

# **BERRIEN COUNTY ROAD COMMISSION**

**PROPOSAL AND SPECIFICATIONS**

**FOR**

**TERRITORIAL ROAD BANK STABILIZATION**

**PROJECT NO. P16025**

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF BERRIEN  
2860 EAST NAPIER AVENUE  
BENTON HARBOR, MI 49022  
1-269-925-1196 OR 1-800-442-0734**

# **BERRIEN COUNTY ROAD COMMISSION**

## **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received at the office of the Board of County Road Commissioners of the County of Berrien, 2860 East Napier Avenue, Benton Harbor, Michigan 49022 until 11:00 A.M., Thursday, July 28th, 2016 at which time and place they will be publicly opened and read aloud for the following:

- 1. TERRITORIAL ROAD BANK STABILIZATION**
- 2. MISSION HILLS SUBDIVISION RECONSTRUCT**

All bids will be tabulated and presented to the Board of County Road Commissioners at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the items bid upon and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Commission.

The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.

Please visit our website for bid proposals: [www.bcroad.org](http://www.bcroad.org)

**BY THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF BERRIEN  
AUGUST ZIELKE  
TIMOTHY LYNCH  
JESS MINKS  
WILLIAM HODGE  
JOSEPH MARGOL**

# **BERRIEN COUNTY ROAD COMMISSION**

BENTON HARBOR, MICHIGAN

## **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 Road 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 Commission 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 Commission shall have the right to require the force and equipment as the Commission shall deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Commission 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 complied with as 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 COMMISSION**

## **1. 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 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.

2. 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 and agrees to abide by each and all stipulations and requirements contained therein.
3. 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.
4. 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 to 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 COMMISSION**

## **TITLE VI**

“The Berrien County Road Commission, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 an 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”.

# **BERRIEN COUNTY ROAD COMMISSION**

**PROGRESS CLAUSE:** Start work within ten (10) days after receiving notice of award of contract or on the date agreed upon with the Engineer. In no case shall any work be commenced prior to receipt of a formal notice of award by the Road Commission.

Working days will be charged starting on that date that the work is started or the date agreed. This Contract and Project shall be complete by September 1st, 2016.

The low bidder(s) for the work covered by this proposal will be required to meet with Road Commission representatives to work out a detailed Progress Schedule. The schedule for this meeting will be set within one week after the low bidder(s) is determined.

The named subcontractor(s) for Designated and/or Specialty Items, as shown on the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule.

The Project Engineer will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the Progress Schedule.

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Failure on the part of the contractor to carry out the provision of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

# **BERRIEN COUNTY ROAD COMMISSION**

## **NOTICE TO BIDDERS UTILITY COORDINATION PAGE 1 OF 2**

BCRC/KAS

07/15/2016

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2012 MDOT Standard Specifications for Construction.

The existing utilities listed below and shown on the plans represent the best information available. This information does not relieve the Contractor of the responsibility to satisfy himself/herself as to their accuracy.

### **PUBLIC UTILITIES**

The following Public Utilities have facilities within the Right of Way:

**ELECTRIC:** American Electric Power (Mr. Kurt Schneider)  
2925 Meadowbrook Road  
Benton Harbor, MI 49022  
269-926-0683

**TELEPHONE:** AT & T (Mr. Chris O'Brien)  
1435 Milton Street  
Benton Harbor, MI 49022  
269-926-0233

**GAS:** Michigan Gas Utilities  
711 Starlite Drive  
Benton Harbor, MI 49022  
269-927-5531

# **BERRIEN COUNTY ROAD COMMISSION**

## **NOTICE TO BIDDERS UTILITY COORDINATION PAGE 2 OF 2**

**BCRC/KAS**

**07/15/2016**

### **ON ALL PROJECTS - 3 WORKING DAYS BEFORE YOU DIG -CALL MISS DIG- TOLL FREE 1-800-482-7171**

For protection of underground utilities and in conformance with Public Act 53, the contractor shall dial 1-800-482-7171 a minimum of three full working days, excluding Saturdays, Sundays and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying owners who may not be a part of the "Miss Dig" alert system.

The owners of existing service facilities that are within the road structure limits will move them to locations designated by the Engineer. Owners of Public Utilities will not be required by the County to move additional poles or structures in order to facilitate the operation of construction equipment unless is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

The Contractor shall conduct his/her construction operations so as to interfere a little as possible with those of other Contractors, utilities, or any public authority on or near work as shown on the plans or in the proposal.

The Contractor shall protect existing underground and overhead utilities within the project limits. The Contractor shall be responsible for the cost and expenses of repairing utilities damaged by his/her construction operations. The contractor shall hand dig along existing underground utilities and shall protect existing utilities.



