

**INVITATION  
TO BID**

BID DATE: 01/04/2021

**PLEASE REFER TO BID NO. 2021-005**

**QUOTE NOT LATER THAN: 1/20/2021 BY 4:00 PM  
(EST)**

TO:  
VENDOR NAME:  
ADDRESS:

FROM:  
PURCHASING DEPARTMENT  
COUNTY OF BERRIEN, MICHIGAN  
ADMINISTRATION CENTER  
701 MAIN STREET  
ST. JOSEPH, MICHIGAN 49085

CONTACT:  
TELEPHONE #:  
EMAIL:

**PLEASE INDICATE "BID NO. 2021-005" ON OUTSIDE OF SEALED ENVELOPE TO INSURE PROPER  
BID PLACEMENT.** DELIVERY REQUIREMENTS: AS PER SPECIFICATIONS

*The Berrien County Board of Commissioners reserves the right to reject any and all bids or make any deviations  
deemed in the best interest of Berrien County.*

Quality: All materials/services furnished must be the best of their respective kinds (unless otherwise specified) and will be subject to our inspection and approval after delivery. If materials are rejected it will be held for disposition at your risk and expense.

QUANTITY	DESCRIPTION	PER M PRICE	TOTAL
	<b><u>REQUEST FOR BID ON THE FOLLOWING:</u></b>		
	Asphalt Emulsion		
	PLEASE SEE ATTACHED SPECIFICATIONS		
	<b><u>PLEASE SEND TWO (2) COPIES OF BID PROPOSAL</u></b>		

QUANTITY	DESCRIPTION	PER M PRICE	TOTAL
	<p>PURSUANT TO MICHIGAN PUBLIC ACT 517 OF 2012, AN IRAN-LINKED BUSINESS IS NOT ELIGIBLE TO SUBMIT A BID FOR THIS RFP. FURTHER, <b>EACH BID SUBMISSION <u>MUST</u> INCLUDE WRITTEN CERTIFICATION BY THE BIDDER THAT THE BIDDER IS NOT AN IRAN LINKED BUSINESS (SEE ATTACHED FORM).</b> A BID SUBMISSION WITHOUT THE REQUIRED WRITTEN CERTIFICATION MAY BE REJECTED AS INCOMPLETE AND VIOLATIVE OF LAW. A SUSTAINED DETERMINATION BY THE COUNTY THAT A BIDDER HAS SUBMITTED A FALSE CERTIFICATION OF BEING AN IRAN LINKED BUSINESS MAY RESULT IN THE CANCELLATION OF AN EXISTING CONTRACT, A CANCELLATION OF INTENT TO ENTER INTO A NEW CONTRACT, AND/OR REPORTING OF THE BIDDER TO THE STATE ATTORNEY GENERAL, AND POSSIBLE FINES AND COSTS, AND BAR FROM FURTHER BIDDING ON COUNTY RFP'S FOR AN ADDITIONAL 3 YEARS, AS PROVIDED UNDER P.A. 517 OF 2012.</p> <p>MEMBER OF HPS (HOSPITAL PURCHASING SERVICES), STATE OF MICHIGAN MIDEAL PURCHASING PROGRAM, AND NATIONAL JOINT POWERS ALLIANCE</p> <p><b>ANY QUESTIONS REGARDING BID SPECIFICATIONS, PLEASE CONTACT ADRI BOONE/DON GEISLER AT 269-925-1196 ext 4410 or <a href="mailto:aboone@bcroad.org">aboone@bcroad.org</a></b></p> <p>ALL OTHER QUESTIONS REGARDING THE BID PROCESS, PLEASE CONTACT THE PURCHASING DEPT. AT 269-983-7111 EXT. 8295</p>		

*Jake Litaker*

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JAKE LITAKER  
jlitaker@berriencounty.org  
FINANCIAL ACCOUNTANT/ANALYST  
PHONE: 269-983-7111 EXT. 8295  
FAX 269-982-8668

BIDDERS NAME: \_\_\_\_\_

BIDDERS PHONE NUMBER: \_\_\_\_\_

BID DATE: \_\_\_\_\_

# BERRIEN COUNTY ROAD DEPARTMENT



# BERRIEN COUNTY ROAD DEPARTMENT

**PROPOSAL AND  
SPECIFICATIONS FOR  
ASPHALT EMULSION**

**ADDENDUM #1**

**DATE CHANGE ON PAGE 7 AND 8**

**Purchasing Department  
County of Berrien, Michigan  
Administration Center  
701 Main Street  
Saint Joseph, MI 49085  
1-269-983-7111  
[www.berriencounty.org](http://www.berriencounty.org)**

# BERRIEN COUNTY ROAD DEPARTMENT

## GENERAL SPECIFICATIONS

Except as hereinafter provided by Supplemental Specifications or Special Provisions, the method and manner of performing the work and the quantity and quality of materials to be furnished under this contract shall be in strict accordance with the current Standard Specifications for construction of the Michigan Department of Transportation and the current edition of the Michigan Manual of Uniform Traffic Control Devices.

