

**BERRIEN COUNTY ROAD DEPARTMENT**

**PROPOSAL AND SPECIFICATION  
FOR  
FLYNN ROAD & YOUNGREN ROAD GUARDRAIL**

## **BERRIEN COUNTY ROAD DEPARTMENT**

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

This Contract shall be completed within 10 working days, and by **December 31, 2018**.

The low bidder(s) for the work covered by this proposal will be required to meet with Road Department 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.

BCRC/BQB

# 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 Department.

**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 at 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 PAYMENT 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 and 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)

### 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 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 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 the 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 Department shall accompany this proposal as a guarantee of good faith.

# **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 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 DEPARTMENT**

## **PROJECT SPECIFICATIONS FOR SPECIAL PROVISIONS**

### **GENERAL**

The Standard Specifications for Construction (Standard Specifications) adopted in 2012 by 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 are 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 items indicated.

# **BERRIEN COUNTY ROAD DEPARTMENT**

## **NOTICE TO BIDDERS**

### **TESTING OF MATERIALS**

All materials 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 the testing shall be the responsibility of the Local Agency and may be eligible for federal participation.

### **INSURANCE**

The Contractor shall provide for an in behalf of the State, 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.

# BERRIEN COUNTY ROAD COMMISSION

**SPECIAL PROVISION  
FOR  
TERMINAL END SHOE, TYPE B  
1 OF 1**

**BCRC/BQB**

**03/18/15**

**DESCRIPTION**

This work shall consist of all labor, equipment, and materials required to install Terminal End Shoe, Type B according to Standard Plan R-66-D, Section 807 of the Standard Specifications, at the driveway end of the Guardrail Curved, Type B and as directed by the Engineer.

**MATERIALS**

The materials shall be according to Section 908 and 912 of the 2012 MDOT Standard Specifications for Construction.

**CONSTRUCTION**

The construction shall be in accordance with Standard Plan R-66-D and with Section 807 of the 2012 MDOT Standard Specifications for Construction.

**MEASUREMENT AND PAYMENT**

The completed work as measured will be paid for at the contract unit price bid for each Terminal End Shoe, Type B which price shall be payment in full for the work specified.

**CONTRACT ITEM (PAY ITEM)**

**PAY UNIT**

Terminal End Shoe, Type B

Each



# BERRIEN COUNTY ROAD DEPARTMENT

## SPECIAL PROVISION FOR GUARDRAIL, TYPE B-8 FOOT POST

BCRC/QQB

1 OF 1

02/06/12

### DESCRIPTION

This work shall consist of all labor, equipment, and materials required to install Guardrail, Type B-8 foot post according to the details shown on the plans, Section 807 of the Standard Specifications, and as directed by the Engineer.

### MATERIALS

The materials shall be according to Section 908 and 912 of the 2012 MDOT Standard Specifications for Construction.

### CONSTRUCTION

The construction shall be in accordance with Section 807 of the 2012 MDOT Standard Specifications for Construction.

### MEASUREMENT AND PAYMENT

The completed work as measured will be paid for at the contract unit price bid per foot which price shall be payment in full for the work specified.

