

**PROPOSAL
FOR
2012 OVERBAND CRACK FILL**

**TUSCOLA COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

**1733 S. MERTZ RD.
CARO, MI 48723**

LETTING DATE – MARCH 1, 2012

9:00 A.M.

<u>Contract Item</u>	<u>Pay Unit</u>	<u>Unit Price</u>
Overband Crack Fill	Lbs	\$_____

CONTRACTOR: _____

ADDRESS: _____

SIGN & PRINT: _____

DATE: _____

PHONE & FAX: _____

EMAIL ADDRESS: _____

COMPLETION DATE: End of 2012 following Seasonal Limitations.

Bids to be submitted in a plainly marked, sealed envelope. No faxed or emailed bids accepted.

TUSCOLA COUNTY
ROAD COMMISSION
"An Equal Opportunity Employer"

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Description: This work consists of furnishing all labor, equipment, and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water infiltration. Section 505 of the 2003 Standard Specifications shall be followed except as herein stated.

The Contractor has examined the proposal specifications and understands that the locations may be anywhere in Tuscola County on the local road system or on state highways under the maintenance jurisdiction of the Road Commission.

505.02 Materials:

Overband Crack Fill Method - The overband crack filler shall be composed of a mixture of asphalt cement and polyester fibers and recycled tire rubber blended by weight in the following proportions:

Polyester Fibers	5% ± 0.5%
Asphalt Cement	Remainder
Recycled Tire Rubber	5% ± 0.5%

The method for obtaining this composition is the choice of the Contractor. Project blended rubber-asphalt mixture shall be approved by the engineer prior to application. Copies of all material certifications must be submitted to the Engineer.

1. Asphalt Cement (PG 64-22) - The basis of acceptance of this material is a Type D Certification as defined in Section C of the MDOT Materials Quality Assurance Manual. The Asphalt Cement shall meet the requirements of ASTM D 5840 Table 1 for designation II-B.
2. Polyester Fibers - The basis of acceptance of this material is a Type D Certification as defined in Section C of the MDOT Materials Quality Assurance Manual. The polyester fibers shall meet the following requirements:

Length (Inches)	0.39 +/- 0.08 inches
Crimps, (ASTM D-3937)	none
Tensile Strength, (ASTM D-2256)*	40,000 psi
Denier, (ASTM D-1577)*	15 +/- 3.00
Specific Gravity	0.91 +/- 0.04
Melting Temperature	320°F minimum

3. Recycled Tire Rubber- Shall be ground tire rubber, or approved equal, with 100% of the material passing the No. 20 sieve and 95-100% passing the No. 30 sieve. The rubber material shall be reasonably free of excess fabric, wire or other contaminating material (total of 0.5% by weight) except that up to 4% calcium carbonate may be included to prevent the rubber particles from sticking together.

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Traffic Control:

Traffic shall be maintained in accordance with the 2005 MMUTCD (Michigan Manual on Uniform Traffic Control Devices, Part 6).

1. Traffic volumes and site conditions shall be taken into consideration when determining which typical application to follow. The Engineer shall approve the traffic control application prior to implementation.
2. Provisions should be made for the safe operation of work or emergency vehicles, particularly on high speed, high volume roadways.
3. Construction time should be minimized to reduce exposure to increased accident and injury potential.
4. Flagging procedures may be required to provide positive guidance to the motorist traversing the work area. Flagging should be employed when other methods of traffic control are inadequate to warn and direct drivers.
5. All traffic control devices shall be removed immediately when no longer needed.

505.04 Measurement and Payment:

The completed work as measured for Overband Crack Fill will be paid for at the contract unit price for the following contract items:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Overband Crack Fill	\$ _____/lbs.

The contract unit price shall be payment in full for all labor, materials, and equipment needed to accomplish the work, including maintaining traffic. The invoice shall list locations separately by road name with units used for each location. Contactor's Daily Reports and material tickets/certifications shall accompany the invoice.

Proposed work will be given to the Contractor in writing, as needed, throughout the construction season. Any addendum to this specification by the Contractor for the minimum quantities; shall be noted on page 1 of this specification or will not be considered as part of the contract, if awarded.

Liability:

The Contractor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages.

The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage to the minimum extent of \$500,000.00 property damage and \$1,000,000.00 personal liability to insure adequate payment for any damage caused by his operations.

The contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate that he carries Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

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NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.

Your bid will not be accepted unless the enclosed agreement is signed and returned with your bid.

AGREEMENT

This agreement made this _____ day of _____, 20____
by and between the Board of Tuscola County Road Commissioners and _____
_____.

1. _____ hereby agrees to undertake the following work
in the status of an independent contractor performing the following job:

2. Said contractor, _____, shall at all times exercise extreme care and shall assume any and all liability for property damage or bodily injury resulting from the above operation by this employees, agents, assigns, sub-contractors and anyone else acting under his control or direction; and will indemnify, hold harmless and defend the Tuscola County Road Commission, its Commissioners or employees from any and all claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, _____, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as **an additional insured** under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and **shall** furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project. Additionally, said contractor, _____, shall furnish prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of insurance certifying he carries and has in effect worker's compensation insurance on all those required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S. Mertz Rd., Caro, MI 48723.

Witnessed:

Board of Tuscola County Road Commissioners

Contractor

TUSCOLA COUNTY ROAD COMMISSION
TITLE IV COMPLIANCE
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Tuscola County Road Commission** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the **Tuscola County Road Commission** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs(1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **Tuscola County Road Commission** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **Tuscola County Road Commission** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

“The **TUSCOLA COUNTY ROAD COMMISSION**, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in 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, Disadvantaged Business Enterprise firms 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, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A.”