

MASON COUNTY ROAD COMMISSION

Board of Commissioners

Nick Matiash s, Chairman

Douglas Robidoux, Vice-Chairman

Bill Schwass, Member

Wayne A. Schoonover, P.E., Manager/Director

510 E. State St.

PO Box 247

Scottville MI 49454-0247

Office: (231) 757-2882 Fax: (231) 757-2662

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NOTICE TO BIDDERS

The Board of County Road Commissioners of Mason County will receive sealed bids at their office at 510 E. State St., Scottville MI 49454, until 11:00 a.m. on Tuesday, June 20, 2017, for the following:

•• 2017 CHIP SEAL PROGRAM

Specifications and bid forms may be obtained at the Road Commission offices during regular business hours or by visiting our website at www.masoncountyroads.com.

All proposals must be submitted on Road Commission furnished bid forms. Said forms must be in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder.

The Mason County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Mason County.

BOARD OF COUNTY ROAD COMMISSIONERS

NICK MATIASH, CHAIRMAN

DOUG ROBIDOUX, VICE-CHAIRMAN

BILL SCHWASS, MEMBER

PROPOSAL
2017 CHIP SEAL PROGRAM

TO: Board of Mason County Road Commission
510 East State Street
PO Box 247
Scottville, Michigan 49454-0247

Gentlemen:

The undersigned Michigan Department of Transportation (MDOT) approved seal coating contractor in the State of Michigan submits the following unit prices bituminous seal coating, furnished and placed. All prices shall be firm for the year 2017; MDOT 2012 Standard Specifications shall apply, as modified by the attached special provisions.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Seal, Single Chip, Special	<u>240,385</u>	Syd	\$ _____	\$ _____
2.	Seal, Fog	<u>240,385</u>	Syd	\$ _____	\$ _____
				TOTAL	\$ _____

Completion Date: All work shall be completed on or before August 31, 2017. The Mason County Road Commission reserves the right to add or delete bid quantities. Adjustment in unit prices shall be in accordance with MDOT Specifications 103.02

Submitted by: _____

Address: _____

Email: _____

Business Phone: _____

Signature: _____ Date _____

Bids shall be in a sealed envelope, plainly marked as to contents. The right is reserved by the Mason County Road Commission, to reject any and all bids, and to accept the bid that is in the best interest of the County.

The Mason County Road Commission reserves the right to renew the contract for ONE (1) additional year, each upon mutual agreement of both parties. Pricing, terms and conditions of the contract will remain the same for any one-year renewal period.

Closing Date 11:00 am, TUESDAY, June 20, 2017

2017 SEAL COAT PROGRAM - MASON COUNTY
Single Chip Seal with Fog Seal

JOB NO.	TOWNSHIP	ROAD NAME	LOCATION	LENGTH (MILE)	APPROX. AREA (SYD)
081	Branch	Hansen Rd	Schoenherr Rd E'ly to past Larson Rd	1	11,700
151	Mead	Reid Rd	Free Soil Rd S'ly to Turn-Around	0.84	9,822
051	Pere Marquette	Arrow Rd	Lendale Rd to Ivanhoe Rd (480')	0.09	907
052	Pere Marquette	2nd, 3rd, 4th St.s	Sherman Rd E'ly to Ends of Streets (1,740')	0.33	3,280
053	Pere Marquette	Inman Rd	Iris Rd N'ly to Bradshaw Rd	0.77	9,050
054	Pere Marquette	Bradshw Rd	Benedict Rd to Meyers Rd	0.46	5,436
055*	Pere Marquette	Kinney Rd	PM Hwy W'ly to Ending	0.38	4,450
11	Summit	Olmstead Rd	PM Hwy W'ly to Turn-Around	0.51	5,250
12	Summit	Brye Rd	Washington Rd N'ly to Marrison Rd	1	12,721
13*	Summit	Schlick Rd	PM Hwy W'ly to Turn-Around	0.45	5,507
14*	Summit	Sunset Lane	Lakeshore Dr W'ly to Montgomery Blvd	0.37	4,601
TOWNSHIP FINAL ADJUSTED TOTAL				6.20	72,724.00
Co Prim	Grant	Hoague Rd	W. of La Salle Rd E'ly to US-31	1.1	17,735
Co Prim	Free Soil	Free Soil Rd	US-31 E'ly to House #1854	2.5	13,832
Co Prim	Free Soil / Meade	Free Soil Rd	Stephens Rd E'ly to Reid Rd	3.5	47,503
Co Prim*	Hamlin	Dewey Rd	Stearns Rd E'ly to Jebavy Dr	1.9	22947
Co Prim	Pere Marquette	Nelson Rd	US-10 N'ly to Johnson Rd	0.50	16,000
Co Prim	Logan	Kinney Rd	Walhalla Rd E'ly to Tyndall Rd	3.75	49,644
COUNTY FINAL ADJUSTED TOTAL				13.25	167,661
Total Single Chip Seal				19.45	240,385