### CONTRACT ITEM (PAY ITEM)

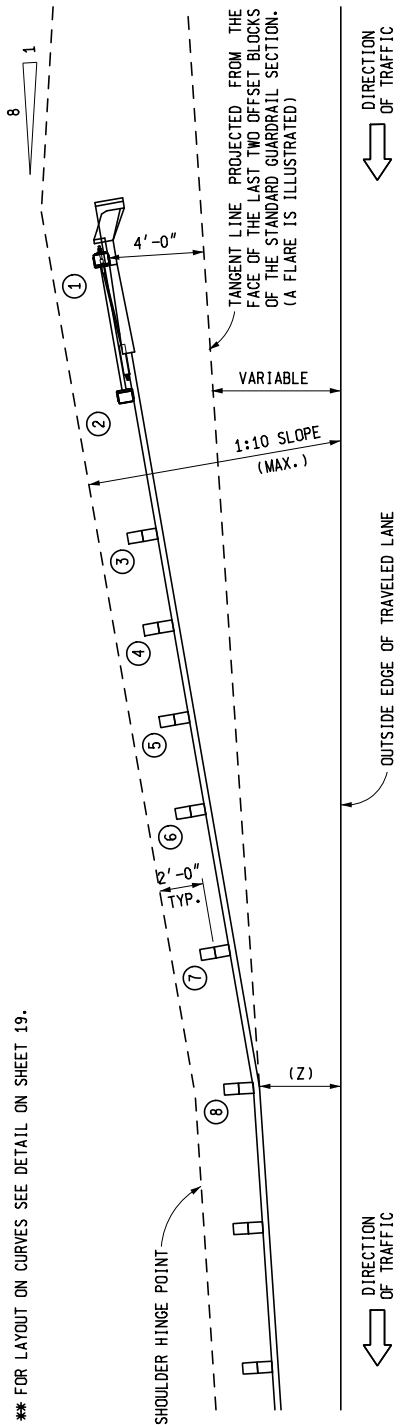
### PAY UNIT

Guardrail, Type B, 8 Foot Post

Foot

POSTS ARE TO BE SET APPROXIMATELY TANGENT TO THE BEAM ELEMENT AT EACH POST LOCATION.  
 \*\* FOR LAYOUT ON CURVES SEE DETAIL ON SHEET 19.

POST	** POST OFFSET DISTANCE (FROM TANGENT LINE TO CENTER OF POST)
1	52"
2	44"
3	44"
4	38 <sup>11</sup> / <sub>16</sub> "
5	33 <sup>5</sup> / <sub>16</sub> "
6	28"
7	20"
8	12"

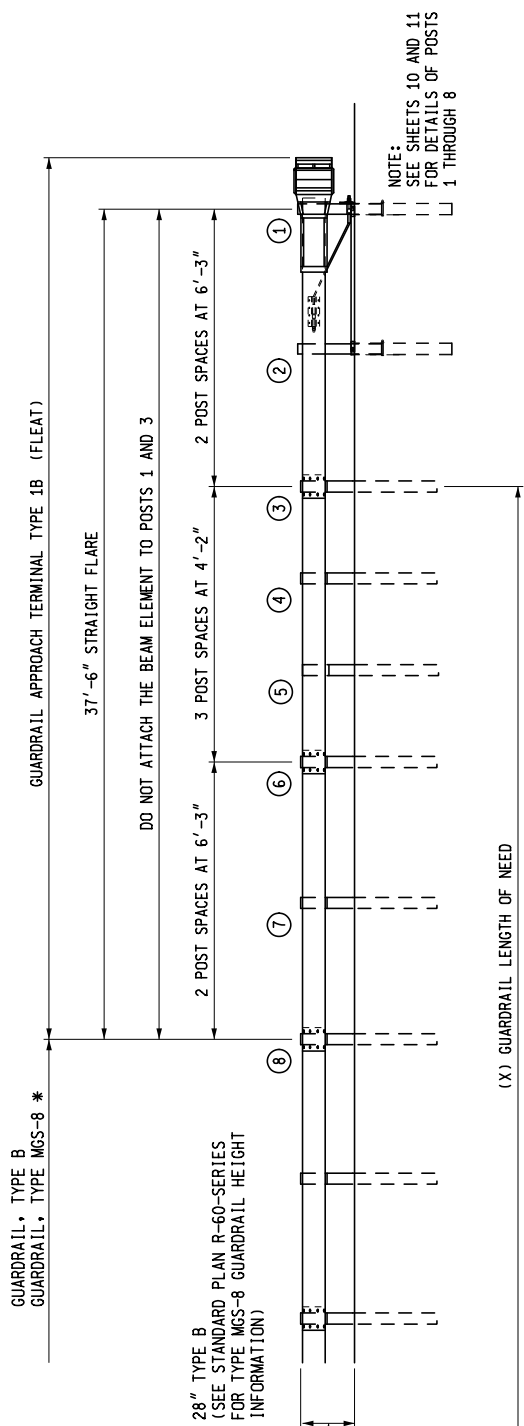


**PLAN VIEW**

\* SEE STANDARD PLAN R-60-SERIES FOR POST SPACING AND GUARDRAIL LAYOUT TO TRANSITION FROM GUARDRAIL, TYPE MGS-8 TO GUARDRAIL APPROACH TERMINAL TYPE 1B

**OPTION 2**

(DETAILED ON SHEETS 8 THROUGH 13)

