

**NOTICE TO BIDDERS
ROAD MAINTENANCE EQUIPMENT
2024 ANNUAL MATERIALS AND SERVICES BIDS
OGEMAW COUNTY ROAD COMMISSION
1250 S. M-33, P.O. BOX 157
WEST BRANCH, MI 48661**

Sealed bids will be received by the Board of County Road Commissioners of the County of Ogemaw at their offices at 1250 S. M-33, P.O. Box 157, West Branch, Michigan 48661 until **3:30 P.M.** local time, on **February 27, 2024**. Bids will be publicly opened and read aloud at **9:00 A.M.** local time, on **February 28, 2024** for furnishing the following materials and services requirements:

- AMZ Emulsions
- Bituminous Patching Material
- Equipment Rental
- Grader & Scraper Blades
- Liquid Calcium Chloride (Addendum, 01/23/24)
- Local Roadside Mowing
- Overband Crack Sealing
- Pavement Markings
- Processed Road Gravel
- Seal Coat Application w/ Materials
- Signs & Posts
- Trucking Rental

All material items shall meet the latest Michigan Department of Transportation specifications and be bid F.O.B. West Branch, Michigan or to job site in Ogemaw County. Further specifications and requirements may be obtained from the Ogemaw County Road Commission or may be downloaded from our website at www.ogemawcrc.org.

All construction work performed within the county right-of-way will require appropriate traffic control according to the current Michigan Department of Transportation specifications as well as all other applicable standards and specifications.

Any and all bids may be used on the Michigan Department of Transportation State Highway System.

Bids shall be firm from March 15, 2024 to March 15, 2025, except where noted differently. All bids shall be firm at the time of order. All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear bidder's name and name of material or services bid plainly marked on the outside of an opaque envelope.

The Board reserves the right to accept or reject any or all proposals, to waive any defects or irregularities, and to make an award deemed, in their opinion, to be in the best interest of the Ogemaw County Road Commission. Successful bidders providing services (not materials) must submit acceptable proof of insurance with limits (directly from the insurance agency) as set forth by the Ogemaw County Road Commission. A copy of these limits is available from the Ogemaw County Road Commission.

Board of County Road Commissioners
County of Ogemaw
Dan Winter, Chairman

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OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

ASPHALT EMULSIONS

Estimated Quantity: 3,000 Gallons, in 1500 Gallon increments

Type: HFRS-2-----\$_____ Per Gallon F.O.B Ogemaw CRC
 HFRS-2-----\$_____ Per Gallon F.O.B. Vendor's Plant
 AE-90-----\$_____ Per Gallon F.O.B. Ogemaw CRC
 AE-90-----\$_____ Per Gallon F.O.B. Vendor's Plant

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All materials shall meet latest M.D.O.T. standard specifications. May be used for MDOT projects.

The Ogemaw County Road Commission reserves the right to renew the contract for additional one-year terms. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent one-year renewal period.

Delivery shall be F.O.B. Ogemaw County Road Commission complex located at 1250 S. M-33, West Branch, Michigan or F.O.B. at the Vendor's plant location.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

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BITUMINOUS PATCHING MATERIAL

- COLD PATCH -

CP-5 (MS2S)-----\$ _____ Per Ton

CP-6 (MSST)-----\$ _____ Per Ton

UPM-----\$ _____ Per Ton

- HOT MIX -

13A Modified Bituminous Aggregate \$ _____ Per Ton

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All materials shall meet latest M.D.O.T. standard specifications. May be used for MDOT projects.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Delivery shall be F.O.B. Vendors Plant.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

Location of Vendors Plant: _____

Days and hours of operation: _____

BID FIRM FOR: _____ DAYS

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

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EQUIPMENT RENTAL

	Make & Model	With Operator	Without Operator	
<u>GRADER</u>	_____	\$ _____	\$ _____	HR/UNIT
<u>DOZER</u>	_____	\$ _____	\$ _____	HR/UNIT
<u>SCRAPER</u>	_____	\$ _____	\$ _____	HR/UNIT
<u>EXCAVATOR</u>	_____	\$ _____	\$ _____	HR/UNIT
<u>BACKHOE</u>	_____	\$ _____	\$ _____	HR/UNIT
_____	_____	\$ _____	\$ _____	HR/UNIT
_____	_____	\$ _____	\$ _____	HR/UNIT
_____	_____	\$ _____	\$ _____	HR/UNIT
_____	_____	\$ _____	\$ _____	HR/UNIT

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

Bidder shall furnish units specified above, equipment and/or operators on maximum of 24-hour notice for as long as required by the Ogemaw County Road Commission. May be used for MDOT projects.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, and be listed as an insurance certificate holder, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

