



BOARD OF COUNTY ROAD COMMISSIONERS
BOARD OF COUNTY PARK TRUSTEES
BOARD OF PUBLIC WORKS

COMMISSIONERS:

W.C. Askew, Sr., Reginald D. Boze, Doug Burleson, Gregory H. Kinney, Wayne Nelson

NOTICE TO BIDDERS

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Road Commission office, 325 W. James St., P.O. Box 156, Lawrence, MI 49064 until **11:00 AM on Thursday, May 9, 2024** at which time and place the bids will be publicly opened and read as follows:

- 46th Street from 72nd Avenue to 64th Avenue, Paw Paw Township; wedge paving

All bids must be in a sealed envelope and plainly marked as to the item bid upon and the name of the bidder. All unmarked bids and/or bids received after the submitted deadline may be rejected.

Detailed specifications and bidding forms may be obtained at the office of the Road Commission.

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding, and to award the contract in any manner deemed to be in the best interest of the Van Buren County Road Commission.

AN EQUAL OPPORTUNITY EMPLOYER
VAN BUREN COUNTY ROAD COMMISSION

NAME OF CONTRACTOR _____

PROPOSAL AND SPECIFICATIONS

FOR

CONSTRUCTION

VAN BUREN COUNTY

PROJECT NO. 489.3245 – Wedge paving with HMA, 5E1, and
shoulder gravel.

**46th St. from 72nd Ave. to
64th Ave.**

Paw Paw Township

April 09, 2024

BOARD OF COUNTY ROAD COMMISSIONERS
OF VAN BUREN COUNTY, MICHIGAN

P.O. Box 156, 325 W. James Street, Lawrence, MI 49064

VAN BUREN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

COUNTY LOCAL ROAD CONSTRUCTION

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Van Buren County Road Commission, located at 325 W. James Street, Lawrence, Michigan until 11:00 a.m., local time, **May 9, 2024**, at which time bids be publicly opened and read.

PROJECT NO. 489.3245 – Wedge paving with HMA, 5E1, and shoulder gravel.

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.

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 Van Buren County Road Commission.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF VAN BUREN COUNTY, MICHIGAN**

Reginald D. Boze, Chair
Doug Burleson, Vice-Chair
W.C. Askew, Sr., Member
Gregory H. Kinney, Member
Wayne Nelson, Member

BID and AWARD

Date _____

Board of County Road Commissioners
Of Van Buren County
P.O. Box 156
325 West James Street
Lawrence, MI 49064

To Whom It May Concern:

The undersigned has examined the 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 performing the work, perform 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 project plan and specifications therefore.

The undersigned further proposes to perform such extra work as may be ordered by you, prices for such work not being included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun through an executed change order.

The undersigned agrees to complete all items of work on or before June 28, 2024. The schedule for liquidated damages is located in the general specifications.

The Contractor shall submit a progress schedule subject to approval by the Project Engineer with their bid.

BID SURETY

A Bid Bond or Certified Check must accompany this bid in an amount not less than five percent (5%) of the amount of the total bid, as based on quantities appearing on the form of the Proposal or other bid security as shall be outlined in the Proposal and/or the Special Provisions section of the Specifications. The Bid Bond or other security of the successful bidder will be held until the Contract has been duly executed.

PERFORMANCE AND PAYMENT BONDS

Only projects exceeding \$50,000 will require Performance and Payment Bonds.

The successful bidder shall furnish Performance and Payment Bonds in the amount of 25% of the contract amount in such form and with such sureties licensed to conduct business in the State of Michigan.

THE CONTRACT

The Contract Documents consist of the bid documents, this Agreement, Conditions of the Contract (General Supplementary, Special and other Conditions), 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.

The undersigned bidder agrees that the following is a complete and accurate list of all sub-Contractors/suppliers to be utilized if awarded this contract and any change from this list will be permitted only with the consent of the Board of County Road Commissioners of Van Buren County. **LIST NAME OF EACH SUB-CONTRACTOR/SUPPLIER AND BRIEF DESCRIPTION OF WORK TO BE DONE OR MATERIAL TO BE SUPPLIED.**

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 Van Buren County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with or accepted anything of value from an official or employee of the Board of County Road Commissioners of Van Buren County that would tend to destroy or hinder free competition.

In the event the bidder is a co-partnership, each member must sign this proposal.

In the event 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 terms of this bid document.

SIGNATURE: _____ NAME: _____
(TYPE OR PRINT)

TITLE: _____ DATE: _____

FIRM NAME: _____ PHONE: _____

ADDRESS: _____
Street Address City State Zip

STANDARD SPECIFICATIONS

The Standard Specifications for Construction of the Michigan Department of Transportation, 2020 Edition, as amended shall apply. Nothing herein will be construed to create any obligation or duty on the part of the Board of County Road Commissioners of Van Buren 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 Contractor shall not receive any additional compensation due to delays caused by utility conflicts.

HMA: Prepare the existing pavement and construct hot mix asphalt (HMA) pavements, and approaches. Provide a pavement, meeting plan requirements, which is uniform in texture, density, and smoothness with no measurable segregation.