## SUPPLEMENTAL SPECIFICATIONS

### 101.02 **Definitions:**

Commission – The Board of County Commissioners of the County of Berrien, Michigan.

### 103.02 **Changes in Work**

Adjustable Items – This Contract contains no adjustable item; therefore, no adjustments in unit prices for increased or decreased quantities will be allowed.

107.10 **Owners Protective Liability Policy** covering bodily injury and property damage protection shall be furnished to the Commission.

108.02 **Prosecution of the Work** – The Contractor shall begin the work within ten (10) days after being notified by the Department to do so, unless this is inconsistent with the progress clause, with full force and equipment adequate to complete the sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress clause, or if it appears any time that such work is not being prosecuted in such a manner as to insure its completion within time specified, the Department shall have the right to require the force and equipment as the Department shall deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Department may place such working force and equipment on the work and charge the Contractor the cost of labor and such rental and depreciation rates for the plant and equipment as in its judgment is reasonable, and for such time as the plant and equipment are in service.

109.06 **Partial Payment** – PAYMENT WILL BE MADE IN FULL IN NOT MORE THAN THREE (3) PARTIAL PAYMENTS, SUCH PAYMENTS TO BE MADE on the basis of ninety percent (90%) of the value of the work done, provided the work is progressing satisfactorily and the orders of the engineer have been compiled with an provided that the date for completion, or date granted as extension, has not passed, and provided that the amount is at least \$2,000.00.

# BERRIEN COUNTY ROAD DEPARTMENT

## SUPPLEMENTAL SPECIFICATIONS (CONT'D)

### CANCELLATION OF CONTRACT PROVISIONS

The Board shall have the right to cancel the Contract for non-performance. Should an inspection by the Board's designated representative (County Engineer) reveal that the Contractor's work results in any non- acceptable maintenance condition of one or all specified areas;

The Board's designated representative at the time of the first circumstance shall call for a meeting with the Contractor to insure no misunderstanding on the issues involved.

If the condition should repeat itself a second time, the Board's designated representative shall call for another meeting with the Contractor and issue a written warning of possible Contract termination should the condition continue.

If the condition should repeat itself for a third time, the Board's designated representative shall call for another meeting with the Contractor and issue a written Notice of Contract Termination.

Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands agrees to abide by each and all stipulations and requirements contained therein.

The Contractor, his/her employees, agent, and representatives shall conduct themselves in a manner which is conducive to good public relations. They shall display proper respect to the Board, the general public, and surrounding property owners as is applicable.

Neither the Contractor nor his/her Subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

### BID BOND

A Certified Check or Cashier's Check or Bid Bond in the amount of not less than five (5) percent of the bid made payable to the Berrien County Road Commission shall accompany this proposal as guarantee of good faith.

# BERRIEN COUNTY ROAD DEPARTMENT

## QUANTITY AND DELIVERY POINT

### QUANTITY

Bids will be received for approximately 631,500 gallons of Asphalt Emulsion for sealcoating and patching in accordance with 2012 Michigan Department of Transportation specifications for Asphalt Emulsion.

Bids will be received for approximately 85,500 gallons of prime coat for sealcoating in accordance with 2012 Michigan Department of Transportation specifications for Asphalt Emulsion. The quantity given is only approximate and the right is reserved by the Berrien County Road Department to accept delivery on more or less than the quantity bid upon.

The delivered price asphalt shall be adjusted only in the event of a decrease in the publicly posted price per ton of asphalt cement, or the price at which private contractors may purchase asphalt cement. Provided that, no adjustment will be required if the price of asphalt cement does not change by a minimum of \$5 per ton.

### DELIVERY POINT

The successful bidder shall deliver the material at such times throughout the year (May 1<sup>st</sup>, 2021 to October 1<sup>st</sup>, 2021) as the requirements of the Road Department shall necessitate, to various job sites in accordance with bid prices:

#### **STAMPED OR METERED TICKETS**

All materials supplied to the Berrien County Road Department where quantities invoiced are based on measures of weight (tonnage, etc.) or volume (gallons), the supplier **SHALL** supply **STAMPED** or **METERED TICKETS** to verify quantities delivered.

When tanker purchases are delivered, terminal **BILLS-OF-LADING** for product delivered are required to be supplied with delivery made. Each Bill-Of-Lading **MUST INDICATE ACCEPTANCE** by an **AUTHORIZED REPRESENTATIVE** of the Road Department.

**HANDWRITTEN TICKETS** will **NOT** be accepted.

### QUALITY ASSURANCE

Producer to be Michigan Department of Transportation approved Emulsified Asphalt Supplier for the item bid. Producer to submit certification that supplied product meets Michigan Department of Transportation Specifications.

# BERRIEN COUNTY ROAD DEPARTMENT

## BASE PROPOSAL

DELIVERY: MAY 3<sup>rd</sup>, 2021 TO OCTOBER 1<sup>st</sup>, 2021

### A. DUSTSTOP

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 85,200 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.
This Bid is based on a posted price of asphalt cement of: F.O.B. _____/	_____ PER TON

The invoiced price decrease will be \$ \_\_\_\_\_ per gallon for each \$5 variation in the posted price of asphalt cement.