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GRADER AND SCRAPER BLADES

<u>APPROXIMATE QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
500 pcs.	5/8"x8"x72" Curved Double Bevel Forge Temp Carbon Steel Blade with eight 5/8"(11/16" CSSQ) plow bolt holes, painted	\$ _____
100 pcs.	5/8"x8"x72" Curved Double Bevel Serrated Straight Tooth Temp Carbon Steel Blade with eight 5/8"(11/16" CSSQ) plow bolt holes, painted	\$ _____
30 pcs.	Wing Blade 5/8"x8"x108" Curved Single Bevel, Reverse Curve, Countersunk holes Standard MDOT Punch for 5/8" bolts, painted	\$ _____
100 pcs.	3/4"x8"x84" Curved Double Bevel Max Temp Blade with fifteen 3/4"(13/16" CSSQ) plow bolt holes, painted	\$ _____
50 pcs.	3/4"x8"x84" Curved Double Bevel Serrated Max Temp Blade with fifteen 3/4"(13/16" CSSQ) plow bolt holes, painted	\$ _____

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All materials shall meet latest M.D.O.T. standard specifications. May be used for MDOT projects.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Delivery shall be F.O.B. Ogemaw County Road Commission complex located at 1250 S. M-33, West Branch, Michigan.

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GRADER AND SCRAPER BLADES

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

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**LIQUID CALCIUM CHLORIDE
Addendum 1 (01/23/24)**

	<u>Continuous Solid Single Pass</u> 1,000 gallons per mile	<u>Continuous Solid Double Pass</u> 2,000 gallons per mile
26% Total Chloride (Mineral Well Brine – NO oil field brine)	\$ _____ Per Gal.	\$ _____ Per Gal.
Spread Only	\$ _____	
Storage at OCRC Facility	\$ _____	

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

Bidder shall deliver and apply as required and directed in Ogemaw County.

All materials shall meet latest M.D.O.T. standard specifications and certification slips shall be furnished at time of delivery. May be used for MDOT projects. All materials supplied by the gallon must be on metered tickets that have current Certificate of Conformance and be inspected and tested by a Weights and Measures Official prior to delivery in accordance with P.A. 283 of 1964 as amended. Supplier shall also furnish material test results.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, and be listed as an insurance certificate holder, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Delivery shall be F.O.B. Ogemaw County Road Commission complex located at 1250 S. M-33, West Branch, Michigan or to job site within Ogemaw County. The supplier of the mineral well brine must be able to deliver and apply 60,000 gallons of brine per day during normal business hours.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

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LOCAL ROADSIDE MOWING

The undersigned has examined the plans, specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete work in strict accordance with the plans and specifications therefor.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefor to be made on the basis agreed upon before such extra work is begun.

THE CONTRACT

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

The term of this contract is for the mowing season of 2024. This contract may also be extended for additional one-year periods upon mutual agreement of both parties and availability of funds.

ITEMIZED UNIT PRICE BID SCHEDULE

DESCRIPTION OF WORK

The contractor shall bid a minimum of one entire Quadrant. Mowing one swath wide EACH SIDE per centerline mile shown on map attachment. Township maps are available at the Road Commission via email or may be picked up. Documents are broken down into 4 districts. Mileage below is approximate per district. Local paved roads will be mowed twice per season. With all other gravel roads receiving a minimum of one mowing per season, if time allows, twice per season.

District #1 (Foster, Klacking, Rose (west of M-33) Townships)

Blacktop Roads, Mowed Twice – 17.28 miles \$ _____/mile
(Bid price is per cutting, in other words, paid each time cut)

Gravel Roads, Mowed Once – 42.12 miles \$ _____/mile

Gravel Roads, Mowed Twice – 84.24 miles \$ _____/mile

District #2 (Cumming, Goodar, Hill, Rose (east of M-33) Townships)

Blacktop Roads, Mowed Twice – 105.81 miles \$ _____/mile
(Bid price is per cutting, in other words, paid each time cut)

Gravel Roads, Mowed Once – 75.55 miles \$ _____/mile

Gravel Roads, Mowed Twice – 151.11 miles \$ _____/mile

District #3 (Churchill, Logan, Mills, Richland Townships)

Blacktop Roads, Mowed Twice – 52.34 miles \$ _____/mile
(Bid price is per cutting, in other words, paid each time cut)

Gravel Roads, Mowed Once – 92.31 miles \$ _____/mile

Gravel Roads, Mowed Twice – 184.62 miles \$ _____/mile

District #4 (Edwards, Horton, Ogemaw, West Branch Townships)

Blacktop Roads, Mowed Twice – 133.33 miles \$ _____/mile
(Bid price is per cutting, in other words, paid each time cut)

Gravel Roads, Mowed Once – 45.64 miles \$ _____/mile

Gravel Roads, Mowed Twice – 91.28 miles \$ _____/mile

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any change from this list shall be permitted only with the consent of the Board of County Road Commissioners of Ogemaw County.

LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the Board of County Road Commissioners of Ogemaw County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the Board of County Road Commissioners of Ogemaw County that would tend to destroy or hinder free competition.

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

In case the bidder is a Corporation, this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All materials shall meet latest M.D.O.T. standard specifications. May be used for MDOT projects.

The Ogemaw County Road Commission reserves the right to renew the contract for additional one-year terms. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent one-year renewal period.

Delivery shall be F.O.B. Ogemaw County Road Commission complex located at 1250 S. M-33, West Branch, Michigan or F.O.B. at the Vendor's plant location.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

SPECIFICATIONS FOR ROADSIDE MOWING

The bid unit is per centerline mile of mowing.

A single swath will require mowing a minimum of 6' from the edge of pavement or the outside edge of the shoulder, depending on where full growth begins.

Vegetation shall be cut 4" above ground level to avoid stones and debris. A penalty may be assessed if the cut is higher. A penalty may be assessed if the vegetation is not cut cleanly. **All vegetation up to 1 1/2" in diameter will be mowed within these specified widths.**

Intersections shall be mowed a minimum of 150' each side, each way, and a minimum of 10' wide to provide an improved clear vision. This extra width mowing is incidental to the single swath unit price per mile. The Contractor shall strive to meet this additional width at all intersection, where possible.

It is intended that if the contractor is mowing a road that is intersected by a road that will not be mowed, that he will mow around the corner for a distance of 150' down and back. This operation will be considered a part of regular roadside mowing.

The contractor will be required to trim within 12", full width both sides, of all obstructions such as street signs, traffic control signs (see diagram for traffic and street name sign requirement) delineators, guard posts, utility poles, bridge abutments, mailboxes, etc. that may be within the designated mowing area. Mowing is not required directly under or behind guardrail. (See Figure 1 attached.)

Bidders should personally investigate field conditions. Failure on the part of the bidder to investigate or inspect will not be grounds for additional compensation.

The successful bidder shall have a competent person in responsible charge of his operation at all times. The bidder or his agent shall meet with the Commission's Foreman weekly to determine pay quantities and to ensure that all work is being satisfactorily performed.

Bidders must certify to the Commission that they possess sufficient equipment to successfully fulfill their contractual obligations. All contractor's equipment must meet all applicable warning standards necessary to alert motorists to the mowing operation. The order in which roads are mowed will be at the direction of the county.

The contractor should be prepared to begin the first mowing approximately June 1 and complete it by July 15. Second cutting on paved routes shall start by August 15 and must be finished by September 15. Second cutting on gravel roads if time allows and agreed upon by both parties, finished by September 30.

Starting and completion times are only approximate and will be adjusted to adapt to seasonal variations. The contractor and the Road Commission's Foreman will meet to arrive at a mutually acceptable schedule and time table for mowing. The contractor should be prepared to start or stop mowing operations within five days of notification by the Commission.

The bid prices are to remain firm through November 30, 2024.

The quantities shown are estimated only and actual payment will be based on actual units mowed.

Upon mutual agreement of the contractor and the county, additional roadsides will be mowed at the same unit prices.

The successful bidder will be responsible for preparing an estimate and an invoice for payment of work, which has been approved. Approved invoices will be paid at the first regular meeting of each month of the Board of Commissioners of the Ogemaw County Road Commission, provided they are submitted to the Road Commission a minimum of seven (7) days prior to that Board meeting.

All projects listed may not be completed at the discretion of the Ogemaw County Road Commission.

The undersigned hereby proposes to furnish all necessary machinery, equipment, tools, labor, materials, traffic control devices, apparatus, and other means of construction for the unit prices named in the itemized bid to complete the work herein described in strict conformity with the requirements of the Michigan Department of Transportation's 2012 Standard Specifications for Construction and such other special provisions and specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Ogemaw County Road Commission and the Michigan Department of Transportation on either the county road or state highway systems. The prices for which are not included in the itemized bid, however compensation shall be made on the basis mutually agreed upon before such extra work is begun.

The undersigned also understands that the Board reserves the right to cancel any of the individual projects and the cancellation of a project shall not change the unit prices bid on any of the remaining projects.

The undersigned further proposes to furnish a performance bond in the full amount of the bid price, proof of Worker's Compensation Insurance and General Liability Insurance of at least one million dollars in favor of the Road Commission before signing the contract.

The undersigned has examined the plans, specifications and the 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 are approximate only, and are subject to either increase or decrease.

Company Name _____

Address _____

Authorized Representative _____

(Print Name)

Signed by _____

(Signature)

Position _____

Date _____

Phone _____ Fax _____

E-Mail _____

The Contractor shall furnish a list of the equipment to be used in the prosecution of this contract, and allow the road commission to inspect same, prior to contract award, should we desire.

GENERAL SPECIFICATIONS

RESPONSIBILITIES OF CONTRACTOR

A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor shall be solely responsible for all construction under this contract, including the methods, techniques, sequences, procedures, and means, and for coordination of all work. Contractor shall supervise and direct the work to the best of Contractor's ability, and give it all attention necessary for such proper supervision and direction.

