



MONROE COUNTY  
**R O A D**  
COMMISSION

---

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

**PROPOSAL**

**FOR**

**NEWBURG ROAD DRAINAGE IMPROVEMENTS**

**FROM EXETER ROAD TO BURNS ROAD**

**ASH TOWNSHIP, MONROE COUNTY, MICHIGAN**

**BID OPENING:**

Wednesday, November 23, 2016 at 10:00 a.m.

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF MONROE**

Paul Iacoangeli, Chairman  
Dan Minton, Vice Chairman  
Bruce R. Stammer, Jr., Member  
Stephen J. Pace, Member  
Charles A. Londo, Member

**MCRC Project # 489-001-160530**

**MONROE COUNTY ROAD COMMISSION  
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Wednesday, November 23, 2016** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- Newburg Road Drainage Improvements
- 2017 Tree Removal Program

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at [www.mcrc-mi.org/bids.html](http://www.mcrc-mi.org/bids.html).

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION  
PROPOSAL  
NEWBURG ROAD DRAINAGE IMPROVEMENTS**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 0.50 miles of drainage improvements, tree removals, slope restoration and related items of work on Newburg Road from Exeter Road to Burns Road in Ash Township, Monroe County, Michigan

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools, material and traffic control devices necessary at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Notes:

1. If the bidder is a partnership, each member must sign the proposal.
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

INSTRUCTIONS TO BIDDERS  
and  
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

ENGINEER

The Engineer is the County Highway Engineer or the individual assigned by the County Highway Engineer to be in charge of the Contract. The person assigned as the Engineer may be an employee of the Board, a consultant or an outside contractor hired by the Board.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 12) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for Newburg Road Drainage Improvements.**"

BIDDER'S SURETY

The proposal must be accompanied by a cashier's check, certified check or a bid bond made payable to the Board of County Road Commissioners of Monroe County, Michigan in the sum of five percent (5%) of the amount of the bid. Upon awarding and signing of a contract, or in the event of bid rejection, such bid surety will be returned to the Bidder. Bids may be held for a period of forty (40) days.

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **Wednesday, November 23, 2016** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Board reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Board believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or

fails to meet any pertinent standards or criteria established by the Board. The Board also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Road Commission to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

#### TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures 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 race, color, national origin, gender, age, or disability in consideration for an award.

#### PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

#### CONTRACT EXECUTION

The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

#### PERFORMANCE AND LIEN BONDS

The successful Bidder to whom the contract is awarded shall furnish two (2) surety bonds as follows:

Performance Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the faithful fulfillment of the terms of the contract in the amount of one-hundred (100) percent of the contract amount

Lien Bond - To the Board of County Road Commissioners of the County of Monroe, Michigan for the payment of all labor and materials used in the work in the amount of one-hundred (100) percent of the contract amount

#### INCREASED OR DECREASED QUANTITIES

The Board reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than ten (10) percent. Changes in excess of that amount will be individually negotiated.

#### PROGRESS SCHEDULE

In no case shall any work be commenced prior to receipt of formal notice of award by the Board.

The low Bidder for the work covered by this proposal will be required to meet with the Board's representative to review the Contractor's proposed work schedule. The schedule for this meeting will be set within one (1) week after the low bidder is determined.

The Board's representative will arrange the time and place for the meeting.

### TIME OF COMPLETION

All contract work shall be completed on or before **June 3, 2017**.

### FAILURE TO COMPLETE ON TIME

Liquidated damages in the amount of **\$400** per day will be assessed for each calendar day that the work remains incomplete beyond the completion dates.

### PAYMENTS TO CONTRACTOR

Payments will be made to the Contractor on a monthly basis. The Board will make a partial payment to the Contractor on the basis of an estimate, prepared by the Engineer, of the work performed on the project during the preceding period less a five percent (5%) retainer.

### FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer will make a final inspection of all work included in the contract, and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor is required to provide unconditional waivers of lien from all sub-contractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. Payment for all work completed and accepted, less previous payments, will be made within thirty (30) days of final acceptance.

