

INSTRUCTIONS TO BIDDERS: This Proposal shall be legibly prepared with ink. UNIT PRICES, and LUMP SUM BIDS when called for on the itemized bid sheet, shall be entered with ink, in the Unit Price column. The unit prices as stated will govern in determining the correct total of bid. If a unit price already entered by the bidder on the bid sheet is to be altered, it shall be crossed out with ink, the new unit price entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price prepared with pencil or omitted will be rejected. Failure to fill in the extensions and the total may invalidate the Proposal.

Signatures must comply with section 102.05 and 102.06 of the current Standard Specifications for Construction of the Michigan Department of Transportation to which attention is particularly directed.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

PROPOSAL
FOR

PAVEMENT MARKING, CENTERLINE AND EDGELINE

BIDS WILL BE OPENED AT 1:00 p.m., local prevailing time, TUESDAY, JANUARY 11, 2022.

TO: Board of County Road Commissioners
of the County of St. Clair
21 Airport Drive,
St. Clair, MI 48079

Sirs: The undersigned has examined the plans, specifications and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary labor, machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the current Standard Specifications for Construction of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the 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 contractor is to complete and submit the attached BIDDER INFORMATION SHEET and the SUMMARY OF EXPERIENCE as part of their proposal to be an eligible bidder. If the contractor has two (2) or more years of experience with the St. Clair County Road Commission, they may omit this requirement.

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GENERAL

All work under this contract shall conform to the Michigan Department of Transportation's current Standard Specifications for Construction.

PROTECTION AND RESTORATION OF PROPERTY

The contractor shall restore, at their own expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations the Managing Director may, after 48 hours notice to the contractor, proceed to make such repairs or restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at their own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

UTILITIES

It shall be the responsibility of the contractor to protect utilities at all times which are shown on the plans, designated by the engineer or encountered during the contract.

The contractor shall notify the owners of the utilities as to their starting date of construction, and the contractor shall conduct their operations so as to interfere as little as possible with utilities or any public authority on or near the work.

FAIR EMPLOYMENT PRACTICES

The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color, religion, national origin, ancestry, sex, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act. No. 251 P.A. 1955, as amended).

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FAILURE TO COMPLETE ON TIME

Should the contractor fail to complete the work on or before the final completion date specified in the proposal or on or before the extended final completion date determined as specified under Determination and Extension of Final Completion Date , 1.08.08c, of the Standard Specifications, there shall be deducted from any monies due or to become due the contractor for each calendar day that the work shall remain incomplete, the applicable sum set forth in the following schedule, except as otherwise provided therein. This sum shall not be considered a penalty, but as liquidated damages due the County from the contractor for their failure to complete the work within the specified time which the parties agree is a reasonable preestimate of the damages which will be sustained by the County.

SCHEDULE OF LIQUIDATED DAMAGES

| Original Contract Amount | | Liquidated Damages |
|--------------------------|-------------------|--------------------|
| From more than: | To and including: | Per Calendar Day: |
| \$ 0 | \$500,000 | \$200.00 |

CONTRACT BONDS

The successful bidder shall furnish a satisfactory performance bond in the amount of \$25,000. The bond shall be on the form provided by the Road Commission and the requirements specified in the laws of Michigan.

COMPLETION DATE

Completion date for all items of work listed in this proposal is October 31, 2022.

MEASUREMENTS AND PAYMENTS

Payment for Idle Equipment and Labor

In the event that machinery or equipment is idled due to the failure of the Road Commission to properly provide for the contractor to proceed with the performance of the work in accordance with the terms of the contract, payment WILL NOT be allowed on a rental basis of the idle equipment.

In the event that labor is idled due to the failure of the Road Commission to properly provide for the contractor to proceed with the performance of the work within the terms of their contract, payment WILL NOT be allowed.

COMPLETED WORK

Partial payments will be made monthly on the basis of the value of work completed to date, less the percentage retained, providing the work is progressing in accordance with the progress schedule.

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DAMAGE LIABILITY AND INSURANCE

The Contractor shall hold harmless and indemnify the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents against all claims for damage to public or private property and for injuries to persons arising out of and/or during the work contemplated by the contract to be executed. The contractor shall, prior to execution of the contract, file with the Road Commission a certificate that they carry Worker's Compensation Insurance which the Contractor will keep in force for the duration of the contract.