Completion date will be as follows: 2017 Program: August 31, 2017

* Indicates roads that require HMA wedging before chipsealing.

1-Jun-17

INSTRUCTIONS TO BIDDERS

1. **CONTRACT DOCUMENTS**

It is the intent of these contract documents to be as clear, complete, and consistent as possible.

2. **BIDDER INVESTIGATION**

The Bidder will be responsible for inspecting the various roads scheduled for seal coating and to determine all conditions under which he will be obligated to work. A copy of the projects and their location is provided to assist the Bidder in his investigation.

3. **PROPOSAL PREPARATION**

The name and legal status of the bidder, corporation, partnership or an individual shall be stated in the proposal. A corporation bidder shall name the state in which its Articles of Incorporation are held and must give the Title of the Officer having authority, under the by-laws, to sign contracts.

A partnership bidder shall give the full names and addresses of all partners. Anyone signing a proposal as an agent of another, or others, must submit with this proposal legal evidence of his authority to do so. The place of residence of each bidder, or the office address in case of a firm or company, with county and state, must be given after a signature.

The proposal shall be carefully prepared in strict accordance with these instructions; otherwise the bid may be rejected. The proposal for the work is on a unit price basis. All unit prices shall be completed in ink and the proposal legally signed in ink.

The unit prices stated in the proposal shall be plainly written. Illegibility of any work or figure in the proposal may be sufficient cause for rejection of the proposal.

Each proposal must be enclosed in a sealed envelope, addressed to the Mason County Road Commission, and labeled Revised **“2017 Chip Seal Program.”**

The bids will be compared on the basis of comparison of the totals for the extensions of the stated unit prices. In case of an error in the preparation of the bid form, the unit prices shall be used. No partial bids will be considered.

4. **BID SURETY**

A Certified or Cashier's check or bid bond payable to the Mason County Road Commission in an amount equal to five percent (5%) of the amount of the proposal will be required for each bid.

5. PERFORMANCE BONDS AND INSURANCE

The successful bidder shall furnish performance and payment bonds in amounts equal to the contract bid price in such form and with such sureties licensed to conduct business in the State of Michigan.

The successful bidder shall purchase and maintain such Public insurance that will protect him from claims under Workmen Compensation laws and Public Liability Insurance. The Contractor shall provide for and in behalf of the County, the Mason Board of County Road Commissioners, The Mason County Road Commission, and its employees Owners Protective Public Liability Insurance. A copy of all insurance coverage shall be submitted for approval prior to the award of a contract.

6. CHAPTER II PROCEEDINGS

The Commission reserves the right to waive consideration of any bid submitted by a bidder who either has or has pending the filing of Chapter II proceedings.

7. TESTING

All materials shall be obtained from MDOT approved sources. Testing for compliance with 2012 MDOT Standards and Specifications shall be the responsibility of the Contractor, who shall provide copies of all material certifications and tests done. MCRC reserves the right to perform verification testing of any materials.