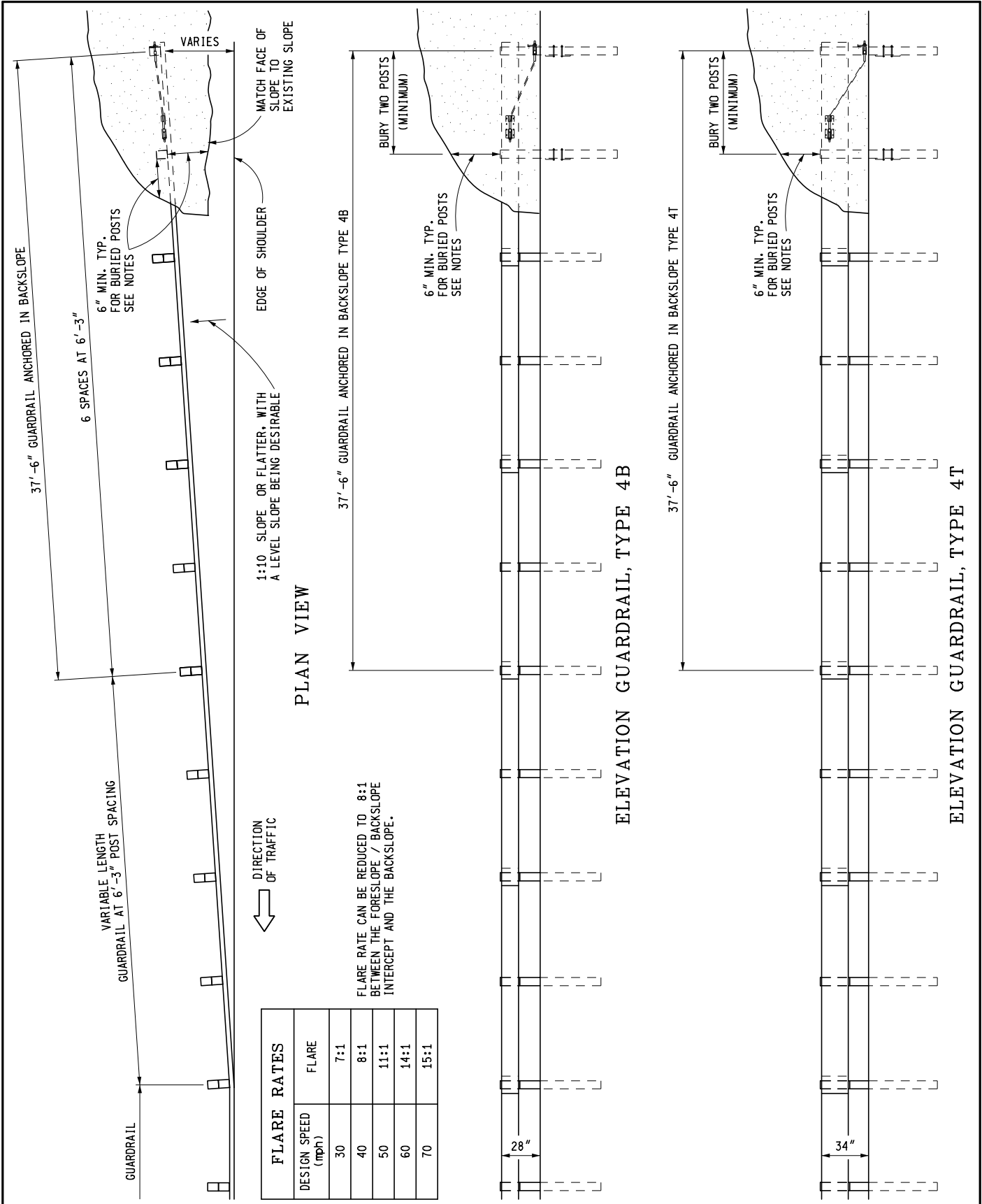


**ELEVATION**

**GUARDRAIL APPROACH TERMINAL TYPE 1B "FLEAT"**

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 BUREAU OF DEVELOPMENT STANDARD PLAN FOR  
**GUARDRAIL APPROACH TERMINAL TYPES 1B & 1T (SRT, FLEAT & X-LITE-FLARED)**

F.H.W.A. APPROVAL	2-2-2017 PLAN DATE	R-61-H	SHEET 8 OF 20
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FLARE RATES	
DESIGN SPEED (mph)	FLARE
30	7:1
40	8:1
50	11:1
60	14:1
70	15:1

FLARE RATE CAN BE REDUCED TO 8:1 BETWEEN THE FORESLOPE / BACKSLOPE INTERCEPT AND THE BACKSLOPE.

**MDOT**  
Michigan Department of Transportation

PREPARED BY  
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR  
Kirk T. Stuedle

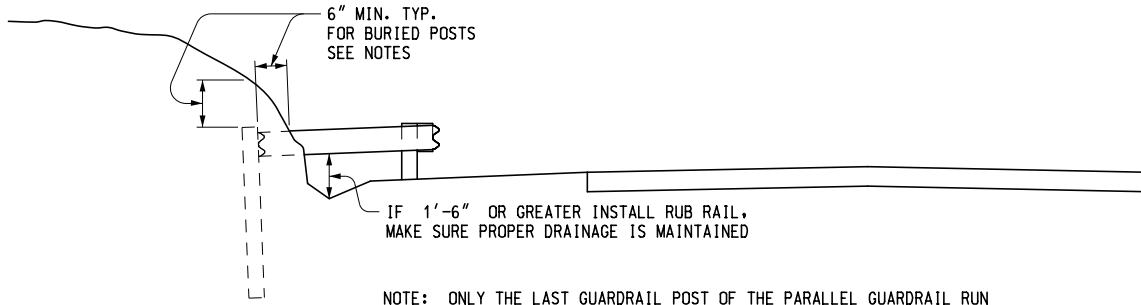
APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: \_\_\_\_\_  
DIRECTOR, BUREAU OF DEVELOPMENT