The Contractor, prior to execution of the contract, shall file with the Road Commission copies of completed certificates of insurance, as evidence that they carry adequate insurance satisfactory to the Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of the work, and where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

All insurance policies and certificates must name the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents as additional insured. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement). All insurance policies must also include an endorsement providing 30 days prior written notice to the Road Commission of cancellation, termination, nonrenewal or reduction of coverage. The Contractor shall cease operation on the occurrence of any such cancellation, Termination, nonrenewal or reduction in coverage, and shall not resume operations until new insurance is in force.

General Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

| | |
|-------------------|-----------------------------|
| Bodily Injury and | \$1,000,000 Each Occurrence |
| Property Damage | \$1,000,000 Aggregate |

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapses or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

Owners Protective Liability

As an alternative to General Liability, you may provide Owner's Protective Liability. Bodily injury and property damage protection shall be extended to the Road Commission; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivision and political corporations.

Automobile Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

| | |
|-----------------------------------|-------------------------------|
| Bodily Injury and Property Damage | \$1,000,000 per Accident |
| Michigan No-Fault | - |
| | Personal Injury Protection |
| | Property Protection Indemnity |

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GENERAL RESPONSIBILITIES

COUNTY

- A. Supervision – All work done under this contract will be under the supervision of the Project Engineer or authorized representative.
- B. Layout – The County will be responsible for all layout work needed and identifying the proper locations for pavement markings.
- C. Daily Work Sheets – The County will provide blank daily work sheets to the contractor for their completion each work day, and are to be submitted to the Project Engineer or his authorized representative the following work day. These work sheets will be the principle method for determining payment.

CONTRACTOR

- A. General – The contractor shall furnish all material, labor and equipment necessary for the required pavement preparation, marking application, protection of the work and traffic control.
- B. Storage or Parking – Waterborne and regular paint shall be stored on county property (main warehouse). Equipment and other materials will be permitted to be stored or parked on county property with prior approval by the Project Engineer. The total quantity of certified waterborne or regular dry pavement marking paint for each phase shall be delivered to the county yard prior to the start of that phase. St. Clair County Road Commission will provide one forklift and one operator to assist in unloading only if materials are delivered and unloaded between 7:00 a.m. and 3:00 p.m., Monday through Thursday with one week advance notice. The contractor will be responsible for all labor to load, secure and unload materials on to or off of the forklift. It shall be the responsibility of the contractor to clean up spillage or leaking of all contractors' materials loaded, unloaded and stored on county property or within the county right of way.
- C. Safe Handling of Materials – The contractor shall provide the Project Engineer with SAFETY DATA SHEETS for all material and containers.
- D. Traffic Control & Safety – Proper traffic control is a mandatory requirement for working on the roads of the St. Clair County Road Commission. The design, placement and requirement for traffic control devices shall be those found in the current edition of the Michigan Manual of Uniform Traffic Control Devices. The contractor is solely responsible for maintaining traffic at all times for their operations.

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All vehicles used in the marking operations shall be equipped with rotating or oscillating flashers which are visible from both the front and rear of the vehicle. The pavement marking vehicle shall be equipped with the illuminated Target Arrow, Type B, capable of being visible from either the front or rear of the vehicle.

The trailing vehicle shall also be equipped with an appropriate sign visible from the rear indicating the following or equivalent legend: "Pavement Marking Ahead". The trailing vehicle shall also be equipped with an illuminated Target Arrow, Type B, which shall be visible from the rear.

- E. Protection of Wet Markings – The protection of wet markings shall be the responsibility of the Contractor, until such markings are sufficiently dry to permit traffic to travel upon.
- F. Pavement Preparation – Prior to the application of pavement marking materials, it shall be the Contractor's responsibility to ensure that the pavement surfaces are clean, dry and free of all foreign materials, which are easily removed by a power broom or blower.
- G. Schedule Coordination – The Contractor will be required to make a minimum of two trips. The first trip (Phase I) will be part of the primary pavement marking program and the second trip (Phase II) will be in the Fall to provide paint for roads which have had maintenance in the interim. Exact dates shall be determined by the Project Engineer. Phase I will be finished by August 1st and Phase II will be completed by November 1st. If the Contractor fails to complete Phase I or Phase II on time, the Contractor will be charged the sum of \$200 per calendar day for each day the work remains uncompleted.
- H. Daily Notification – Prior to the start of each day's work, the Contractor must notify the Project Engineer or authorized representative of the general location where the painting crew will be working. No work is to begin without the Project Engineer or authorized representative on site or prior authorization to begin such work from the Project Engineer.
- I. Daily Records – Accurate daily records shall be kept by the Contractor with a copy for the SCCRC indicating roadways marked, length, materials used, equipment used and employees working.
- J. Pre-qualification – Prospective bidders shall conform to the Michigan Department of Transportation pre-qualification requirements and shall submit certified or photo static copies of their pre-qualification rating before taking out Contract Documents.