8. BID QUANTITIES

The MCRC reserves the right to add or delete quantities, as it deems necessary. Adjustments in unit prices shall be in accordance with MDOT specification 103.02.

9. SPECIFICATIONS

The 2012 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents and shall apply unless otherwise noted. A copy of the "Standard Specifications" is available at the office of the Mason County Road Commission.

Specific References made in the contract documents will be shown as MDOT 0.0.00.

10. INSURANCE COVERAGE

The Contractor shall have a minimum insurance policy as described below:

General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automotive Liability (minimum)	
Body Injury	\$ 500,000 per Person
	\$1,000,000 per Occurrence
Property Damage	\$1,000,000 per Occurrence
Workers Compensation	

The Contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Additional Insured -- Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **Additional Insured**. The Mason County Road Commission, its Board and all employees.

The Contractor agrees to hold the MCRC harmless and indemnify the MCRC from all claims or liability arising out of or in connection with the plowing and removal of snow pursuant to the contract provisions, including, but not limited to, the cost of defense, court costs, and any Judgment or settlement arising out of such claims.

The Contractor shall not commence work under this contract until they have obtained the insurance and bond required. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance companies acceptable to the Mason County Road Commission.

11. PAVEMENT PERFORMANCE WARRANTY

The Contractor shall warranty his work and materials for a period of ONE year from the acceptance date for Warranted Work. Refer to the attached Special Provision on Pavement Performance Warranty for Seal, Single Chip, Special.

MASON COUNTY ROAD COMMISSION
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

MCRC/WAS

1 OF 2

05-30-17

DESCRIPTION

Traffic will be maintained in accordance with the 2012 Edition of the MDOT Standard Specifications for Construction, including any supplemental specifications, and as herein specified. All traffic control devices and their usage shall comply with the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as revised.

CONSTRUCTION INFLUENCE AREA (CIA)

The CIA limits shall include the area within the right-of-way of each route in advance of each designated route as required for the advanced construction signing and traffic control devices, and for a distance of 500' along each leg of the intersections.

CONSTRUCTION METHODS

All work shall be conducted during daylight hours only. Through traffic shall be maintained by use of Flag Control, and portable Lighted Arrow Boards where needed. Temporary Signs, Lighted Arrow Boards and Flag Control shall be placed and moved as necessary in the progression of the work.

TRAFFIC CONTROL DEVICES

Signing for lane closures including all signs, barricades, warning lights, and other traffic control devices shall be in accordance with the *2011 Michigan Manual of Uniform Traffic Control Devices*. The lighted arrow panels, signs, including posts or movable frames, channeling devices and warning lights, shall be as shown on the plans. Installation and upkeep of the temporary signing shall be included in this item of work. Contractor to install Raised Pavt Marker, Temp, Type 1, Yellow, Bidirectional prior to placement of Seal, Single Chip, in accordance with the MDOT Standard Specifications for Construction or as directed by the engineer. Raised Markers, as described in the previous sentence, shall be placed at 50 foot intervals and doubled up - side by side - in No Passing Zones. During non-working periods, any work site with uncompleted work shall have advance signs W20-1 "Road Work Ahead" placed as directed by the engineer.

MASON COUNTY ROAD COMMISSION

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

MCRC/WAS

2 OF 2

05-30-17

The use of lane closures with flag control shall be in accordance with the attached typical M0150a for single lane closure of a two-lane two-way roadway. The Speed Limit within the construction area shall be 45 miles per hour.