B. Discipline and Employment. Contractor shall maintain at all times strict discipline among Contractor's employees, and contractor agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he or she was employed.

C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract Documents.

D. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.

E. Compliance with Laws and Regulations. Contractor shall comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

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

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

H. Responsibility of Subcontractors. The Contractor shall require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitation, the RESPONSIBILITIES OF THE CONTRACTOR, shall be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

INDEMNIFICATION

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

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

The successful Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, additional named insured wording, all directly from the insurance agency. Proof of adequate insurance coverage shall be submitted to the Road Commission by the successful Bidder from their insurance agency and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Road Commission by certified mail. The Board of County Road Commissioners, the Ogemaw County Road Commission, its officers, employees, and agents shall be named as additional insureds.

The insurance required hereunder shall consist of:

- (a) Workers' Compensation Insurance meeting the requirement of State and Federal laws.
- (b) Comprehensive General Liability policy to cover bodily injury to persons including accidental death and for damage to tangible property, including loss thereof

Minimum Limits	
Personal injury per any one person	\$500,000.00
Personal injury aggregate per accident	\$1,000,000.00
Property damage per accident	\$500,000.00
Property damage aggregate per accident	\$1,000,000.00

- (c) Comprehensive Automobile Liability policy to cover bodily injury including accidental death and property damage arising out of the ownership, maintenance or use of any motor vehicle including owned, non-owned and hire vehicles.

Minimum Limits

Personal injury per any one person	\$500,000.00
Personal injury aggregate per accident	\$1,000,000.00
Property damage per accident	\$500,000.00
Property damage aggregate per accident	\$1,000,000.00

- (d) Umbrella or Excess Liability policy in the amount of at least one million (\$1,000,000.00) dollars and shall apply to all policies.

The successful bidder shall indemnify, defend, and hold harmless the Board of Ogemaw County Road Commissioners, the Ogemaw County Road Commission, and their officers, agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of, resulting from, or caused by the performance of the work.

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

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

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

PROGRESS CLAUSE

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

PROSECUTION OF THE WORK

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

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

OVERBAND CRACK SEALING

<u>Pay Item</u>	<u>Estimated Quantities</u>	<u>Price Per Unit</u>
Overband Crack Sealing	50,000-75,000 pounds	\$_____ per lb.

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

This item of work shall consist of furnishing all labor, equipment, and materials necessary for the treatment of cracks in bituminous pavements.

The complete work as measured for crack sealing will be paid for at the Bid unit price for each item.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, additional named insured wording, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

*See attached supplemental specifications.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

**OVERBAND CRACK SEALING
SUPPLEMENTAL SPECIFICATIONS**

Description

This item of work shall consist of furnishing all labor, equipment, and materials necessary for the treatment of cracks in bituminous pavements. The treatment shall include the cleaning of the cracks in bituminous pavements and placing the specified materials into and over the crack to help prevent the intrusion of water into the crack.

Quantities and Locations

The Road Commission will determine which roads or spot locations shall be selected for crack sealing. The total quantity of crack sealing placed will be approximately 30,000-50,000 pounds of overband crack filler.

Materials and Testing

The overband crack filler shall be composed of a mixture of polymer modified asphalt cement and polyester fibers by weight in the following proportions:

- | | |
|--|-----------------|
| 1) Polyester Fibers | 5% ±0.5% |
| The basis of acceptance of this material is a Type D Certification as defined in Section C of MDOT Materials Quality Assurance Manual. The polyester fibers shall meet the following requirements: | |
| A) Lengths | 6.4 mm ±0.5% |
| B) Crimps (ASTM D3937) | None |
| C) Tensile Strength (ASTM D2256)* | 480 MPa minimum |
| D) Denier (ASTM D2256)* | 3.6 to 6.0 |
| E) Specific Gravity | 1.32 to 1.40 |
| F) Melting Temperature | 245 °C minimum |
| G) Ignition Temperature | 540 °C minimum |

* This data must be obtained prior to cutting the fibers.

- | | |
|---|-----------|
| 2) Polymer Modified Asphalt Cement | Remainder |
| The basis of acceptance of this material is a Type D Certification as defined in Section C of MDOT Materials Quality Assurance Manual. The Polymer Modified Asphalt Cement shall meet the following requirements: | |

- | | | |
|--|-------------|------------|
| A) R&B Softening Point, °C | 80 min | ASTM D36 |
| B) Elastic Recovery, 25 °C, 10 cm pull | 85% min | |
| C) Ductility, 25 °C, 5cm/min, cm | 40 min | ASTM D113 |
| D) Force Ductility, 25 °C, 30-40 cm | 8.0 psi min | ASTM D113* |

* ASTM D113 modified with the addition of a load cell to the standard ductility apparatus and using straight-sided molds. The load cell records in pounds per square centimeter. Readings are multiplied by 6.45 to yield pounds per square inch force required to extend the sample.