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EQUIPMENT SPECIFICATIONS

Equipment Specifications – The pavement marking equipment shall be self-propelled when used to apply longitudinal lines of the specified marking material. Where the configuration or location of a pavement marking is such that the use of a self-propelled pavement marker is unsuitable, the specified material and glass beads may be applied by other methods and equipment approved by the Project Engineer. The Engineer will determine if other equipment is suitable for a particular use such as special markings.

All self-propelled equipment must be certified by the Michigan Department of Transportation prior to use. A valid certificate will be presented to the Project Engineer prior to the start of work.

All pressurized air lines shall have water and oil traps installed and operating at all times. In general, the equipment shall be that necessary to accomplish the marking in a safe and efficient manner.

The self-propelled pavement marker used to apply centerlines shall be capable of applying three yellow four-inch minimum width lines on a two-lane road in one pass of the equipment. The equipment shall have sufficient material capacity to enable sustained pavement marking operations and shall be equipped so as to assure uniform application of the paint and beads. The equipment shall have pressurized bead dispensers.

The contractor shall use a dashing mechanism, capable of being easily adjusted to retrace existing lane or centerline markings as shown on the plans or in the proposal or as directed by the Engineer. The pavement marking machine shall be equipped with a method of measuring the flow rate of the material to the applied line. A flow meter, graduated tanks or other method approved by the Engineer is acceptable for measuring flow rate.

The self-propelled pavement marker shall allow pavement marking to be applied in either direction on a given roadway and the skip cycle shall be continuous. The cycle control unit shall not zero or return to the beginning or start of a new cycle even though the skip line markings are interrupted by intersections, dual line no passing zones, school/pedestrian crossings, railroad grade crossings, etc.

It is also necessary to maintain the cycle through “no passing zones” where the centerline skip marking is omitted in double yellow markings. In most cases, this will allow for more accurate retracing and maintaining the cycle of the center skip line. The contractors’ equipment shall include a linear footage meter to measure the length of each applied line.

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MATERIAL SPECIFICATIONS

Waterborne Pavement Marking Material – May 1st to September 1st

- A. Waterborne paint – The paint used for the centerline, lane line and edgeline shall be waterborne pavement marking material.
- B. Certification – The paint manufacturer(s) shall certify to the County that the paint meets current Michigan Department of Transportation specifications.
- C. Each container shall plainly show in weather resistant markings, the name of the producer, description of the material, batch number, date of packaging and volume of contents.

Regular Dry - September 1st to May 1st

- A. Regular Dry Paint – The paint used for the centerline, lane line and edgeline shall be regular dry Alkyd-type paint.
- B. Certification – The paint manufacturer(s) shall certify to the County that the paint meets current Michigan Department of Transportation specifications.
- C. Each container shall plainly show in weather resistant markings, the name of the producer, description of the material, batch number, date of packaging and volume of contents.

Glass Beads

Certification – The manufacturer shall certify to the County that the glass beads meet current Michigan Department of Transportation Supplemental Specification for Glass Beads for use in Pavement Marking with the exception of bead coating for waterborne pavement marking paint. The bead used in waterborne pavement marking shall have a moisture resistant coating and an adhesion promoting silane coating.

APPLICATION SPECIFICATIONS

- A. Conformance – Pavement markings placed by the Contractor shall conform to the requirements of the current edition of the Michigan Manual of Uniform Traffic Control Devices.
- B. Workdays – Pavement markings shall not be placed on Saturday, Sunday or legal holidays unless prior approval is granted in writing by the Project Engineer.
- C. Marking Season – Pavement markings shall be performed during the period May 1st to November 1st unless otherwise approved in writing by the Project Engineer.

