



**OTSEGO COUNTY ROAD COMMISSION
2026 County Wide Chip and Fog Seal**

NOTICE TO BIDDERS

*The Otsego County Road Commission will accept Bids until **2:00 p.m.** local time on **January 23rd, 2026**, at:
669 W McCoy Road, Gaylord, MI 49735.*

ALL BIDS WILL BE SEALED AND PLAINLY MARKED AS TO THE PROJECT “2026 CHIP AND FOG SEAL”.

The bidder has examined the plans, specifications, special provisions and related materials in the proposal, as well as the location of the work described in the proposal for this project and is fully informed as to the nature of the work and conditions relating to its performance and understands that the quantities shown are approximate only and are subject to wither increase or decrease.

The bidder hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, or each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict conformity with the plans therefore and the entire proposal which is incorporated by reference in these pages, and in strict conformity with the requirements of the 2020 Standard Specifications for Construction, Michigan Department of Transportation and such other special provisions and supplemental specifications as may be part of the proposal for this project.

The bidder further proposes to do such extra work as may be authorized by the Otsego County Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

THE BIDDER UNDERSTANDS AND AGREES THAT THE OTSEGO COUNTY ROAD COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION FOR THE WORK DESCRIBED HEREINUNTIL SUCH TIME AS THE CONTRACT HAS BEEN FORMALLY EXECUCED BY BOTH THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION.

INSTRUCTIONS AND CONDITIONS

PRE-QUALIFICATIONS

Bidders shall be Michigan Department of Transportation prequalified and have references available for review upon request from previous work.

NON-DISCRIMINATION CLAUSE

The Contractor, including any subcontractors, shall not under this contract discriminate against any qualified person with a disability or any person based on race, color, national origin, sex, age, or limited English proficiency. The Road Commission's non-discrimination requirements apply to all road construction projects regardless of funding source.

SUBCONTRACTORS

Whenever the primary contractor employs subcontractors for any part of the job, those subcontractors shall be listed by name in the appropriate bid section. No unnamed subcontractor shall be substituted for a named subcontractor without Road Commission consent, which may or may not be granted. The Contractor is responsible for the subcontractor's performance.

HOLD HARMLESS AGREEMENT

The bidder shall hold the OCRC harmless against all claims for damages or injuries specifically resultant from and attributable to the contractor's (or subcontractor's) work on this project. By signing this bid, the bidder agrees to all provisions of the hold harmless and insurance requirements.

INSURANCE: WORKERS COMPENSATION

See attached Contract Agreement for specific requirements.

MARK ENVELOPES

All bids shall be in sealed envelopes plainly marked as to project name and bidder's name.

BID PRICE AND WITHDRAWAL

Bid price shall include all labor, equipment, and material costs to complete the proposed work, unless otherwise noted. All bids shall be firm for 30 days from bid opening.

RIGHT TO REJECT

The OCRC reserves the right to reject any or all bids but will only award in the best public interest.

LIQUIDATED DAMAGES

The contractor shall complete all work under these specifications in accordance with the Progress Clause. The OCRC will assess damages of **\$500 per calendar day** if the project is not completed by the specified date unless the contractor has an approved extension of time. While not considered a penalty, liquidated damages are intended to compensate the OCRC for the project delay cost, and do not preclude the OCRC from pursuing other remedies for breach of contract or obtaining substitute performance.

PAYMENT

See attached Contract Agreement.

STANDARD SPECIFICATIONS

The improvements covered by this proposal shall conform to **Michigan Department of Transportation 2020 Standard Specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices**, as amended by Supplemental Specifications and Special Provisions unless otherwise noted.

UNDERGROUND UTILITIES

To protect underground utilities, the Contractor shall contact "MISS DIG" (1-800-482-7171) at least three business days prior to any excavating. Contractor is not relieved of responsibility of non-notified utility owners.

PRE-CONSTRUCTION MEETING

A pre-construction meeting will be scheduled by the Otsego County Road Commission prior to the project starting. All project submittals are to be submitted for review at this meeting.

PROJECT SUBMITTALS

The following shall be submitted to the Road Commission Engineer for approval prior to project start:

1. Material Source List (MDOT Form 501)
2. Progress Schedule (must be submitted within 5 days of Contract award)
3. Review of the traffic control plan
4. Review of equipment calibrations
5. Designation of the Contractor's authorized personnel

WEATHER AND SEASONAL LIMITATIONSWeather Limitations:

Place the chip seal when pavement and ambient temperatures are at least 55 °F. Do not place chip seal if air temperatures are forecast below 40 °F within 24 hours of completing placement. Do not apply chip seals in foggy or rainy weather, or if the existing pavement temperature is equal to or greater than 120 °F.