# **BERRIEN COUNTY ROAD COMMISSION**

## **BERRIEN COUNTY ROAD COMMISSION**

### **PROJECT SPECIFICATIONS for SPECIAL PROVISIONS**

#### **GENERAL**

The “2012 Standard Specifications for Construction” (Standard Specifications) of the Michigan Department of Transportation, are hereby incorporated into these contract documents. Copies of these standards are available for inspection at the office of the Engineer. All construction included in this project shall be done in accordance with the Standard Specifications, as modified by these project specifications and special provisions, or as modified by plan notes. Where notes on the plans are in conflict with the standard specifications or there special provisions, the plan notes shall control.

#### **CONTRACT REQUIREMENTS AND COVENANTS**

Where the contract requirements in these Contract Documents conflict with the contract requirements specified in Division 1 of the standard specifications, the contract requirements in these contract documents shall control.

#### **SPECIAL PROVISIONS**

The special provisions, which follow, shall modify the standard specifications for the item indicated.

# **BERRIEN COUNTY ROAD COMMISSION**

## **NOTICE TO BIDDERS**

### **TESTING OF MATERIALS**

All material must be tested and approved in accordance with Section 105 of the 2012 Standard Specifications, or as provided herein, before they enter into the construction of the project. Testing may be performed by the Local Agency or a Commercial Testing Company. Cost of testing shall be the responsibility of the Local Agency and may be eligible for federal participation.

A complete list of all tests must be on file in order to obtain Federal Aid on the construction.

### **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 Road Commissioners of the County of Berrien, and the Berrien County Road Commission.

**BERRIEN COUNTY ROAD COMMISSION**  
**TERRITORIAL ROAD BANK STABILIZATION**

**PROPOSAL**

Date \_\_\_\_\_

Board of County Road Commissioners of the County of Berrien,  
2860 E. Napier Avenue, Benton Harbor, Michigan 49022-0768

Gentlemen:

The undersigned has examined the plans, specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performances and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete the work in strict accordance with the plans and specifications therefore.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun.

The undersigned agrees to begin work within ten (10) days after being notified to do so, and to complete all items of work **BY SEPTEMBER 1ST, 2016.**

Signed \_\_\_\_\_

By \_\_\_\_\_

Post Office of Bidder \_\_\_\_\_

\_\_\_\_\_

In case the bidder is a co-partnership, each member must sign this proposal.  
In case the bidder is a Corporation this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.

# BERRIEN COUNTY ROAD COMMISSION

## HOLD HARMLESS

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Berrien County Road Commission 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:

### TERRITOIRAL ROAD BANK STABILIZATION

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 Commission

**BERRIEN COUNTY ROAD COMMISSION**

BENTON HARBOR, MICHIGAN 49022

2860 East Napier Avenue.

TELEPHONE 269-925-1196

TOLL FREE FROM 269 AREA 1-800-442-0734

PROJECT: **TERRITORIAL ROAD BANK STABILIZATION**

ITEMIZED UNIT PRICE SCHEDULE

| QUANTITY | ITEM OF WORK                                      | UNIT PRICE BID | AMOUNT |
|----------|---|----------------|--------|
| 1 LSUM   | MOBILIZATION, MAX                                 |                |        |
| 300 SYD  | RIPRAP, PLAIN                                     |                |        |
| 800 CYD  | EXCAVATION, EARTH                                 |                |        |
| 5 CYD    | EROSION CONTROL, MAINTENANCE, SEDIMENT<br>REMOVAL |                |        |
| 200 FT   | EROSION CONTROL, SILT FENCE                       |                |        |
| 1 EA     | EROSION CONTROL, INLET PROTECTION, FABRIC DROP    |                |        |