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
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**OVERBAND CRACK SEALING
SUPPLEMENTAL SPECIFICATIONS**

Equipment

- 1) Compressed Air System – A compressed air system shall be used for crack preparation. The compressed air equipment shall be able to produce continuous, high-volume, high-pressure, dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 180 pa and a continuous 90 CFM airflow.
- 2) Melter Applicator – The melter applicator producing batches of not less than 6,500 pounds shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material hose shall be equipped with a material shut-off control. A mechanical full-sweep Bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 400 °F.
- 3) Application Wand – The material may be applied with a wand followed by a “V” or “U” shaped squeegee or by a round application head having a concave underside. The width of applications shall be 3 inches for standard coverage. With prior written approval of the Engineer, the application width may be increased to a maximum of 8 inches to provide complete coverage over multiple crack areas. The applied sealant thickness shall be 1/8 of an inch ±1/16”.
- 4) Heat Lance – A heat lance may be used to assure that no residual moisture is present in the crack or on the road surface where the overband is been applied. At no times shall the contractor attempt to seal pavement that is soaked be drying the pavement with the heat lance.

Construction Methods

- 1) Weather Limitations – No material shall be placed unless the pavement temperature is 40 °F or greater. Material shall not be placed if there is moisture in to crack.
- 2) Preparation of surface – Cleaning of cracks will be preformed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.
- 3) Mixing Procedures – The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall not exceed 325 °F.

Documentation of Work and Materials

The Contractor shall provide the Engineer, on a daily basis, a report with the following information:

- 1) Route name, beginning and ending locations for the day (including lane and direction).
- 2) Date, Air Temperature (°F), weather in a.m. and p.m.
- 3) Material Certifications and amounts used.

Traffic Control

Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking. Any damage by traffic to the treated pavement areas shall be repaired at the Contractor's expense.

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

PAVEMENT MARKING PER MDOT SPECIFICATION

	REGULAR DRY	WATER- BORNE	
ZONING	\$ _____	\$ _____	Per Mile
YELLOW CENTER LINE	\$ _____	\$ _____	Per Lin. Ft. (4"Line)
WHITE EDGE LINE	\$ _____	\$ _____	Per Lin. Ft. (4" line)
RAILROAD X-ING	\$ _____	\$ _____	Per Approach
STOP BAR	\$ _____	\$ _____	Per Approach

All application bids shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope. Please submit quotes for both "Regular Dry" and "Waterborne" paint applications.

All materials, labor, and equipment needed to complete the work shall be paid for within the above pay items.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, additional named insured wording, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Delivery shall be F.O.B. job site within Ogemaw County.

*See attached supplemental specifications.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

**PAVEMENT MARKING
SUPPLEMENTAL MDOT SPECIFICATIONS**

Bidder shall furnish all necessary labor and equipment to apply all pavement markings to Ogemaw County roads as specified by a representative of the Ogemaw County Road Commission. The successful bidder will be required to make multiple trips to the County for painting as paving and surface rehabilitation projects become available, as well as painting the roads as part of the normal routine maintenance program, however **all maintenance painting shall be completed prior to August 31, 2024**. The Road Commission shall supply the bidder with a map and spreadsheet depicting the roads to be painted.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, additional named insured wording, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

Bidder shall provide all traffic controls and signing pursuant to Michigan Uniform Traffic Control Manual.

All materials and application rates shall meet the latest M.D.O.T. Standard Specifications for Construction. The Ogemaw County Road Commission will supply payment for materials used up to the approved application rates. The Ogemaw County Road Commission will not approve any payment for any portion of quantities that are in excess of the M.D.O.T. application rates.

All paint containers and reflective glass bead packages are to be shipped directly or delivered by the contractor to a location designated by the Road Commission. Upon arrival, all containers and packages are to be numbered consecutively and recorded by an official of the Road Commission. Prior to the loading of the stored materials at the designated location, the contractor shall review amounts of material on the applicator with an official of the Road Commission. The Contractor, on a daily basis, shall count and record the number of reflective bead packages used and all empty packages will be bundled and secured in a designated location to be verified by an official of the Road Commission. Upon completion of the project and before departure, the contractor shall review with an official of the Road Commission the amounts of paint and reflective beads left on the applicator.

All quantities must be reported to the road commission on the "Pavement Marking Daily Report" form which will be provided by the Road Commission.