Seasonal Limitations:

Chip seals are to be placed from May 15th to September 1st.

2026 CHIP SEAL ROAD LIST

<u>ROAD</u>	<u>LENGTH (miles)</u>	<u>ESTIMATED SYD</u>
Old 27 North – Fairview Rd to Congdon Rd	1.00	21,000
Poquette Rd – Old 27 North to Goslow Rd	2.50	46,950
Van Tyle Rd – S Townline Rd to Dickerson Rd	2.00	38,000
Hayes Tower Rd – Mancelona Rd to Lake Manuka Rd	4.85	91,100
Old Alba Rd – Hayes Tower Rd to TWP Line	<u>2.00</u>	<u>28,200</u>
	Total = 12.35 miles	Total = 225,250 SYD

OTSEGO COUNTY ROAD COMMISSION

**SPECIAL PROVISION
FOR
SINGLE CHIP SEAL**

OCRC/SAB

02/07/2025

Description:

The work consists of furnishing all materials, equipment and labor necessary for the surface preparation and application of a single chip seal. This work shall conform to the requirements of Section 505 of the Michigan Department of Transportation 2020 Standard Specification for Construction except as modified herein.

Equipment:

All equipment must meet the requirements under Section 505 of the Michigan Department of Transportation 2020 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 liquid asphalt 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 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.

Compacting Equipment:

Use a sufficient number of pneumatic-tired rollers weighing not less than 8 tons each.

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.

Pre-paving Meeting:

A pre-paving meeting will be held at a location designated by the Engineer before beginning work to discuss the following:

- Work schedule
- 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:

- 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.
- Keep all vehicles and equipment involved in the chip sealing operation as close to each other as practical. Keep the asphalt emulsion distributor within 100 feet of the chip spreader. Do not place cover aggregate on asphalt after it has cured.
- Perform rolling within five minutes of placing the coarse aggregate and before the asphalt has begun to cure. 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.

Quality Control:

The following measures shall be taken by the Contractor to maintain quality control and uniformity. If the condition is identified that causes an unsatisfactory chip seal, all production work shall stop, and corrective action must immediately be taken. The Contractor shall perform the corrective action at no additional cost to the contract. All truck demurrages will be the responsibility of the contractor.

Liquid Asphalt: The Contractor shall apply the liquid asphalt at a temperature between 260°F and 300°F. 2.

Visible Dust: During normal traffic operations any dust that is a nuisance or slightly impairs visibility is unsatisfactory. The roadway must be wet broomed until the condition is eliminated.

Loose Stone: During normal traffic operations any stone picked off the surface by vehicles is unsatisfactory. The roadway must be wet broomed until the condition is eliminated.

Bleeding or Tracking: During normal traffic operations any bleeding or moderate tracking is unsatisfactory. The roadway must be sanded and swept clean. If the surface conditions call for further action, a heated aggregate meeting the physical properties of Table 2, shall be applied, rolled and broomed.

Rough Joints: Traverse and longitudinal construction joints from a chip seal application that creates a bump or poor riding joint is unsatisfactory. The bump shall be removed by grinding the surface and lightly applying a fog seal over the ground area.

Surface Patterns: Any asymmetric appearance seen in the chip seal surface characterized by longitudinal roves or ridges in the surface is unsatisfactory. The spray bar and nozzles must be readjusted to eliminate the surface pattern problem.

Liquid Asphalt:

The Liquid Asphalt to be used shall be CM-90. The asphalt must meet the requirements stated in Table 1. The Contractor shall apply the Liquid Asphalt at a temperature between 260°F and 300°F, followed by a uniform application of coarse aggregate. The CM-90 placement rate shall be within a residual target range of 0.29 to 0.31 gallons per square yard (after correction for temperature expansion and distillate loss). Construct a 100-foot test strip at the residual target rate of 0.30 gallons per square yard followed by a uniform application of coarse aggregate and review the application. If this target rate is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface condition of the pavement, the Contractor shall notify the Engineer immediately and prior to any further application. Upon approval of adjustments to the application rate by the Engineer, the Contractor shall then document the new JMF rate(s) by stationing and resume the application at the new rate. The Contractor shall continue to monitor the new application rate and report any noticeable changes to the Engineer.