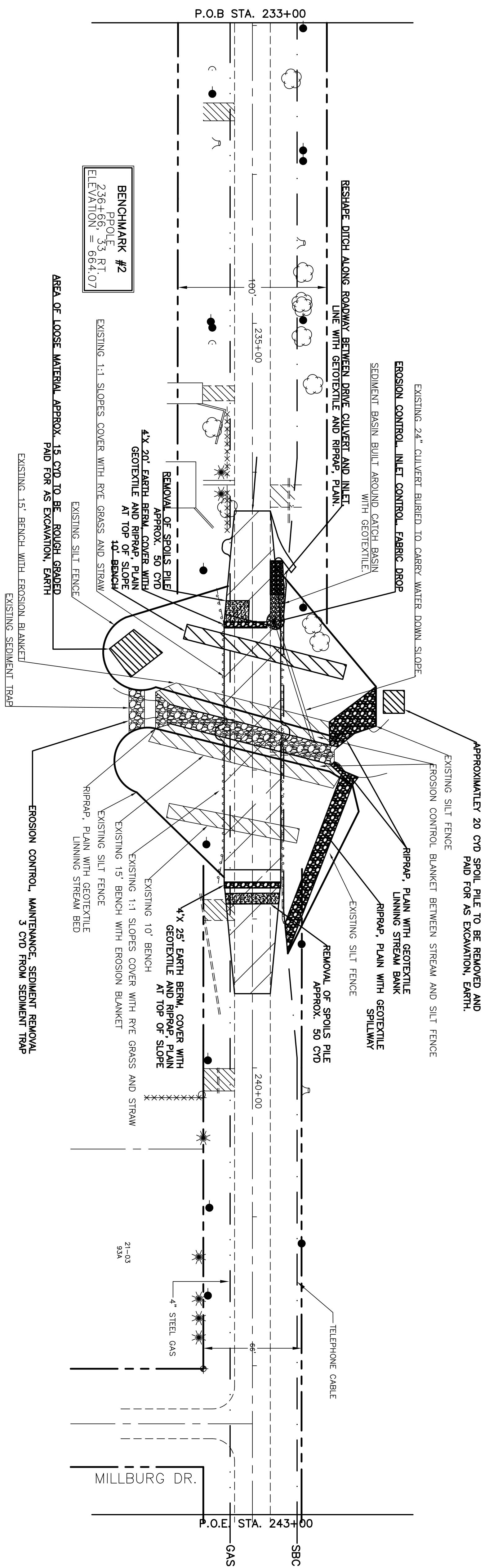
TOTAL OF SEAL BID

\$

Signed

Bidder

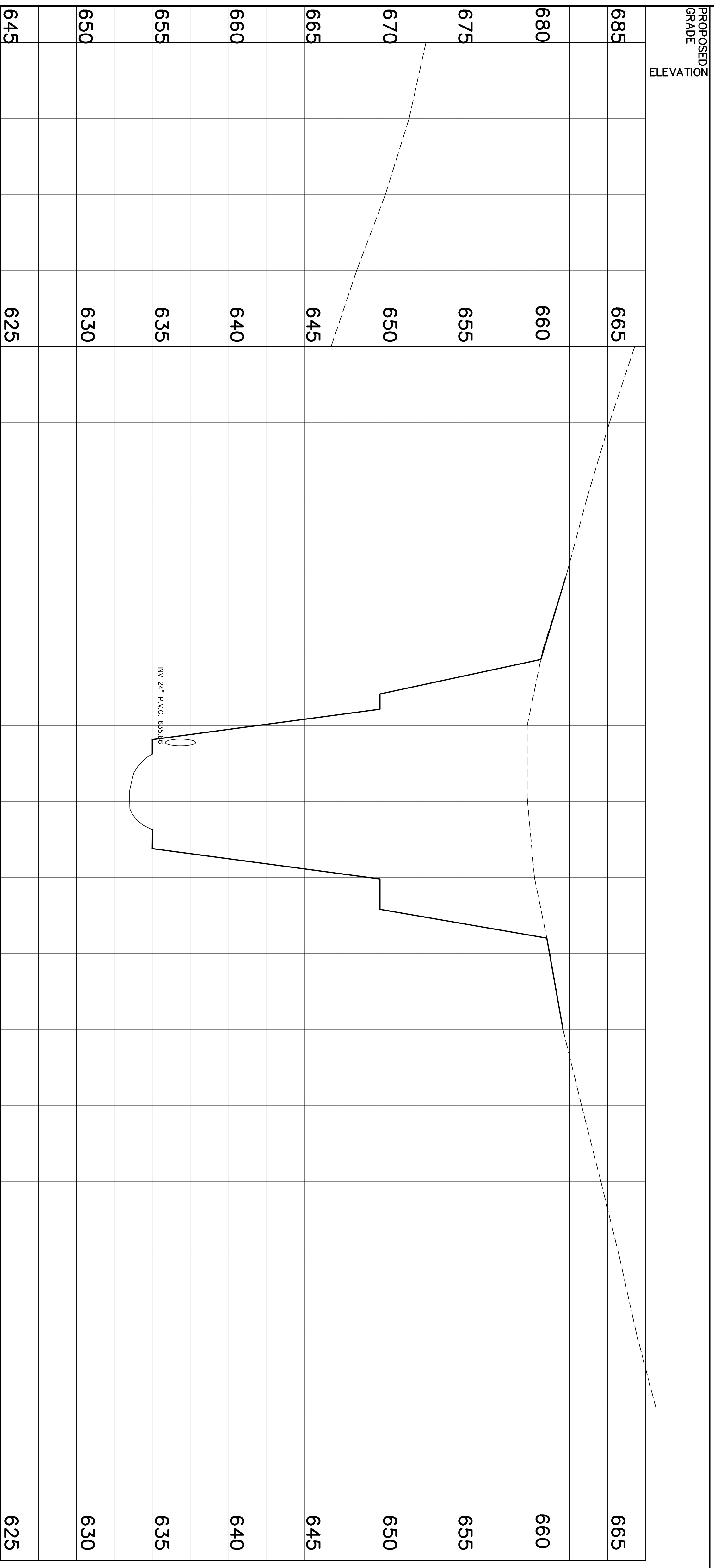
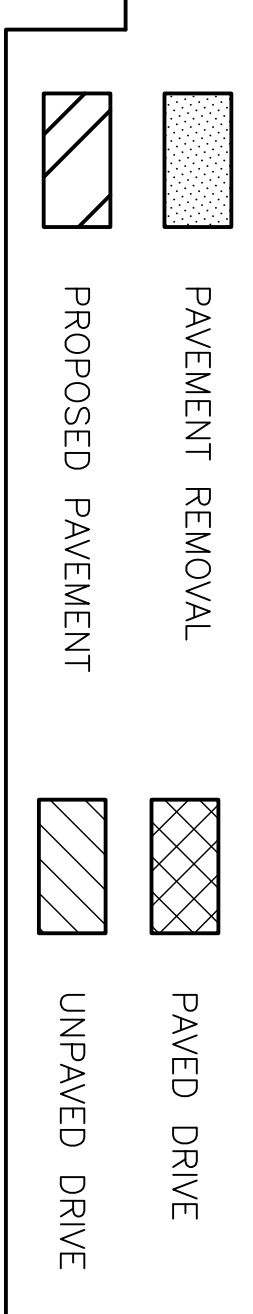
Date



