontractor operations, standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of five millions dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of ten million dollars (\$10,000,000) applying separately to each annual period. Said insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein.

A. Grand Trunk Western Railroad Company insurance required of Contractor:

(1) Statutory Workers Compensation and Employer's Liability Insurance.

(2) Automobile Liability Insurance in an amount not less than five millions dollars (\$5,000,000) combined single limit.

(3) Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence with an aggregate limit of not less than ten million dollars (\$10,000,000). The policy must name the Railroad and its parents as additional insured and as noted in the Coordination Clause for Work on Railroad Property

B. General.

(1) The insurance specified must be with an insurance company authorized by the State of Michigan and must be in effect before work is commenced and kept in effect until all work required to be performed under the terms of the contract are satisfactory completed as evidenced by the formal acceptance by the Department. Each policy must

contain the following endorsement:

“It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to MDOT, and the Grand Trunk Western Railroad Company and Its Parents, to the attention of the contact included in Coordination Clause for Work on Railroad Property.

(2) The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances.

(3) Include description of operations, railroad milepost, highway or street name, city and state of location, project number, and Railroad contact person on the certificate.

(4) Before commencing work in the railroad right of way, Contractor must deliver to the Railroad a certificate of insurance evidencing the foregoing coverages and true and complete copies of the policies described herein.

(5) Common Policy Provisions. Each policy described in subsections b.1 and b.2 of this special provision must include the following provisions:

(a) Each policy must include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.

(b) Each policy must provide for not less than 30 days prior written notice to the Railroad of cancellation of or any material change in that policy.

(c) Each policy will cover the work of the Contractor and the work of any subcontractor of the Contractor.

(6) It is understood and agreed that the foregoing insurance coverage requirements, and Contractor's compliance with those requirements, is not intended to, and must not, relieve Contractor from, or serve to limit, Contractor's liability and indemnity obligations under the provisions herein.

It is further understood and agreed that the Railroad must have the right, from time to time, to revise the amount or form of insurance coverage as circumstances or changing economic conditions may require. The Railroad must give Contractor written notice of any such requested change at least 30 days before the date of expiration of the then-existing policy or policies; Contractor agrees to, and must, thereupon provide the Railroad with such revised policy or policies.

c. Construction. If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

d. Measurement and Payment. The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items.