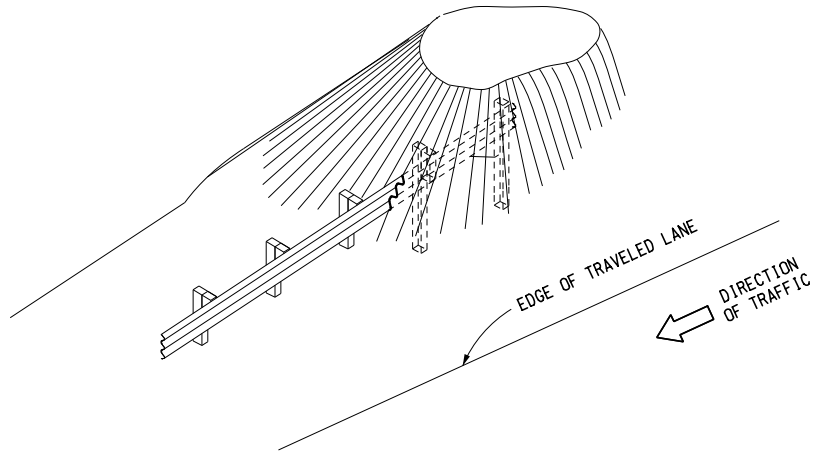
MICHIGAN DEPARTMENT OF TRANSPORTATION  
BUREAU OF DEVELOPMENT SPECIAL DETAIL FOR

**GUARDRAIL ANCHORED IN BACKSLOPE TYPES 4B, 4T, & 4MGS-8**

F.H.W.A. APPROVAL	4-25-2016 PLAN DATE	SPECIAL DETAIL <b>24</b>	SHEET 1 OF 8
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NOTE: ONLY THE LAST GUARDRAIL POST OF THE PARALLEL GUARDRAIL RUN AND THE LAST BURIED GUARDRAIL POST ARE SHOWN.  
(OTHER POSTS ALONG THE FLARED GUARDRAIL RUN ARE NOT SHOWN)



### BURIED ENDING SKETCHES

**NOTES:**

ALL POSTS, OFFSET BLOCKS, BEAM ELEMENTS, AND HARDWARE (INCLUDING BOLTS, NUTS, AND WASHERS) SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS AND TO THE CURRENT STANDARD PLAN R-60-SERIES, WHERE APPLICABLE, EXCEPT AS SPECIFIED ON THIS PLAN.

ALL 1:10 SLOPES SHALL BE GRADED TO CLASS A SLOPE TOLERANCES.

AFTER THE CABLE ASSEMBLY HAS BEEN TIGHTENED, A SECOND NUT SHALL BE INSTALLED SO THAT THE CABLE WILL NOT LOOSEN.

TWO HOT-DIP ZINC COATED NAILS SHALL BE DRIVEN INTO THE WOOD POST AT THE TOP OF THE BEARING PLATE TO KEEP THE BEARING PLATE FROM ROTATING.

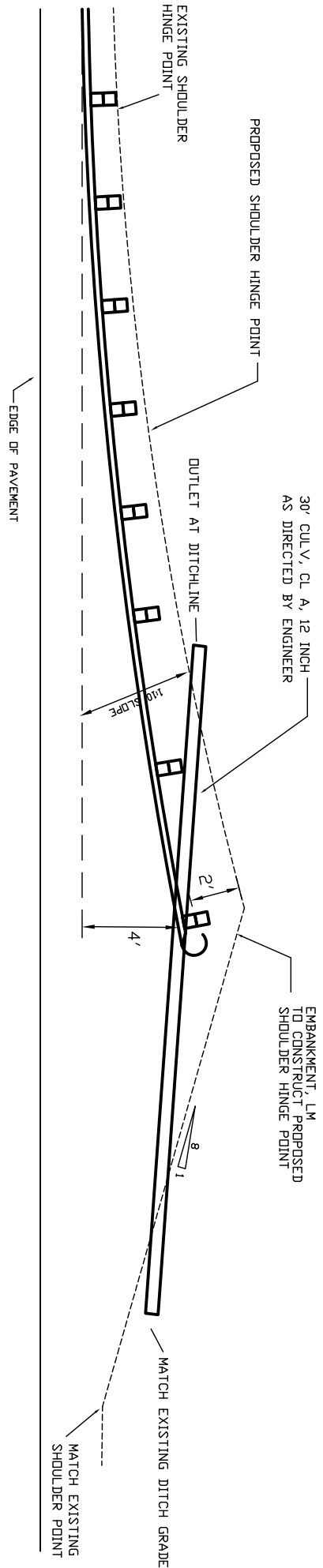
WHEN ADDITIONAL POST BOLT SLOTS ARE REQUIRED, THEY SHALL BE DRILLED OR PUNCHED AND REGALVANIZED. BURNING WILL NOT BE ALLOWED.