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

PROCESSED ROAD GRAVEL

Estimated Quantity:		3,000 ton each
Type:	22A	\$_____ Per ton
	23A	\$_____ Per ton

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All materials shall meet latest M.D.O.T. standard specifications. May be used for MDOT projects.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, and be listed as an insurance certificate holder, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Certified scales and a loader with operator must be available for loading the material at the vendors' plant between the hours of 7:00 am and 4:00 pm, Monday through Friday.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

Location of Vendors Plant: _____

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

**2024 Annual Materials & Services Bids
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SEAL COAT APPLICATION INCLUDING MATERIALS

Estimated 10 miles of application

Per single seal coat CM-90 and 34CS Slag-----\$_____per sq. yd.

Per single seal coat CM-90 and 34CS (Other) -----\$_____per sq. yd.

Fog Seal Application

Fog seal to be used as an option on selected roads on a per square yard basis

Fog Seal (CSS1H) -----\$_____per sq. yd.

Fog Seal (Alternate) -----\$_____per sq. yd.

Equipment:

All equipment must meet the requirements under Section 505 of MDOT’s 2012 Standard Specifications for Construction, except as modified herein:

Pressure Distributor:

The pressure distributor shall have a computerized application rate and speed control device interconnected with the asphalt emulsion pump such that the specified application rate will be supplied at any speed. This control shall have a radar ground sensing device that controls the application rate regardless of ground speed or spray bar width. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous with no dripping. Each pressure distributor shall be capable of maintaining the specified rate of application within +/- 0.015 gallons per square yard for each load.

Aggregate Chip Spreader:

The chip spreader shall be self-propelled and shall be equipped with a computerized application rate and speed control device capable of uniformly spreading the cover material at the designated rate. It shall be equipped with pneumatic tires and with a screen to remove oversized material.

Compacting Equipment:

Use two (2) self-propelled, pneumatic-tired rollers, weighing not less than 8 tons.

Broom/Sweeper:

The use of rotary-powered brooms are required to remove the loose material from the surface to be treated and for removing loose aggregate after the work has been completed.

Miscellaneous:

Provide all equipment including hand tools, thermometers, etc. Equip all self-propelled equipment with at least one approved, flashing, rotating or oscillating amber light, visible to traffic in all directions. Equip chip spreaders with one such light on each side of the spreader. The use of a pilot car is optional to the contractor; no additional payment will be made if used.

Prepaving Meeting:

A pre-paving meeting will be held on site with the Engineer before beginning work to discuss the following:

- Work schedule: Work to be scheduled by last of June or first of July, and completed by September 1.
- Traffic control plan.
- Equipment calibration and adjustments.
- Condition of materials and equipment, including transport units.
- Mix design(s) including job-mix-formula (JMF); coarse aggregate gradation; application rate of asphalt emulsion and coarse aggregate (by stationing and course).
- Contractor's quality control plan (method of yield check, etc.).

General Placement Operations:

1. The contractor shall establish 1000-foot intervals along the entire length of the project, prior to placing materials. The stations shall be clearly identified and maintained until project completion.
2. Perform all surface preparation that may affect the performance of the chip seal. Remove all plastic pavement markings using an abrasion method. Remove markings just before the surfacing operation. Clean all pavements to be treated with a motorized power broom to remove all loose material. Clean all depressions not reached by the power broom using a hand broom. Thoroughly clean the outer edges of the pavement or shoulder. For single chip seal and double chip seal, extend cleaning 1 foot onto the adjacent paved shoulder.
3. Keep all vehicles and equipment involved in the chip sealing operation as close to each other as practical. Keep the asphalt emulsion distributor within 150 feet of the chip spreader. Do not place cover aggregate on asphalt after it breaks.
4. Locate longitudinal construction joints as follows:
 - Single chip seal-on a painted lane line or at the outside edge of the shoulder.
 - Double chip seal-place the joint to overlap the centerline by 6 inches for the first course and place the joint on the centerline for the second course.
 - Shoulder chip seal-at the edge of the driving lane or at a location requiring the least overlap onto the driving lane.
5. Perform rolling within five minutes of placing the coarse aggregate and before the asphalt has begun to cool. Make a minimum of two complete passes over the coarse aggregate. A complete pass is one trip, forward and backward, over the same path. Overlap each pass by one-half the width of the roller. Use a minimum of two rollers and proceed in a longitudinal direction at a speed not greater than 5 mph.
6. Use the appropriate equipment and perform an initial sweeping of the completed chip seal to remove excess loose aggregate before the end of each day's work or within 24 hours with the approval of the County Inspector. For single chip seal and double chip seal, sweep beyond the edge of pavement to help prevent migration of loose aggregate back onto the pavement. Do not sweep loose aggregate into curbed areas or intersections.
7. Before opening to traffic, place W8-7 (LOOSE GRAVEL) signs with 35 mph speed plaques mounted below. Place these signs throughout the completed work, beginning 50 feet before the treated area in the direction of oncoming traffic at a maximum spacing of 0.5 mile.
8. Before beginning the chip seal operation, protect all utility castings, monument boxes and raised pavement markers using tarpaper or other approved materials. Remove these protective coverings before sweeping and opening to traffic.
9. Allow the new surface sufficient cure time to prevent damage by vehicle tires before opening to traffic. Protect the new surface from potential damage at intersections and driveways. Repair all traffic damage to the new surface at the Contractor's expense.