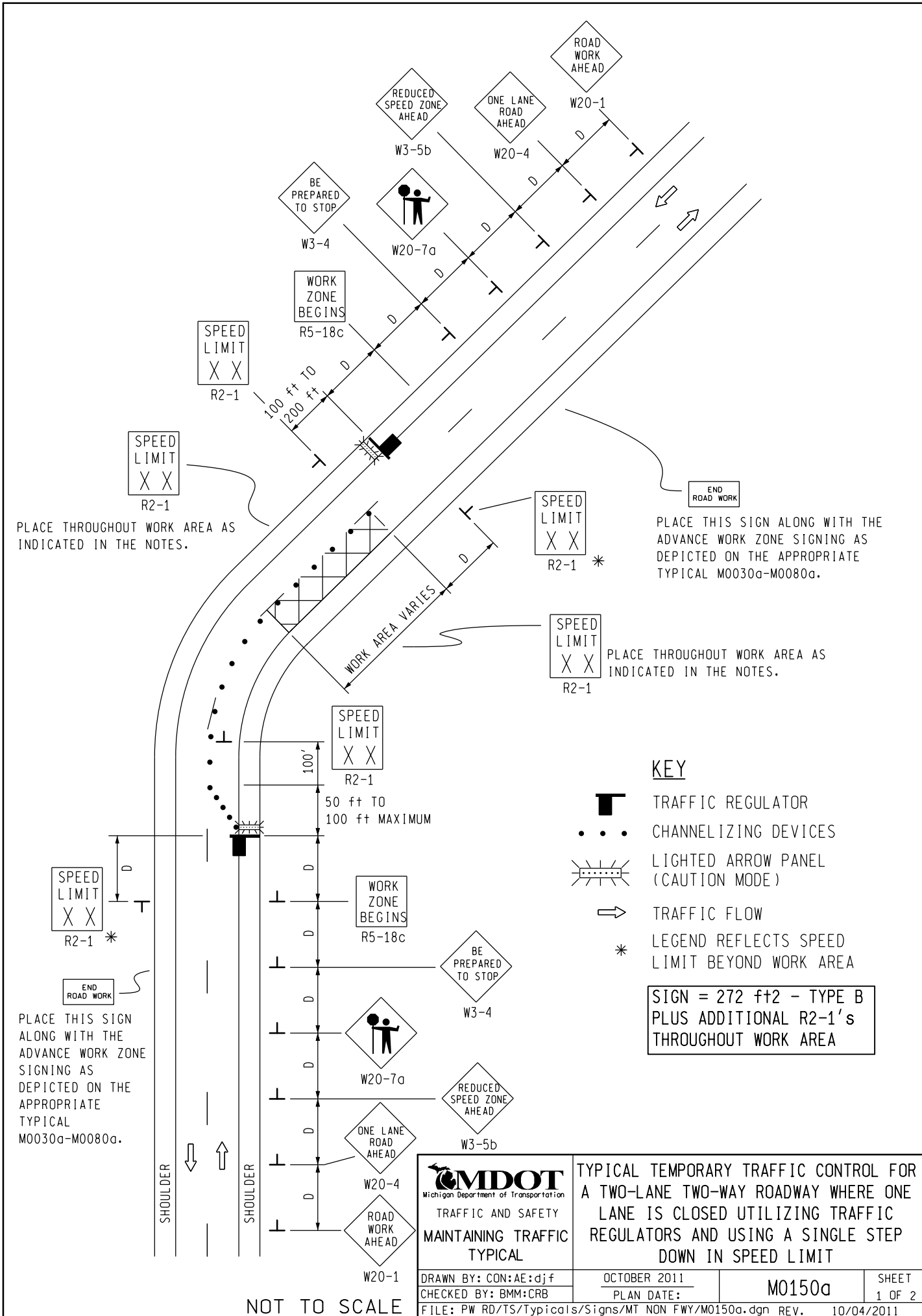
The Contractor shall coordinate and notify the engineer to have the Mason County Road Commission install the sign W8-7 “ Loose Gravel” prior to work commencing on each road segment.

Fog Seal shall be placed 24-48 hours after completion of Single Seal Coating; or as approved by the engineer. The Contractor prior to starting the work of Fog Seal shall provide a plan and procedure on traffic control for this item of work.