TERMINAL SHALL BE SET A MINIMUM 6" INTO THE BACKSLOPE AND HAVE 6" OF COVER ON ALL SIDES TO LESSEN THE POSSIBILITY IT WILL BE EXPOSED BY EROSION AND SNAG AN IMPACTING VEHICLE.

THE GUARDRAIL SHALL REMAIN AT A CONSTANT HEIGHT RELATIVE TO THE LOCAL GRADE. A W BEAM RUB RAIL WILL BE REQUIRED IF THE OPENING UNDER THE PRIMARY RAIL IS 1'-6" OR MORE. SEE DETAILS.

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT SPECIAL DETAIL FOR <b>GUARDRAIL ANCHORED IN          BACKSLOPE TYPES          4B, 4T, &amp; 4MGS-8</b>			
_____ F.H.W.A. APPROVAL	4-25-2016 PLAN DATE	SPECIAL DETAIL <b>24</b>	SHEET 8 OF 8

# TYPICAL CULVERT LOCATION AT GUARDRAIL APPROACH TERMINAL, TYPE 1B



CONTROL SECTION

HSIP 11609

JOB NUMBER

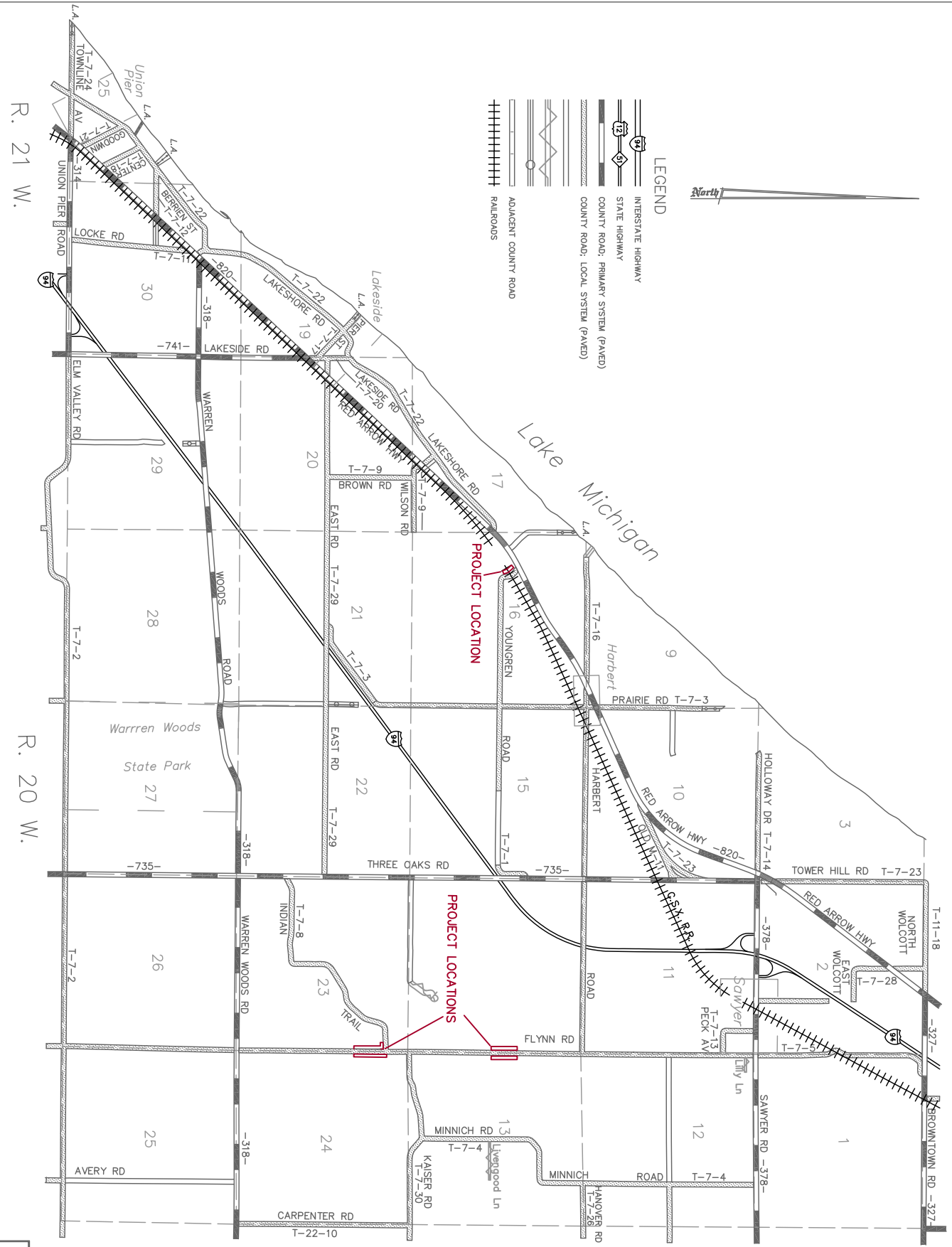
130875A

PAGE



LEGEND

- INTERSTATE HIGHWAY
- STATE HIGHWAY
- COUNTY ROAD: PRIMARY SYSTEM (PAVED)
- COUNTY ROAD: LOCAL SYSTEM (PAVED)
- ADJACENT COUNTY ROAD
- RAILROADS