Submittals:

Upon completion, the contractor shall provide an inspector's daily report for each day work was performed containing the following information:

- Road Name / project number
- Date / air temperature / pavement temperature / humidity
- Asphalt Emulsion temperature
- Yield checks on asphalt emulsion
- Yield checks on coarse aggregate
- Length / Width / Total Square Yards
- Contractor's Signature

Other required documentation:

- Aggregate Certification or Shipment of Tested Stock Report (MDOT Form 1922).
- Asphalt Emulsion/ MultiGrade Asphalt: per current acceptance procedures.

The above submittals shall be placed in order by date in a folder with the certification statement in the back.

Application:

The contractor shall apply the multi grade asphalt (CM-90) at a temperature 290°F min, immediately followed by a uniform application of coarse aggregate.

Multi Grade Asphalt:

CM-90 shall be spread at a residual target rate (after correction for temperature expansion and distillate loss) of .30 gallons per square yard. (min application rate .29).

If the target rate of .30 gallons per square yard is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the contractor shall notify the Road Commission’s inspector immediately and prior to application. Upon approval of changes by the engineer, the contractor shall then document the new JMF rate(s) by stationing. All truck demurrage will be the responsibility of the contractor.

Coarse Aggregate Application Rates:

Cover material to be used will be 34CS Slag. Slag placement rate shall be within the range of 16 to 19 pounds per square yard. With a target rate of 17 pounds per syd.

If the target rate is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the contractor shall notify the Road Commission’s inspector immediately and prior to application. Upon approval of changes by the engineer, the contractor shall then document the new JMF rate(s) by stationing. All truck demurrage will be the responsibility of the contractor.

Stockpiling Aggregate Material:

The OCRC will provide several stockpile locations throughout the county; all provided stockpile locations would be located on property in which the Road Commission owns or has easement to use. If the contractor wishes to stockpile their material at a location not provided by the Road Commission, they would be doing so at their own risk and expense.

Maintaining Traffic:

The contractor shall provide all equipment, labor, and materials to properly control traffic throughout the length of the project. All traffic control feature shall be in accordance with the current Michigan Manual of Uniform Traffic Control Devices to protect the traveling public, their workforce and the work.

Delayed Acceptance:

After 30 days from the time of placement of the chip seal, the Road Commission’s inspector, in the company of the contractor, shall inspect the work for any deficiencies. These deficiencies will be limited to surface flushing, surface patterns, or loss of stone retention. All correction work shall be accomplished within seven (7) working days after notification or an agreed upon date. The contractor shall furnish the materials, equipment and labor to make the identified corrections to the satisfaction of the Road Commission at no additional cost to the Road Commission.

Measurement and Payment:

Completed work, as measured, will be paid for at the contract unit price for the following contract items:

Pay Item	Pay Unit
Single Chip Seal (materials)	Square Yard

Payment for the chip seal (as selected by OCRC from the prices for each material combination) includes all equipment, labor and materials for placement of a single or double application of asphalt emulsion and coarse aggregate, brooming, establishment of yield intervals, maintaining traffic, and delayed acceptance inspection.

No adjustments in the unit price will be made for approved rate of asphalt emulsion and/or coarse aggregate that are within the ranges identified in Asphalt Emulsion and Coarse Aggregate Application.

The contract unit price shall be payment in full for all labor and equipment needed to accomplish the work.

Fog-Seal Application Rates:

CSS1H (at 50% dilution) shall be spread at a target rate between 0.10 and 0.15 gallons per square yard with a target rate of 0.13 gallons per square yard.

If the target rate of 0.13 gallons per square yard is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface conditions of the pavement, the contractor shall notify the Road Commission’s inspector immediately and prior to application. Upon approval of changes by the engineer, the contractor shall then document the new JMF rate(s) by stationing. All truck demurrage will be the responsibility of the contractor.

Fog Seal shall be placed 24-48 hours after completion of chipseal and brooming.

Payment for the fog seal (as selected by OCRC from the prices for each material combination) includes all equipment, labor and materials for placement of a single application of asphalt emulsion, brooming before fogging, establishment of yield intervals. No adjustments in the unit price will be made for approved rate of asphalt emulsion and/or coarse aggregate that are within the ranges identified in Asphalt Emulsion and Coarse Aggregate Application.

The contract unit price shall be payment in full for all labor and equipment needed to accomplish the work.

Measurement and Payment:

Completed work, as measured, will be paid for at the contract unit price for the following contract items:

Pay Item	Pay Unit
Fog Seal (materials)	Square Yard

Payment for the fog seal (as selected by OCRC from the prices for each material combination) includes all equipment, labor and materials for placement of a single application of asphalt emulsion, brooming before fogging, establishment of yield intervals, maintaining traffic, and delayed acceptance inspection.