The Labor Day Holiday will occur during the course of this project, the contractor is to suspend and be off of the roadway by 3:00pm Thursday , August 31st, and may resume work at 7:00am on Tuesday September 5th; or as directed by the engineer.

MEASUREMENT AND PAYMENT

Signs shall remain in place for the duration of the project including any extension of time. The completed work as measured for Maintaining Traffic will not be paid separately, but is to be included with other items of work in this project.








PLACE THROUGHOUT WORK AREA AS INDICATED IN THE NOTES.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.


PLACE THROUGHOUT WORK AREA AS INDICATED IN THE NOTES.

KEY

-  TRAFFIC REGULATOR
-  CHANNELIZING DEVICES
-  LIGHTED ARROW PANEL (CAUTION MODE)
-  TRAFFIC FLOW
-  LEGEND REFLECTS SPEED LIMIT BEYOND WORK AREA

SIGN = 272 ft ± 2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

NOT TO SCALE

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A SINGLE STEP DOWN IN SPEED LIMIT	
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0150a.dgn REV.	OCTOBER 2011 PLAN DATE:	M0150a	SHEET 1 OF 2


NOTES

- 1H. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES AND LENGTH OF LONGITUDINAL BUFFERS
SEE **M0020a** FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.
- 16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.
- 16E. WHEN EXISTING SPEED LIMITS ARE REDUCED MORE THAN 10 MPH, THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
RECTANGULAR REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A SINGLE STEP DOWN IN SPEED LIMIT		
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0150a	SHEET
CHECKED BY: BMM:CRB	PLAN DATE:		2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0150a.dgn REV. 10/04/2011			

MASON COUNTY ROAD COMMISSION
SPECIAL PROVISION
FOR
SEAL, SINGLE CHIP, SPECIAL

MCRC/WAS

1 of 1

05-31-2017

DESCRIPTION:

This work shall be done in accordance with Section 505 of the 2012 edition of the MDOT Standard Specifications for Construction except as herein modified.

MATERIALS

Asphalt Emulsion – CM-90 within the range of 0.30-0.32 gal/syd. The JMF target rate shall be 0.30 gal/syd.

CONSTRUCTION METHODS

Work shall be completed in accordance with section 505.03 of the 2012 Edition of the MDOT Standard Specifications for Construction except that temporary raised pavement markers shall be placed prior to the application of chip seal as directed by the engineer.

MEASUREMENT AND PAYMENT

The completed work for Seal, Single Chip, Special shall be measured by the square yard and shall include: the cost of furnishing, stockpiling, hauling, loading and spreading of the aggregate; the furnishing, storage and spreading of asphalt materials; and the preliminary and final sweeping of the roadway. And the Contractor shall warranty his work and materials for a period of One (1) year from the acceptance date for Warranted Work. Payment shall be paid for at the contract unit price for the following pay item.

PAY ITEM

Seal, Single Chip, Special

UNIT

Square Yard

MASON COUNTY ROAD COMMISSION

SPECIAL PROVISION

FOR
SEAL, FOG

MCRC/WAS

1 of 2

05-31-17

Description:

This work shall consist of all labor, materials, and equipment required to Fog Seal as specified herein.

Equipment:

All equipment must meet the requirements under Section 505 of the MDOT 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.

Broom/Sweeper:

The use of a rotary-powered broom is required to remove the loose material from the surface to be treated and for removing loose aggregate after the work has been completed. Use a pick-up sweeper to remove loose aggregate adjacent to lawns, curbs, storm sewer inlets, or intersections.

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.

CONSTRUCTION METHODS

Seal, Fog shall be placed 24-48 hours after completion of Seal, Single Chip; or as approved by the engineer. The Contractor, prior to starting the work of Seal, Fog, shall provide a plan and procedure on traffic control for this item of work.