R. 21 W.

R. 20 W.

T. 7 W.

PRIMARY ROAD SYSTEM IS 21.39 MILES  
 LOCAL ROAD SYSTEM IS 41.03 MILES

CHIKAMING TOWNSHIP

BERRIEN COUNTY  
 ROAD COMMISSION  
 BENTON HARBOR, MICHIGAN  
 BRIAN Q. BERNDT, COUNTY HWY ENGINEER

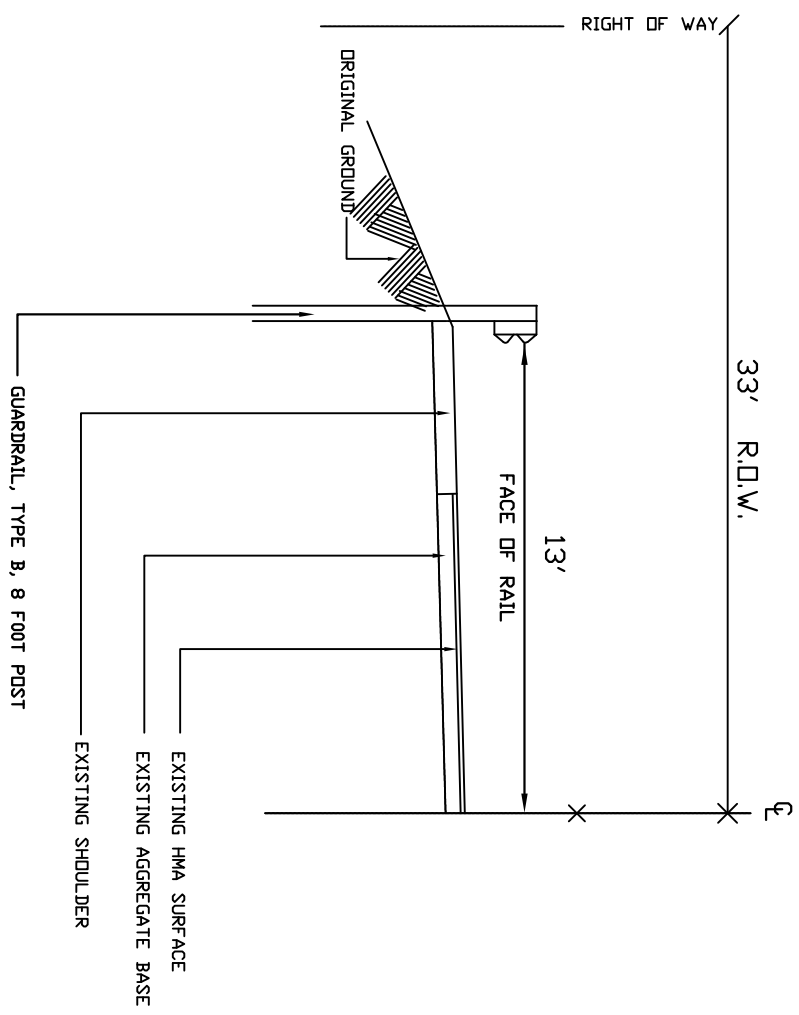
# GUARDRAIL SECTION

GUARDRAIL APPROACH TERMINAL, TYPE 1B

GUARDRAIL, TYPE B, 8 FOOT POST

LEFT  
 STA. 0+32 - 0+69.5  
 STA. 1+82 - 2+19.5

LEFT  
 STA. 0+69.5 - 1+82



## YOUNGREN ROAD - STA 0+32 - 2+20

STA 0+00 @ PAVEMENT JOINT NEAR R.R CROSSING

CONTROL SECTION	JOB NUMBER
	PAGE

# GUARDRAIL SECTION

GUARDRAIL APPROCH TERMINAL, TYPE 1B

GUARDRAIL, TYPE B, 8 FOOT POST

RIGHT

STA. 41+65 - 42+02.5

STA. 44+65 - 45+02.5

LEFT

STA. 42+02.5 - 45+02.5

RIGHT

STA. 42+02.5 - 44+65

GUARDRAIL ANCORED IN  
BACKSLOPE, TYPE 4B

LEFT

STA. 41+65 - 42+02.5

CULV, CL A, 12"