No adjustments in the unit price will be made for approved rate of Fog-Seal that are within the ranges identified in Fog-Seal Application Rates.

The contract unit price shall be payment in full for all labor and equipment needed to accomplish the work.

Bidder shall provide proof of insurance including but not limited to: public liability and property damage, workers compensation, unemployment and all coverage required by law. Furthermore, bidder shall provide indemnification for Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

Bid prices shall be valid for a period of one year from date of award of bid. Bids may be renewed for additional one-year terms if both parties agree to such renewals.

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

**2024 Annual Materials & Services Bids
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SIGNS AND POSTS

<u>Approximate Yearly Quantity</u>	<u>Description</u>	<u>Unit Price High Intensity Prismatic</u>
	ROAD NAME SIGN-Double sided, Flat, W/G*, 9"x24"	\$ _____
	ROAD NAME SIGN-Double sided, Flat, W/G*, 9"x30"	\$ _____
	ROAD NAME SIGN-Double sided, Flat, W/G*, 9"x36"	\$ _____
	ROAD NAME SIGN-Double sided, Extruded, W/G*, 9"x24"	\$ _____
	ROAD NAME SIGN-Double sided, Extruded, W/G*, 9"x30"	\$ _____
	ROAD NAME SIGN-Double sided, Extruded, W/G*, 9"x36"	\$ _____
40	30"STOP Hi-Int./Alum.	\$ _____
5	36"STOP Hi-Int./Alum.	\$ _____
40	30"B/Y WARNING SIGN	\$ _____
5	36"B/Y WARNING SIGN	\$ _____
5	18"x24" CHEVRON	\$ _____
10	12"x36"B/Y BRIDGE PORTAL	\$ _____
5	48"x24"B/Y ARROW	\$ _____
20	24"x30"B/W REGULATORY SIGN	\$ _____
10	18"x18"B/Y MPH SIGN	\$ _____
20	24" x 30" B/W MPH SIGN	\$ _____
	<u>Unit Price</u>	
100	12'-3# U-Type Steel, Painted, Post	\$ _____
	Jumbo Cap Brackets to fit U-Post	\$ _____
	Jumbo Cross Brackets to fit U-Post	\$ _____

* White on Blue may be substituted for White on Green at Road Commission Request

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

All Materials shall meet latest M.D.O.T. standard specifications, MMUTCD specifications, and ASTM D4956-04 specifications. May be used for MDOT projects.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

Delivery shall be F.O.B. Ogemaw County Road Commission complex located at 1250 S. M-33, West Branch, Michigan.

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SIGNS AND POSTS

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS.

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
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TRUCKING RENTAL

	FUEL PRICE				
	\$3.00 TO \$3.50 /gal	\$3.51 TO \$4.00 /gal	\$4.01 TO \$4.50 /gal	\$4.51 TO \$5.00 /gal	
TANDEMS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
TRI AXLES	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
QUADS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
LEADS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
TRAINS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
V-BOTTOMS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
DOUBLE V-BOTTOMS	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
6-AXLE FLOWBOY	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT
8-AXLE FLOWBOY	\$ _____	\$ _____	\$ _____	\$ _____	HR/UNIT

All bid applications shall be submitted on Ogemaw County Road Commission forms. All bids must bear the bidder's name and the name of material or services bid plainly marked on the outside of the envelope.

Bidder shall furnish up to 15 haul units specified above, trucks and drivers on maximum of 24-hour notice for as long as required by the Ogemaw County Road Commission. May be used for MDOT projects.

Tandems must have a legal minimum load capacity of 27,000 lbs. Net.

Bidder shall provide proof of insurance including but not limited to: general liability, automotive liability, and property damage, workers compensation, unemployment and all coverage required by law, and be listed as an insurance certificate holder, all directly from the insurance agency. Furthermore, bidder shall provide indemnification to the Ogemaw County Road Commission for any and all claims arising as a result of operations in the performance of the above services.

The Ogemaw County Road Commission reserves the right to renew the contract for additional two-year term. Both parties shall mutually agree to each renewal. Pricing, terms and conditions of the first year of the contract will remain the same for any subsequent two-year renewal period.

**2024 Annual Materials & Services Bids
OGEMAW COUNTY ROAD COMMISSION
P.O. Box 157, West Branch, MI 48661**

TRUCKING RENTAL

The Commission reserves the right to accept or reject any or all proposals, to waive irregularities and or informalities and to make an award as may appear to them to be in the best interest of the Ogemaw County Road Commission.

BID FIRM FOR: _____ DAYS

DISCOUNTS: _____

TERMS OF PAYMENT: _____

DELIVERY LEAD TIME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

BIDDER'S NAME: _____

BIDDER'S SIGNATURE: _____ DATE: _____