Use release agents that do not harm the properties of the mixture, or the environment and is approved by the Engineer. Do not use fuel oil or other distillate derivatives.

Provide safe and environmentally acceptable equipment that can produce a specification pavement.

HMA paving shall begin within 3 days of starting cold milling.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
HMA, 5E1	Ton

COLD MILLING HMA SURFACE: This pay item will cover milling butt joints at intersections and driveways approximately 1.25" or as directed by the engineer.

Immediately after cold milling, clean the surface. Dispose of removed material in accordance with subsection 104.07.D and subsection 204.03. The unit price for Cold Milling HMA Surface includes the cost of removing, loading, hauling, and disposing of the cold milled material, and cleaning the cold milled pavement.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Cold Milling HMA Surface	Syd

SHLD, CL II: The contractor will place shoulder gravel with a shoulder machine 1 foot wide or as directed by the engineer.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Shld, Cl II	Ton

MINOR TRAF DEVICES: The pay item for Minor Traf Devices covers the following:

- Providing, installing, maintaining, relocating and removing traffic cones, barrels, barricades, arrow boards, temporary signage and other traffic devices.
- Maintaining local traffic.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Minor Traf Devices	LSUM

VAN BUREN COUNTY ROAD COMMISSION
LAWRENCE, MICHIGAN

GENERAL SPECIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION – STANDARD SPECIFICATIONS

The work covered by this document 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 Van Buren 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, 2020.

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 Contact 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 the Contractor's ability, and give it all attention necessary for such proper supervision and direction.
- 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 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 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 (CONT'D)

F. Compliance with Soil Erosion and Sedimentation Control Operating Procedures. Contractor shall comply with all Soil Erosion and Sedimentation Control Operating Procedures for the Van Buren County Road Commission as attached.

G. 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.

H. Responsibility for Safety. Van Buren County Road Commission will provide traffic control devices as necessary. These traffic control devices may include Type II Barricades, Type III Barricades, and Construction Ahead or Road Work Ahead signs. The Contractor is responsible to maintain these devices for the duration of the project and report any damage immediately to the Project Engineer. Unless otherwise stated herein, at Contractor's expense, Contractor will take necessary precautions for the safety of, and the prevention of injury, loss and damage to, persons and property (including, without limitation, in 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.

I. 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 limitations, the RESPONSIBILITIES OF THE 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 Van Buren County, its officers, employees, representatives and agents from and against any and all claims, damages, demands, payments, suits, actions, recoveries, judgments and/or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only if caused in whole or in part, by the act, omissions, fault, negligence or breach of conditions of this Contract by negligent acts or omissions of the Contractor, the Contractor's 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 Van Buren County, for any damage or injuries caused by or resulting from the sole negligence of the Board of County Road Commissioners of Van Buren 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-contractors, 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 of type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under worker's 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 the completion of the work, worker's 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 Commissioners, The Board of County Road Commissioners, The Van Buren County Road Commission, and their officers, agents, and employees for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee, as their interests may appear."

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) \$2,000,000.00 each occurrence or \$1,000,000 each occurrence with a \$1,000,000 umbrella
- b. Property damage
 - (2) \$1,000,000.00 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 Agreement at the Contractor's sole expense and with insurance companies acceptable to the Board County Road Commissioners of Van Buren County.

All insurance policies will contain a provision that the coverage afforded there under 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 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 Van Buren 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 Van Buren County will be filed with the Board of County Road Commissioners of Van Buren County prior to the commencement of the Contractor's work.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Van Buren 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 Van Buren 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.

TITLE VI REQUIREMENTS

"The Van Buren 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, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, 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 gender, disability, race, color, or national origin in consideration for an award."

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding and to award the bid in any manner deemed to be in the best interest of the Road Commission. Further, the Board reserves the right to cancel the award if the equipment is not delivered on or before the date set forth in the bid.

EXECUTION 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 execute 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 estimated quantities. Increases or decreases in quantities will not be considered as a basis for adjustment in unit prices and Articles 103.02 of M.D.O.T. Standard Specifications for Construction, 2020 will not apply in this regard.

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 100,000	500
	>100,000 to 500,000	800
	>500,000 to 1,000,000	1,000
	>1,000,000 to 5,000,000	1,500
	>5,000,000 to 15,000,000	2,000
	>15,000,000	4,000

The liquidated damages may be delayed if the contractor meets the requirements set forth in Section 108.10 of the 2020 Standard Specifications for Construction. Approval of the Project Engineer is required.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount		
				Dollars	Cts	Dollars	Cts	
1500001	Mobilization, Max	1	LSUM					
2040050	Pavt, Rem	120	Syd					
2050010	Embankment, CIP	140	Cyd					
3070121	Shld, CI II	920	Ton					
5010002	Cold Milling HMA Surface	350	Syd					
5010056	HMA, 5E1	2,890	Ton					
5010061	HMA Approach	40	Ton					
8017011	_ Driveway, Reinf Conc, 4 inch	120	Syd					
8120170	Minor Traf Devices	1	LSUM					
8120370	Traf Regulator Control	1	LSUM					
8160100	Slope Restoration, Type A	5,900	Syd					
Total Bid:								

Contractor: _____

(Signature)

(Date)