

# MASON COUNTY ROAD COMMISSION

**Board of Commissioners**

Bill Schwass, Chairman

Mike Ingison, Vice-Chairman

Jeff Conklin, Member

Mary Samuels, Manager/Director

Eric R. Nelson, P.E., County Highway Engineer

510 E. State St.

PO Box 247

Scottville MI 49454-0247

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

e-mail: [enelson@masoncountyroads.com](mailto:enelson@masoncountyroads.com)

## **Addendum #1 – March 23, 2022**

Revisions to Proposal Bid Sheet and clarification as to the intent for bid item #3; HMA Crack Treatment Overband. HMA Crack Treatment Overband is considered an optional add-on to the Contract. The Mason County Road Commission intends on completing the HMA Crack Treatment Overband crack sealing with MCRC personal by July 11, 2022. If the MCRC is not able to complete the HMA Crack Treatment Overband by July 11, 2022, and the Contractor is ready to complete the chip & fog seal, the MCRC may add this item to the Contractors work to finish any remaining HMA Crack Treatment Overband. The MCRC may also consider the Contractors unit price for HMA Crack Treatment Overband and award this item 100% to complete this work by the Contractor if it is deemed in the best interest of the MCRC.

Please acknowledge receipt of Addendum #1 and return this to the MCRC prior to bidding. Failure to acknowledge the Addendum #1 shall be a basis for rejection of the bid.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Eric R. Nelson, P.E.

County Highway Engineer

# MASON COUNTY ROAD COMMISSION

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## **NOTICE TO BIDDERS**

The Board of County Road Commissioners of Mason County will receive bids at their office at 510 E. State St., Scottville MI 49454, until 3:00 P.M. on Tuesday, March 29, 2022, for the following:

### **•• 2022 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](http://www.masoncountyroads.com).

All bids must be submitted on Road Commission furnished bid forms. Said forms may be e-mailed to [enelson@masoncountyroads.com](mailto:enelson@masoncountyroads.com), or mailed or delivered in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder. All bids must be received before 3:00P.M on Tuesday March 29, 2022. It is recommended to use a delivered & read receipt when using e-mail.

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

BILL SCHWASS, CHAIRMAN  
MIKE INGISON, VICE-CHAIRMAN  
JEFF CONKLIN, MEMBER

**PROPOSAL**  
**2022 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 2022; 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	211,475	Syd	\$_____	\$_____
2.	Seal, Fog	211,475	Syd	\$_____	\$_____
				TOTAL	\$_____
3.	HMA Crack Treatment Overband (Est. 0.25#/Syd) (See note #13)	53,000	Lbs	\$_____	\$_____

**Start Date:** The Contractor will be able to start no sooner than July 11, 2022.

**Completion Date:** All work shall be completed on or before August 31, 2022.

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 e-mailed, mailed or delivered 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 up to two (2) additional years (2023 & 2024), each upon mutual agreement of both parties. Pricing, terms, and conditions of the contract will remain the same for any renewal period with possible documented adjustments for material increases.*

**Closing Date 3:00 PM, TUESDAY MARCH 29, 2022**

## **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 **“2022 Chip Seal Program.”**

The bids will be compared based on 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.

10. Liquidated damages will be assessed per Table 108-1 section 108.11 of the MDOT 2012 Standard Specifications for Construction for any uncompleted work until the work is 100% complete.

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

11. 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 doing business in the State of Michigan. All coverage shall be with insurance companies acceptable to the Mason County Road Commission.

12. 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.

13. The Mason County Road Commission (MCRC) is planning on completing the HMA Crack Treatment Overband before July 11, 2022. If the MCRC has not completed the HMA Crack Treatment Overband by July 11, 2022, and the Contractor is ready to begin the chip & fog seal project, the MCRC may add the HMA Crack Treatment Overband to the Contractors work at the unit price as bid. This work will be in accordance with 502.01 of the 2012 MDOT Standard Specifications for Construction. The unit price and total cost of HMA Crack Treatment, Overband may be considered for award of the contract.

14. The Contractor shall submit an anticipated work schedule a minimum of 3 days prior to beginning work to the Engineer in writing. The work schedule will show the anticipated number of days and the roads to be completed each day. This schedule is used to notify the public and coordinate with other Construction projects in the area.

# MASON COUNTY ROAD COMMISSION

## SPECIAL PROVISION FOR MAINTAINING TRAFFIC

MCRC/ERN

1 OF 2

03-21-22

### 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/ERN

2 OF 2

03-21-22

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 Memorial Day Holiday will occur during this project, the contractor is to suspend and be off the roadway by 3:00PM Thursday, May 26<sup>th</sup>, and may resume work at 7:00am on Tuesday May 31<sup>th</sup>; or as directed by the Engineer.

The 4<sup>th</sup> of July Holiday will occur during this project, the contractor is to suspend and be off the roadway by 3:00pm Thursday, June 30<sup>th</sup>, and may resume work at 7:00am on Tuesday July 5<sup>th</sup>; or as directed by the Engineer.

The Labor Day Holiday will occur after the completion date of this project. If the contractor is not 100% completed by August 31<sup>st</sup> the contractor is to suspend and be off the roadway by 3:00PM Thursday, September 1<sup>st</sup>, and may resume work at 7:00am on Tuesday September 6<sup>th</sup>; 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.



MASON COUNTY ROAD COMMISSION

SPECIAL PROVISION  
**FOR**  
**SEAL, SINGLE CHIP, SPECIAL**

MCRC/ERN

1 of 1

03-21-2022

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

Coarse Aggregates – 34CS, 25A Slag or 29A Slag (must be clean aggregates)

Asphalt Emulsion – CRS-2M within the range of 0.39-0.44 gal/Syd at a temperature between 170° and 190°.

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/ERN

1 of 2

03-21-22

**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/ERN

2 of 2

03-21-22

**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**

MCRC/ERN

1 of 5

03-21-22

**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.

MASON COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
**PAVEMENT PERFORMANCE WARRANTY  
FOR THE CHIP SEAL PROGRAM**

MCRC/ERN

2 of 5

03-21-22

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.

MASON COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
**PAVEMENT PERFORMANCE WARRANTY  
FOR THE CHIP SEAL PROGRAM**

MCRC/ERN

3 of 5

03-21-22

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.

MASON COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
PAVEMENT PERFORMANCE WARRANTY  
FOR THE CHIP SEAL PROGRAM

MCRC/ERN

4 of 5

03-21-22

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.

MASON COUNTY ROAD COMMISSION  
SPECIAL PROVISION  
FOR  
PAVEMENT PERFORMANCE WARRANTY  
FOR THE CHIP SEAL PROGRAM

MCRC/ERN

5 of 5

03-21-22

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
HMA Crack Treatment, Overband	Pound

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