**QUANTITIES**

|  |         |
|--|---------|
| RIPPRAP, PLAIN                                 | 300 SYD |
| EXCAVATION, EARTH                              | 800 CYD |
| EROSION CONTROL, INLET PROTECTION, FABRIC DROP | 1 EA    |
| EROSION CONTROL, MAINTENANCE, SEDIMENT REMOVAL | 5 CYD   |
| EROSION CONTROL, SILT FENCE                    | 200 FT  |

**STAGING PLAN - TERRITORIAL ROAD - STA. 233+00 TO 243+00**  
SCALE 1"=40'



- NOTES:**
1. ALL RIPRAP SHALL BE PLACED ON GEOTEXTILE IN ACCORDANCE WITH MDOT STANDARDS & SPECIFICATIONS SECTION 813.
  2. RIPRAP BERMS SHALL BE APPROXIMATELY 2' TO 3' IN HEIGHT.
  3. RIPRAP SPILLWAY SHALL BE 10 FEET IN WIDTH AND EXTEND FROM THE NORTHEAST DITCH LINE TO THE TOE OF THE SLOPE.
  4. REMOVAL OF SPOIL PILES SHALL BE PAID FOR AS EXCAVATION, EARTH.
  5. ALL SLOPES AND BENCHES SHALL BE REGRADED IF WASHOUTS HAVE OCCURRED.
  6. SILT FENCE SHALL BE RE-ESTABLISHED IN AREAS THAT IT HAS FAILED.
  7. ALL DEBRIS ON SITE, INCLUDING CONCRETE, METAL PIPE, PLASTIC, PIPE, AND MISCELLANEOUS ITEMS ARE TO BE REMOVED.
  8. DIRT USED FOR EARTH BERM TO BE PAID FOR AS EXCAVATION, EARTH.



# Berrien County Road Commission

2860 E. Napier Avenue  
Benton Harbor, MI 49022

Phone: 269-925-1196  
Fax: 269-925-8098  
www.bcroad.org

July 19<sup>th</sup>, 2016

## NOTICE TO BIDDERS

### ADDENDUM NUMBER 1

|  |
|--|
| <p><b>TERRITORIAL ROAD BANK STABILIZATION<br/>PROJECT NO. P16025</b></p> |
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**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY HAS REQUIRED THE BERRIEN COUNTY ROAD COMMISSION TO BEGIN WORK TO STABILIZE THE BANKS ON MONDAY AUGUST 8<sup>TH</sup>, 2016. THE CONTRACT SHALL BE AWARDED ON JULY 28<sup>TH</sup>, 2016 WITH A PRECONSTRUCTION MEETING SCHEDULE FOR THE WEEK OF AUGUST 1<sup>ST</sup>, 2016 AND WORK TO BEGIN ON MONDAY AUGUST 8<sup>TH</sup>, 2016. THE COMPLETION DATE FOR PROJECT STATED ABOVE SHALL REMAIN SEPTEMBER 1<sup>ST</sup>, 2016.**

**Please sign this Notice to Bidders Addendum Number 1 and submit with bid.**

**We acknowledge receipt of Addendum Number 1 dated July 19<sup>th</sup>, 2016.**

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**Name**

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**Contractor**