### B. ALTERNATE BID: TYPE MS-OP ASPHALT EMULSION (ANIONIC)

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 85,200 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.

# BERRIEN COUNTY ROAD DEPARTMENT

## BASE PROPOSAL

DELIVERY: MAY 3<sup>rd</sup>, 2021 TO OCTOBER 1<sup>st</sup>, 2021

### C. HFS-2M

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 631,500 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.
This Bid is based on a posted price of asphalt cement of: F.O.B. _____ /	_____ PER TON

The invoiced price decrease will be \$ \_\_\_\_\_ per gallon for each \$5 variation in the posted price of asphalt cement.

LOCATION OF PLANT:

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# BERRIEN COUNTY ROAD DEPARTMENT

## OPTION PROPOSAL- SECOND YEAR

**DELIVERY: MAY 3<sup>rd</sup>, 2022 TO OCTOBER 1<sup>st</sup>, 2022**

### A. DUSTSTOP

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 100,000 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.
This Bid is based on a posted price of asphalt cement of: F.O.B. _____/	_____ PER TON

The invoiced price decrease will be \$ \_\_\_\_\_ per gallon for each \$5 variation in the posted price of asphalt cement.

### B. ALTERNATE BID: TYPE MS-OP ASPHALT EMULSION (ANIONIC)

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 100,000 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.

# BERRIEN COUNTY ROAD DEPARTMENT

## OPTION PROPOSAL- SECOND YEAR

**DELIVERY: MAY 3<sup>rd</sup>, 2022 TO OCTOBER 1<sup>st</sup>, 2022**

### C. HFS-2M

<u>DESTINATION</u>	<u>PRICE PER GALLON F.O.B. DESTINATION</u>
Tank Truck Transport Job Site any place within Berrien County (Approx. 710,000 Gal.)	_____ PER GAL.
Berrien County Road Department to pick up material at plant	_____ PER GAL.
This Bid is based on a posted price of asphalt cement of: F.O.B. _____ /	_____ PER TON

The invoiced price decrease will be \$ \_\_\_\_\_ per gallon for each \$5 variation in the posted price of asphalt cement.

**LOCATION OF PLANT:**

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# BERRIEN COUNTY ROAD DEPARTMENT

## **PRODUCER**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

## **NAME AND ADDRESS OF BIDDER**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

BID SUBMITTED BY: \_\_\_\_\_

Authorized Signature

TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

DELIVERY \_\_\_\_\_ DAYS

TERMS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# BERRIEN COUNTY ROAD DEPARTMENT

## **TITLE VI**

The Berrien County Road Department, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

## **TITLE VI CONTRACT REQUIREMENTS:**

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **BERRIEN COUNTY ROAD DEPARTMENT** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal

# BERRIEN COUNTY ROAD DEPARTMENT

## TITLE VI

Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the **BERRIEN COUNTY ROAD DEPARTMENT** shall
6. impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **BERRIEN COUNTY ROAD DEPARTMENT** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **BERRIEN COUNTY ROAD DEPARTMENT** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

# **BERRIEN COUNTY ROAD DEPARTMENT**

## **TITLE VI**

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **BERRIEN COUNTY ROAD DEPARTMENT**

## **NOTICE TO BIDDERS**

### **INSURANCE**

The Contractor shall provide for and in the behalf of the State, the Commission, the Department, its employees, and all agencies specifically named below and their interests may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

The agencies are the Board of County Commissioners of The County of Berrien, and the Berrien County Road Department

**SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE  
IRAN ECONOMIC SANCTIONS ACT  
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No.517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid; bidders may file a certification statement with the County of Berrien that confirms compliance for all bids submitted in fiscal year 2021. By submitting this form to the County of Berrien, you are confirming that you are in compliance with the Act in relation to the submitted bid(s). **The County of Berrien shall not accept a bid unless, and until, this sworn and notarized certification statement is submitted to the County of Berrien either as an attachment to a given bid, or, as filed with the County of Berrien to confirm compliance during fiscal year 2021.** A certification statement filed with the County of Berrien for fiscal year 2021 will only be effective for bids submitted and dated from 1/1/21 to 12/31/21. The completed form will be kept on file in the purchasing department. The undersigned, the owner or authorized officer of

\_\_\_\_\_ (the "Bidder"), pursuant to the compliance certification requirement provided in the County of Berrien Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract. The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed

contract for which the false certification is made, whichever is greater, the cost of the County of Berrien's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

**BIDDER:**

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_ Its: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by\_\_.

\_\_\_\_\_  
, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_ My

Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



# BERRIEN COUNTY ROAD DEPARTMENT

## HOLD HARMLESS

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Berrien County Road Department and the Board of County Road Commissioners of the County of Berrien (hereinafter referred to as the BOARD) and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

Said Contractor hereby agrees to undertake the following work in the status of independent contractor performing the following operations:

### ASPHALT EMULSION

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Commission, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Board of Berrien County Road Commissioners, the Berrien County Road Commission; their Officers, Agents and Employees as an additional named insured with policy limits of:

Bodily Injury and Property Damage Liability:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Statutory Workmen's Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Berrien County Road Department