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- D. Weather Limitations – Waterborne paint (May 1st to September 1st) shall be applied when the surface temperature of the pavement is 50°F or higher and the pavement is dry. The contractor shall be responsible for making the decision to apply waterborne paint on any specific day where there is a high probability of rain in the forecast. If lines are washed away the contractor shall be responsible for reapplying the lines at no additional expense to the St. Clair County Road Commission. Between September 1st and May 1st, regular dry pavement marking material shall be applied in lieu of waterborne paint. Regular dry paint applied markings shall not be placed when rain is threatening or when the surface to be painted is wet. No regular dry pavement marking shall be performed when the road surface temperature is less than 40°F.
- E. Project Work Schedule – Unless otherwise stated in a Special Provision, the Contractor is responsible for submitting in writing a project work schedule prior to beginning work. A beginning date and completion date for the project shall be included in the schedule. Phase I will be finished by August 1st and Phase II will be finished by November 1st.
- F. Flow Meters – The material used for centerline, lane line and edgeline markings shall be run through a flow meter as applied to determine actual gallons used for payment. The Contractor shall not reset the flow meter when refilling the paint, unless it is first recorded.
- G. Linear Footage Meter – A linear footage meter shall be used to measure the length of applied line. The Project Engineer may check calibration of any metering device at the Road Commission’s discretion.
- H. Air Jet – Pavement marking equipment shall be equipped with a pressure regulated air jet capable of removing all debris from the pavement in advance of the applicator gun. The air jet shall be equipped with a moisture separator.

MARKING DESIGN

- A. Centerline – A three line system shall be used. The lines shall be four (4) inches in width. The skip centerline shall have a cycle of 50 feet, with a 12.5 foot yellow segment and a 37.5 foot gap.
- B. Edge Line – The edge line shall consist of a solid four (4) inch white line placed on the pavement adjacent to its’ edge.
- C. Skip Line – The four (4) inch white lane lines shall have a cycle of 50 feet, with a 12.5 foot white segment and a 37.5 foot gap.

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APPLICATION RATE

Waterborne Pavement Marking – Waterborne paint and glass beads shall be applied uniformly at the rate shown in the following table. Application rates will be determined by dividing the quantity used by the length of line painted.

Pavement Marking Material Application Rates Per Mile
 Waterborne Paint
 8 pounds of glass beads/gallon of marking material

| <u>Line Type</u> | <u>Paint (Gal) (Rate)</u> | <u>Glass Beads (Lbs) (Rate)</u> |
|-------------------|---------------------------|---------------------------------|
| Solid | | |
| 4" | 16 | 128 |
| 8" | 32 | 256 |
| Broken | | |
| 4" | 4 | 32 |
| 8" | 8 | 64 |
| 4" Double | | |
| 2 Solid | 32 | 256 |
| 1 Solid, 1 Broken | 20 | 160 |
| Dotted | | |
| 4" | 3.2 | 25.6 |
| 8" | 6.4 | 51.2 |

Regular Dry Pavement Marking

- A. Paint – The paint shall be uniformly applied at a minimum of 16 gallons per mile of 4-inch solid line.
- B. Beads – Beads are to be applied at a rate of 6 pounds per gallon of paint used, distributed evenly over the entire painted line.

TOLERANCE

New markings shall be applied as specified. Unless otherwise directed, existing line markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of one-foot with a traverse tolerance of two inches. The width of line applied shall be width specified plus or minus ¼ inch.

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Applied markings shall be sharp, well defined, provide uniform retroreflectivity, be free of uneven edge, over spray, or other readily visible defects which, in the opinion of the Project Engineer, detract from the appearance or function of the pavement markings.

Markings that are improperly located shall be corrected. Improperly located markings shall be removed at the Contractor's expense, in a manner acceptable to the Project Engineer and reapplied in the correct locations at the Contractor's expense.

Markings which are applied with material shortages shall be properly reapplied at the Contractor's expense or be subject to acceptance with applied deductions.

DEDUCTION FOR MATERIAL DEFICIENCIES

Material shortages exceeding six percent (6%) will not be permissible without deductions. Any determination of pay deductions resulting from shortages in marking materials or glass beads shall be based on measurements obtained under Measurement and Payment.

If material shortages exist, the markings shall be reapplied at the Contractor's expense or the contract unit price will be reduced in direct proportion to the deficiency up to fifteen- percent (15%) maximum.

If the deficiency of any material is more than fifteen percent (15%) that day's work shall be considered unsatisfactory and that day's markings shall be reapplied at full expense to the Contractor, including all labor, equipment and materials.

Any reapplied markings requested or authorized by the Project Engineer shall be applied at the minimum gallons per mile rate described in Application Rate.

Payment for accepted in place quantities will be made at contract unit prices, or prices adjusted as described herein. Payment shall be full compensation for all materials, labor and equipment necessary for placement for the material.