Damage caused by the contractor to passing vehicles, signs or property shall be avoided but if it does occur shall be the responsibility of the contractor to replace or repair at his expense.

MASON COUNTY ROAD COMMISSION

SPECIAL PROVISION

FOR
SEAL, FOG

MCRC/WAS

2 of 2

05-31-17

FOG SEAL - APPLICATION RATES:

CSS-1h (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.

MEASUREMENT AND PAYMENT:

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

<u>Pay Item</u>	<u>Pay Unit</u>
Seal, Fog	Square Yard

Payment for the Seal, Fog includes all equipment, labor and materials for placement of a single application of asphalt emulsion, brooming before fogging, establishment of yield intervals.

MASON COUNTY ROAD COMMISSION

SPECIAL PROVISION
FOR
**PAVEMENT PERFORMANCE WARRANTY
FOR THE CHIP SEAL PROGRAM**

a. Description. The pavement performance warranty shall consist of satisfying the warranty requirements of the work contained in this bid. This special provision establishes the common terms and definitions applied to the pavement requiring warranted work. The pavement performance warranty assures and protects the MCRC from specific defects found in the pavement.

b. Definitions.

1. Acceptance Date of Warranted Work – the date when the warranted work is complete, has been determined by the MCRC to be in compliance with the contract specifications and is continuously open to traffic. This is the date of initial acceptance and constitutes the start date for the warranty period. There may be more than one acceptance date of warranted work for a project.
2. Driving Lane(s) – The delineated pavement surface used by traffic. Each of the following is considered a separate driving lane.
 - Each individual mainline lane
 - The sum of all ramp lanes and the associated acceleration/deceleration lanes
 - The sum of all auxiliary lanes, such as passing lanes and turn lanes

Approaches and driveways are not considered driving lanes for the purpose of this provision.

3. Warranted Work – Work that is guaranteed to meet the warranty requirements throughout the warranty period.
4. Warranty Work – Corrective action taken by the Contractor to bring the warranted work into contract compliance.

c. Initial Acceptance. The MCRC and the Contractor shall jointly review all completed warranted work, or a portion thereof, as determined by the MCRC. If the work does not meet contract requirements, the Contractor shall make all necessary corrections, at their expense, prior to initial acceptance. Initial acceptance will occur as soon as the MCRC determines that all contract requirements have been met for the warranted work. The date on which initial acceptance occurs is termed the Acceptance Date of Warranted Work.

Initial acceptance will be documented and executed jointly by the MCRC and the Contractor on a form furnished by the MCRC. Neither the initial acceptance nor any prior inspection, acceptance, or approval by the MCRC diminishes the Contractor's responsibility under this warranty.

The MCRC may accept any portion of the work and begin the warranty period, excluding any area needing corrective work, to accommodate seasonal limitations or staged construction.

d. Rights and Responsibilities of the MCRC. The MCRC:

1. Reserves the right to approve the time, traffic control and methods for performing any warranty work by permit through the County utilities and permit process.
2. Reserves the right to approve the schedule proposed by the Contractor to perform warranty work.
3. Reserves the right to approve all materials and specifications used in warranty work.
4. Reserves the right to determine if warranty work performed by the Contractor meets the contract specifications.
5. Reserves the right to perform, or have performed, routine maintenance during the warranty period, which routine maintenance will not diminish the Contractor's responsibility under the warranty.
6. Reserves the right, if the Contractor is unable, to make immediate emergency repairs to the pavement to prevent an unsafe road condition caused by defective warranted work as determined by the MCRC. The MCRC will attempt to notify the Contractor that action is required to address an unsafe condition. However, should the Contractor be unable to comply with this requirement, to the MCRC satisfaction and within the time frame required by the MCRC, the MCRC will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this Special Provision. Any costs associated with such emergency repairs will be paid by the Contractor.
7. Is responsible for monitoring the pavement throughout the warranty period and will provide the Contractor any written reports of the surface condition and/or maintenance activities related to pavement performance when requested.
8. Is responsible for notifying the Contractor, in writing, of any corrective action required to meet the warranty requirements.