Table 1 – Chip Seal Matrix Modified Asphalt (CSMMA) – CM 90 Amend table 904-2

TESTS	REQUIREMENTS CM-90
Modified Koppers Vacuum Viscosity, 25°C, P, ASTM D 4957	2,000 to 20,000
Flash Point, deg °C:	
Tag Flash Point, °C, min, ASTM D 3143-98	65.5
Water in Petroleum, ASTM D 95-05, %, max	1.0
Cut-Back Distillation, ASTM D 402-02	
Distillate, % by Vol of Total Distillate to 360° C	
To 225° C	0-2
To 260° C	0-5
To 315.5° C	10-65
Residue from Distillation to 360° C, min	90
Test on Residue from Distillation, ASTM D 402	
Penetration, 25° C, 100 g, 5 sec, ASTM D5-05a	90 to 150
Ductility at 25° C, cm, min, ASTM D 113	REPORT
Solubility in Trichloroethylene, %, min, ASTM D 2042-01	99.0
Softening Point, °C, min, ASTM D 36-95	76.7
Float Test, 60° C, sec, min, ASTM D 139-95	1200

Coarse Aggregate:

Cover material to be used will be 25A Slag. The aggregate shall be tested material or provided by a prequalified aggregate supplier. The 25A placement rate shall be within the range of 16 to 19 pounds per square yard with a target rate of 17 pounds per square yard. 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 Engineer immediately and prior to any further application. Upon approval of changes by the Engineer, the Contractor shall then document the new JMF rate(s) by stationing and resume the application at the new rate. The Contractor shall continue to monitor the new application rate and report any noticeable changes to the Engineer.

Delayed Acceptance:

The delayed acceptance will not occur until after 30 days from the time of placement of the fog seal, if required, otherwise from the time of placement of the chip seal

Measurement and Payment:

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

<u>Pay Item</u>	<u>Pay Unit</u>
Seal, Single Chip	Syd

Payment for the Seal, Single Chip includes all equipment, labor and all material for placement of a single application of liquid asphalt and coarse aggregate, traffic control, surface preparation, brooming, establishment of yield intervals, documentation and delayed acceptance inspection. No adjustments in the unit price will be made for the approved rate of liquid asphalt and/or coarse aggregate that is within the ranges identified in the Liquid Asphalt and Coarse Aggregate Application.

OTSEGO COUNTY ROAD COMMISSION

**SPECIAL PROVISION
FOR
FOG SEAL**

OCRC/SAB

02/07/2025

Description:

The work consists of furnishing all materials, equipment and labor necessary for the surface preparation and application of a fog seal. This work shall conform to the requirements of Section 505 and 904 of the Michigan Department of Transportation 2020 Standard Specification for Construction except as stated within.

Equipment:

All equipment must meet the requirements under Section 505 of the Michigan Department of Transportation 2020 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 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.

General Placement Operations:

1. Fog seal completed chip seal areas, after brooming and before placement of permanent pavement markings. Allow chip seal to cure a minimum 24 hours before fog sealing. Remove the protective covers from the temporary pavement marker tab after the placement of the fog seal. Removal of the protective covers shall be done within a lane closure.
2. Fog seal shall not be applied when the air temperature is below 60° F. The fog seal shall be applied to a clean, dry pavement surface. Do not apply fog seal when precipitation is imminent. If precipitation occurs, prior to the emulsion breaking, the affected areas shall be reapplied at the Contractors' expense.
3. The fog seal shall be applied so that there is a minimum of a 1-foot overlap at the centerline of the roadway.
4. Traffic shall not be allowed on the fog seal until the emulsion is fully cured.
5. The fog seal Emulsified Asphalt shall be applied at the temperature recommended by the Supplier.
6. Fog Seal Emulsified Asphalt **MUST BE APPLIED TO A CHIPPED SURFACE WITHIN 72 HOURS OF THE CHIP SEAL STONE BEING APPLIED.** This is a weather dependent requirement. Liquidated Damages may be assessed if this requirement is not met.