LEFT

STA. 41+65

RIGHT

STA. 41+65

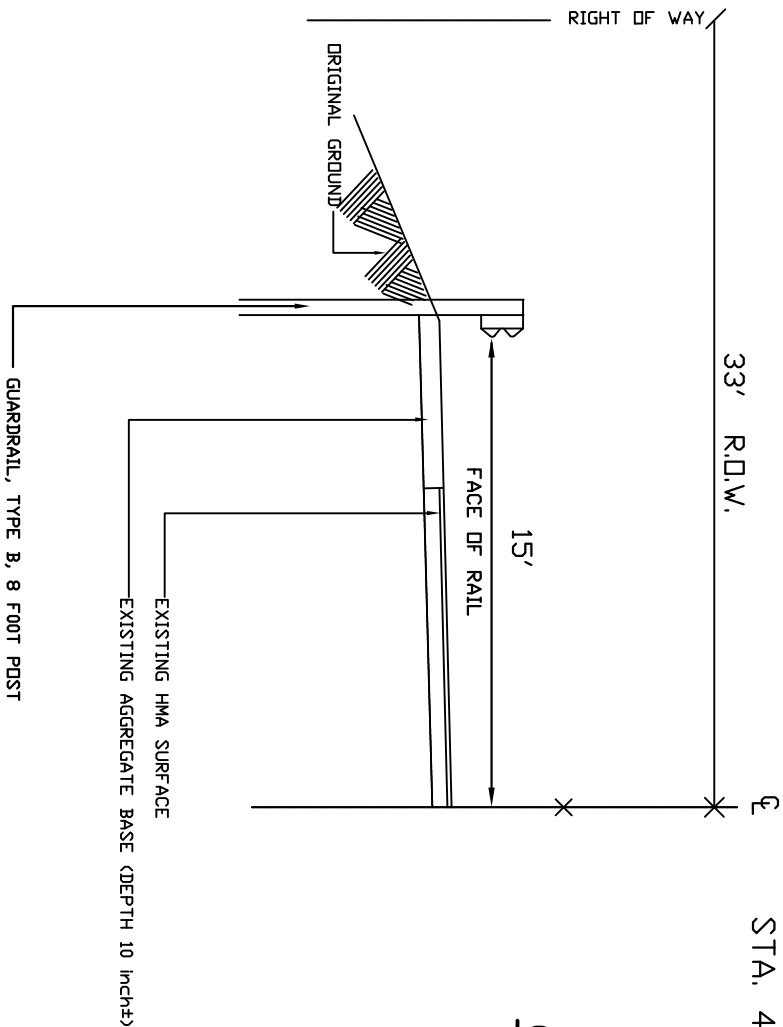
STA. 45+02.5

GUARDRAIL, CURVED, TYPE B

<25' RADIUS>

LEFT

STA. 45+02.5



**FLYNN ROAD - STA 41+65 - 45+03**

STA 0+00 AT WARREN WOODS RD

CONTROL SECTION

JOB NUMBER

PAGE



# GUARDRAIL SECTION

GUARDRAIL APPROACH TERMINAL, TYPE 1B

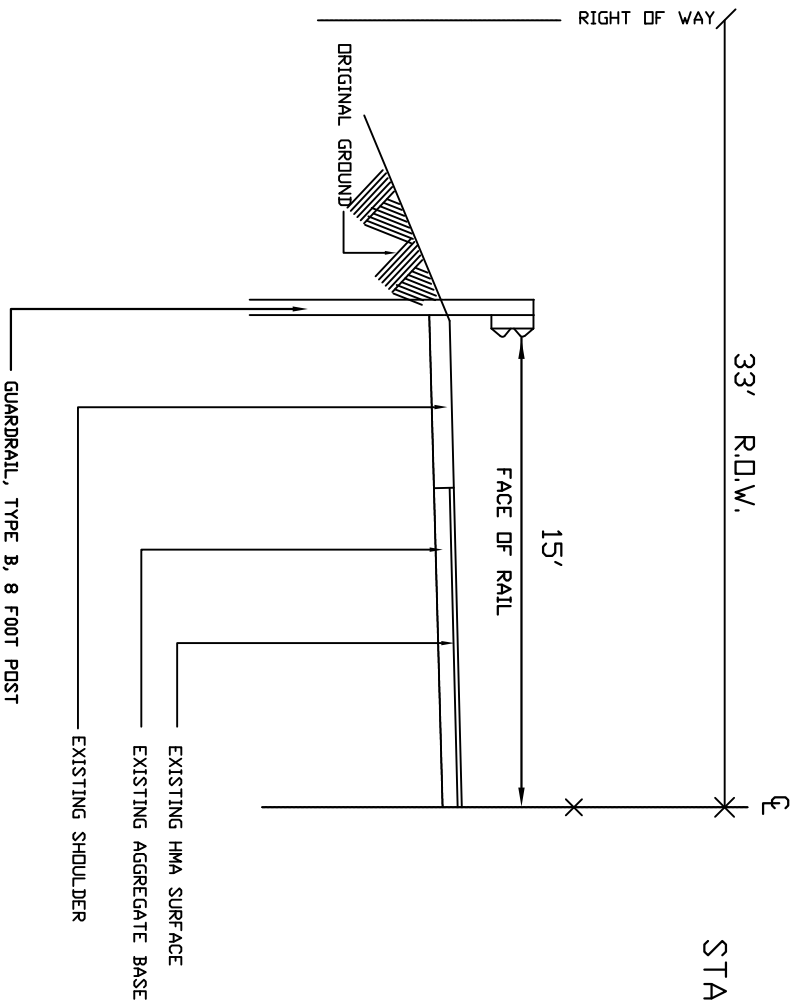
GUARDRAIL, TYPE B, 8 FOOT POST

LEFT  
 STA. 34+80 - 35+17.5  
 STA. 35+92.5 - 36+30

LEFT  
 STA. 35+17.5 - 35+92.5

RIGHT  
 STA. 34+68 - 35+05.5  
 STA. 35+80.5 - 36+18

RIGHT  
 STA. 35+05.5 - 35+80.5



**FLYNN ROAD - STA 34+68 - 35+81**

STA 0+00 AT KAISER RD

CONTROL SECTION

JOB NUMBER

PAGE



# 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 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:

### FLYNN ROAD & YOUNGREN ROAD GUARDRAIL

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 Department, 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 Commissioners, the Berrien County Road Department; 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

# BERRIEN COUNTY ROAD DEPARTMENT

## FLYNN ROAD & YOUNGREN ROAD GUARDRAIL

### PROPOSAL

Date \_\_\_\_\_