e. Rights and Responsibilities of the Contractor. The Contractor:

1. Shall warrant to the MCRC that the warranted work will be free of defects as measured by the performance parameters and specified threshold values for each.
2. Is responsible for performing all warranty work including, but not limited to, maintaining traffic and restoring all associated pavement features, at the Contractor's expense.
3. Is responsible for performing all temporary or emergency repairs, resulting from being in non-compliance with the warranty requirements, using MCRC approved materials and methods.
4. Shall notify the MCRC and submit a written course of action for performing the needed warranty work ten calendar days prior to commencement of warranty work, except in the case of emergency repairs as detailed in this special provision. The submitted must propose a schedule for performing the warranty work and the materials and methods to be used.
5. Shall follow a MCRC approved maintaining traffic plan when performing warranty work. All warranty work shall be performed under permit issued by the County Utilities and Permits Engineer. The permit fee and an individual permit performance bond shall not be required. The permit insurance requirements, however, shall apply.
6. Shall complete all warranty work when required by this special provision and prior to conclusion of the warranty period, or as otherwise agreed to by the MCRC.
7. Shall be liable during the warranty period in the same manner as Contractors currently are liable for their construction related activities with the MCRC pursuant to the standard specifications, including, but not limited to subsections 104.07.C, 107.10 and 107.11. This liability shall arise and continue only during the period when the Contractor is performing warranty work. This liability is in addition to the Contractor performing and/or paying for any required warranty work, and shall include liability for injuries and/or damages and any expenses resulting there from which are not attributable to normal wear and tear of traffic and weather, but are due to non-compliant materials, faulty workmanship, and to the operations of the Contractor as set forth more fully in subsections 104.07.C, 107.10 and 107.11 of the Standard Specifications for Construction.

- f. Warranty Requirements.** Warranty work will be required when the following two criteria are both met as a result of a failure to meet the performance parameters.

Criteria 1 – The threshold limit for a performance parameter is exceeded, and

Criteria 2 – The maximum allowable number of defective segments is exceeded for one or more performance parameters for a driving lane, unless otherwise noted in the appendices.

Specific threshold limits and segment limits shall be agreed to by both the Contractor and MCRC as part of the Initial Acceptance.

During the warranty period, the Contractor will not be held responsible for pavement distresses that are caused by factors beyond his control and unrelated to design decisions made by the Contractor, pavement construction or materials. These include, but are not limited to, chemical and fuel spills, vehicle fires, snow plowing, and any testing by the MCRC, such as coring. Other factors considered to be beyond the control of the Contractor which may contribute to pavement distress will be considered by the Engineer on a case by case basis upon receipt of a written request from the Contractor.

- g. Emergency Repairs.** If the MCRC determines that emergency repairs are necessary for public safety, the MCRC or its agent may take repair action. Emergency repairs will be authorized by the Engineer.

Prior to emergency repairs, the MCRC will document the basis for the emergency action. In addition, the MCRC will preserve evidence of the defective condition.

- h. Length of Warranty Period.** One (1) year from acceptance date of warranted work.
- i. Non-extension of Contract.** This Special Provision shall not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.

- j. Measurement and Payment.** All costs, including engineering and maintaining traffic costs, associated with meeting the requirements of this Special Provision are considered to be included in the contract unit prices for the warranted work regardless of when such costs are incurred throughout the warranty period. These costs include, but are not limited to, all materials, labor and equipment necessary to complete required warranty work.

Completed work, as measured, will be included with the ‘item of work’ listed below.

<u>Pay Item</u>	<u>Pay Unit</u>
Seal, Single Chip, Special	Square Yard
Seal, Fog	Square Yard

The Contract unit price shall be payment in full for all labor, materials and equipment to perform the work warranted by this specification.