Fog Seal Application Rate:

The fog seal shall be an Emulsified Asphalt, SS-1h (at 50% dilution) as specified in Table 904-4 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. A Cationic

Emulsified Asphalt, CSS-1h (at 50% dilution) as specified in Table 904-5 is also acceptable. The SS-1h shall be spread at a target rate between 0.12 and 0.15 gallons per square yard. Construct a 100-foot test strip at the target rate of 0.135 gallons per square yard and review the application. If this target rate is not the optimum application rate due to the gradation of the coarse aggregate or due to existing surface condition of the pavement, the Contractor shall notify the Engineer immediately and prior to any further application. Upon approval of adjustments to the application rate by the Engineer, the Contractor shall then document the new JMF rates(s) by stationing and resume the application at the new rate. The Contractor shall continue to monitor the new application rate and report any noticeable changes the Engineer. All truck demurrages will be the responsibility of the Contractor.

Submittals:

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

- Control Section / project number / Road Name
- Date / air temperature / pavement temperature / humidity
- Asphalt Emulsion temperature
- Beginning and ending stations
- Yield checks on asphalt emulsion
- Length / Width / Total Square Yards
- Contractor’s Signature
- Asphalt Emulsion: per current acceptance procedures
- Delivery tickets for asphalt emulsion

Protection of Motor Vehicles:

The Contractor is responsible for claims of damage to vehicles until the roadways and shoulders have been swept free of loose aggregate, the Fog Seal has been applied, and the permanent pavement markings have been applied.

Delayed Acceptance:

A minimum of 30 days after placement of the fog seal, the Engineer will inspect the project with the Contractor for surface flushing, surface patterns, or loss of stone. If these deficiencies are found, corrective work is required. Complete all punch list work within seven working days of the review, or by an agreed upon date. All costs associated with completing this corrective work, to the satisfaction of the Engineer, will be borne by the Contractor.

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 Seal, Fog Syd

<u>Pay Item</u>	<u>Pay Unit</u>
Seal, Fog	Syd

Payment for the Fog Seal includes all equipment, labor, testing and materials for placement of an Emulsified Asphalt, SS-1h (at 50% dilution), traffic control, surface preparation, brooming, establishment of yield intervals, documentation and delayed acceptance inspection. No adjustments in the unit price will be made for an approved rate of Emulsified Asphalt, SS-1h (at 50% dilution) that is within the ranges identified in Fog Seal application rate. The contract unit price shall be payment in full for all labor and equipment needed to accomplish the work

OCRC BID SHEET

ITEM	QUANTITY	UNIT	UNIT PRICE	BID PRICE
Seal, Single Chip	225,250	SYD		
Seal, Fog	225,250	SYD		
			TOTAL BID:	

**The Bid Opening will be January 23rd, 2026, at 2:00 p.m.
in the Otsego County Road Commission Board Room.**

BIDDER INFORMATION

COMPANY: _____
COMPLETED BY: _____
BIDDER SIGNATURE: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

OTSEGO COUNTY ROAD COMMISSION CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between the Otsego County Road Commission (hereinafter called the COMMISSION) and CONTRACTOR'S NAME (hereinafter called the CONTRACTOR).

COMMISSION and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which are attached as Exhibit 1. The Work is generally described as follows:

Single Chip Seal and Fog Seal on various roads within Otsego County.

Article 2. ROLES OF MANAGING DIRECTOR AND ENGINEER.

2.1 Kirk Harrier, OTSEGO COUNTY ROAD COMMISSION, who is hereinafter called MANAGING DIRECTOR, assumes all duties and responsibilities and has the rights and authority assigned to the MANAGING DIRECTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The entire project will begin AFTER May 15, 2025 and must be completed by September 1, 2025.

Article 4. CONTRACT PRICE. \$

4.1 COMMISSION shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents according to the payment procedures set forth in Article 5.

Article 5. PAYMENT PROCEDURES.

5.1 Progress Payments. COMMISSION shall make progress payments under this agreement as invoices are submitted. CONTRACTOR's Applications for Payment shall be reviewed and/or approved by MANAGING DIRECTOR and submitted to the Road Commission Board at its next regular monthly meeting. For CONTRACTOR's invoice to be approved promptly at the next regular meeting, the invoice must be remitted at the beginning of the month. Progress payments will be made based on the progress of Work and, in the case of Unit Price Work, the payment will be based on the number of units completed.

5.2 Review of Work. COMMISSION reserves the right to withhold payment from CONTRACTOR if, in the discretion of MANAGING DIRECTOR, the work is incomplete, or not completed to the standards set forth in the Contract Documents.