Board of County 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 in ten (10) working days, and by DECEMBER 31, 2018.**

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 DEPARTMENT

2860 EAST NAPIER AVENUE  
 BENTON HARBOR, MICHIGAN 49022  
 TELEPHONE 925-1196

PROJECT: FLYNN ROAD & YOUNGREN ROAD GUARDRAIL  
 ITEMIZED UNIT PRICE SCHEDULE

QUANTITY	ITEM OF WORK	UNIT PRICE	AMOUNT
1 LS	<b>Mobilization, Max</b>		
825 FT	<b>Guardrail, Type B, 8 Foot Post</b>		
8 EA	<b>Guardrail Approach Terminal, Type 1B</b>		
1 EA	<b>Guardrail Anchored in Backslope, Type 4B</b>		
37.5 FT	<b>Guardrail, Curved, Type B</b>		
1 EA	<b>Terminal End Shoe, Type B</b>		
34 EA	<b>Guardrail Reflector</b>		
90 FT	<b>Culv, CL A, 12 inch</b>		
25 CYD	<b>Embankment, LM</b>		
250 SYD	<b>Slope Restoration, Type B</b>		
1 LS	<b>Minor Traf Devices</b>		
1 LS	<b>Traf Regulator Control</b>		
128 SFT	<b>Sign, Type B, Temp, Prismatic, Furn</b>		
128 SFT	<b>Sign, Type B, Temp, Prismatic, Oper</b>		

**TOTAL OF BID \$** \_\_\_\_\_

\_\_\_\_\_  
**Signed** **Bidder**

\_\_\_\_\_  
**Date**