METHOD OF PAYMENT

Contractor payment will be based on the "DAILY LOG AND PAVEMENT MARKING QUANTITY SHEET" as approved by the engineer or inspector for St. Clair County Road Commission roads within 45 days after completion of each painting session, excepting a 10 % retainage to be paid upon the Contractor finishing the final painting session and removing all supplies, materials, empty drums, etc. from the Road Commission storage facilities.

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After the completion of each days painting activity and before beginning the next days activity the Contractor shall furnish to the engineer or inspector the ‘DAILY LOG AND PAVEMENT MARKING QUANTITY SHEET’ (Form will be furnished by the engineer or his representative) which will be used to determine payment quantities and verify application rates.

NOTE: Four-inch (4”) yellow or four-inch (4”) skip white is the ACTUAL length of paint line applied.

In strict accordance with your requirements and Michigan Department of Transportation specifications, we the undersigned, respectfully submit the following prices for the calendar year of 2022.

| DESCRIPTION | APPROXIMATE QUANTITY | UNIT | UNIT COST |
|---|-------------------------|------|-----------|
| WATERBORNE PAVEMENT MARKING PAINT (MAY 1 ST TO SEPTEMBER 1 ST) | | | |
| CENTERLINE YELLOW | 2,040,353 | LFT | _____/LFT |
| EDGE OR SKIP LINE WHITE | 3,923,316 | LFT | _____/LFT |
| REGULAR DRY PAVEMENT MARKING PAINT (SEPTEMBER 1 ST TO NOVEMBER 1 st) | | | |
| CENTERLINE YELLOW | 85,501 | LFT | _____/LFT |
| EDGE OR SKIP LINE WHITE | 445,830 | LFT | _____/LFT |
| TOTAL BID PRICE = \$ _____ | | | |

NOTE: ALL QUANTITIES ARE APPROXIMATE FOR THIS BID. IN AN EFFORT TO OBTAIN THE PROPER FOOTAGE FOR SINGLE NO PASSING ZONES, DOUBLE NO PASSING ZONE AND SKIP LINES THE ROAD COMMISSION WILL REQUIRE THE SUCCESSFUL BIDDER TO TURN IN DAILY WORK SHEETS THAT CONTAIN THIS INFORMATION. DAILY QUANTITIES OF MATERIALS USED MUST ALSO BE SUBMITTED. ALL MATERIALS AND EQUIPMENT MUST BE MDOT CERTIFIED.

I understand that the above quantities are approximations and the Commission reserves the right to award the unit price it so chooses, accept or reject all or part of this bid.

St. Clair County Road Commission inspector may accompany paint crew.

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MUTUAL EXTENSION CLAUSE:

This bid, by mutual agreement of both parties, may be extended for a one-year or a two-year period, not to exceed a maximum of two additional years. The Road Commission has the right to reject a third year extension based on an unsatisfactory contractor evaluation. Jointly awarded bids will not be considered for extension. Requests for contract extensions must be in writing and received by the Road Commission no later than October 31st of each year.

RIGHT TO REJECT:

The Road Commission may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the Road Commission.

ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY TO ITS CONTENTS. THIS PROPOSAL IS BINDING ON THE COMPANY SUBMITTING THE PROPOSAL FOR A PERIOD OF 30 DAYS AFTER THE DUE DATE FOR SUBMISSIONS AND MAY NOT BE WITHDRAWN FOR ANY REASON DURING SUCH 30 DAY PERIOD. IN THE EVENT A COMPANY SUBMITTING A PROPOSAL ATTEMPTS TO WITHDRAW IT DURING THE 30 DAY PERIOD AND WOULD BE THE SUCCESSFUL BIDDER OR IF A COMPANY REFUSES TO HONOR ITS BID AFTER AWARD BY THE ROAD COMMISSION, IN SUCH EVENT, THE COMPANY WILL BE RESPONSIBLE FOR ANY INCREASED COST INCURRED BY THE ROAD COMMISSION DUE TO REBIDDING OR AN AWARD AT A HIGHER PRICE. IF PROVIDED, ROAD COMMISSION PROPOSAL FORMS MUST BE USED. ANY ALTERATIONS TO THIS FORM WILL RENDER THE PROPOSAL VOID. IF ADDITIONAL OR CHANGED INFORMATION IS NEEDED, IT MUST BE DONE USING AN ATTACHED SHEET AND MARKED AS SUCH.

Name: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____

Company Name: _____

Address: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

Date: _____