5.2 Upon substantial completion, COMMISSION shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER may determine, or COMMISSION may withhold.

5.3 Final Payment. Upon completion and acceptance of the Work in accordance with the procedures above, COMMISSION shall pay the remainder of the Contract Price to CONTRACTOR.

Article 6. CONTRACTOR'S REPRESENTATIONS.

CONTRACTOR makes the following representations, and acknowledges COMMISSION's reliance on these representations as consideration for this agreement:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents.

Article 7. INSURANCE.

CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in Michigan such insurance will protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the contract and for which CONTRACTOR may be legally liable, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Certificates of insurance with the following coverages and minimum limits must be on file with COMMISSION before work begins. Please note the additional insured wording for specific permits (noted with an *).

- | | | |
|--------|-----------------------------------|----------------------------------|
| 1. (a) | Comprehensive General Liability*: | |
| | Contractual Liability | B/I: \$1,000,000 each occurrence |
| | Completed Operations | B/I: \$1,000,000 aggregate |
| | | P/D: \$1,000,000 |
| | | each occurrence |
| | | P/D: \$1,000,000 |
| | | aggregate |

OR

- | | | |
|--------|-------------------------------|-----------------------------|
| 1. (b) | Commercial General Liability* | |
| | Same coverages as 1. (a) | \$1,000,000 each occurrence |
| | | \$1,000,000 aggregate |

**The following wording must be added to the certification of insurance: "Otsego County Road Commission, its commissioners, and employees are listed as additional insureds under the general liability".*

2. Claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Article 8. SAFETY PRECAUTIONS AND PROCEDURES.

CONTRACTOR shall take reasonable safety precautions with respect to performance of this agreement. It shall comply with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property in accordance with the requirements of the Contract Documents.

CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein.

Article 9. CLEANING UP.

CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this agreement.

Article 10. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Otsego County Road Commission, its agents, employees, insurers, and successors, against claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from performance of CONTRACTOR's work under this agreement, or CONTRACTOR'S failure to perform work, including but not limited to damage, loss, or expense 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, to the extent caused by negligent acts or omissions of the CONTRACTOR's employees, officers, owners, subcontractors, successors, assigns and agents.

Article 11. GOVERNING LAW

The Contract shall be governed by the laws of the State of Michigan. The parties agree that Otsego County is the proper venue for any dispute arising under this agreement.

Article 12. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between COMMISSION and CONTRACTOR concerning the Work consist of the following:

- 12.1 This Agreement
- 12.2 Notice of Award
- 12.3 CONTRACTOR'S Bid
- 12.4 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents, amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 12. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 13. GENERAL CONDITIONS.

13.1 No assignment by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without that other party's written consent; and specifically but without limitation moneys that may become due and money's that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

13.2 COMMISSION and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this agreement.

13.3 CONTRACTOR is bound by this agreement and Federal Law in that they will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Parties agree that a breach of Article 13.3 by the CONTRACTOR shall be regarded as a material breach of this agreement.

13.4 This agreement constitutes the entire understanding of the parties with respect to its subject matter and there are no prior or contemporaneous oral or written agreements that have not been superseded in their entirety by this agreement. This agreement may not be amended or altered except by another instrument in writing and signed the parties.

13.5 The parties hereby represent and warrant to each other that this Contract has been duly authorized and approved by each party's governing body or authorized personnel from each party.

13.6 Warranty of Workmanship. CONTRACTOR hereby warrants to the COMMISSION that all work to be performed under this Contract shall be free of defects in labor and materials for a period of one (1) year from the date the COMMISSION'S acceptance of work performed. If a defect in labor or material arises in connection with the work performed under this Contract, the COMMISSION shall notify CONTRACTOR of the defect in writing. CONTRACTOR shall then at its sole expense correct or repair the defect in a timely manner.

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have signed this agreement in duplicate. One counterpart each has been delivered to COMMISSION and CONTRACTOR. All portions of the Contract Documents have been signed or identified by COMMISSION and CONTRACTOR or by MANAGING DIRECTOR on their behalf.

This agreement will be effective on _____, 20_____.

COMMISSION:

OTSEGO COUNTY ROAD COMMISSION

WITNESS

By:

(Signature)

(Name)

(Name)

Its: _____
(Title)

WITNESS CONTRACTOR:

Name of Contractor

By:

(Signature)

(Name)

(Print Name)

Its: _____
(Title)