### DISPUTES

The County Highway Engineer's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

### ARBITRATION

All claims, disputes and other matters in question between the Board and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing laws of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Board and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer will be made later than ten (10) days after the party making such demand has delivered written notice of intention to appeal.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty-day (30) or ten-day (10) period specified above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party of this contract unless:

- a) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
- b) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and;
- c) the written consent of the other person or entity sought to be included and of Board and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Notwithstanding the above paragraph, if a claim, dispute or other matter in question between Board and Contractor involves the Work of a Subcontractor, either Board or Contractor may join such Subcontractor as a party to the arbitration between Board and Contractor hereunder. Contractor shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between Board and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Board or Board's Consultants that does not otherwise exist.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

#### ASSIGNMENT CLAUSE

The contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

#### TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

#### BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. The Board will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

#### INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

1. General Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:

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

2. Automobile Liability, Bodily Injury and Property Damage. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:

Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:

Each Occurrence	\$1,000,000
-----------------	-------------

Combined Single Limit for Bodily Injury and Property Damage Liability:

Each Occurrence	\$2,000,000
-----------------	-------------

3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees; Ash Township and its officers, agents and employees; and Hennessey Engineers, Inc. and its officers, agents and employees.

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Per Project Aggregate. The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.

- F. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.

- G. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

MAINTENANCE OF TRAFFIC

See the Special Provision for Maintaining Traffic attached to the proposal.

SPECIFICATIONS

All work and materials shall be in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within these specifications all references to the Michigan Department of Transportation shall mean the Board.



### UTILITY COORDINATION

For the protection of underground utilities, the Contractor shall notify "MISS DIG" at 1-800-482-7171 or 811, a minimum of three working days, excluding weekends or holidays, prior to excavating and otherwise fully comply with the provisions of Act 53 of 1974 and as amended. MISS DIG members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be part of the MISS DIG system.

The Contractor shall conduct operations in such a manner as to insure that those utilities not requiring relocation will not be disturbed

### COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Michael Smith  
Phone: 734-240-5103  
Email: MSmith@mcr-mi.org

**MONROE COUNTY ROAD COMMISSION  
UNIT PRICE CONTRACT  
NEWBURG ROAD DRAINAGE IMPROVEMENTS**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **Newburg Road Drainage Improvements** including Bidders' Addenda \_\_\_\_\_ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit price named below:

<b>Item Code</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Bid Amount</b>
1500001	Mobilization, Max \$5,000.00	1.00	LSUM	\$	\$
2020002	Tree, Rem, 19 inch to 36 inch	19.00	Ea	\$	\$
2020003	Tree, Rem, 37 inch or Larger	2.00	Ea	\$	\$
2020004	Tree, Rem, 6 inch to 18 inch	33.00	Ea	\$	\$
2030001	Culv, Rem, Less than 24 inch	8.00	Ea	\$	\$
2047051	Clearing, Special	1.00	LSUM	\$	\$
2050010	Embankment, CIP	960.00	Cyd	\$	\$
2050016	Excavation, Earth	1,620.00	Cyd	\$	\$
2080012	Erosion Control, Check Dam, Stone	20.00	Ft	\$	\$
2080036	Erosion Control, Silt Fence	100.00	Ft	\$	\$
3020001	Aggregate Base	200.00	Ton	\$	\$
4010165	Culv, CI A, Conc, 12 inch	240.00	Ft	\$	\$
4010166	Culv, CI A, Conc, 15 inch	96.00	Ft	\$	\$
4010199	Culv, CI A, CSP, 12 inch	8.00	Ft	\$	\$
4010540	Culv, CI E, 15 inch	48.00	Ft	\$	\$
5010005	HMA Surface, Rem	50.00	Syd	\$	\$
5010025	Hand Patching	12.00	Ton	\$	\$
8100371	Post, Steel, 3 lb	45.00	Ft	\$	\$

8100402	Sign, Type III, Erect, Salv	3.00	Ea	\$	\$
8100403	Sign, Type III, Rem	3.00	Ea	\$	\$
8120012	Barricade, Type III, High Intensity, Double Sided,	2.00	Ea	\$	\$
8120013	Barricade, Type III, High Intensity, Double Sided,	2.00	Ea	\$	\$
8120170	Minor Traf Devices	1.00	LSUM	\$	\$
8120250	Plastic Drum, High Intensity, Furn	20.00	Ea	\$	\$
8120251	Plastic Drum, High Intensity, Oper	20.00	Ea	\$	\$
8120350	Sign, Type B, Temp, Prismatic, Furn	73.00	Sft	\$	\$
8120351	Sign, Type B, Temp, Prismatic, Oper	73.00	Sft	\$	\$
8130010	Riprap, Plain	4.00	Syd	\$	\$
8160100	Slope Restoration, Type A	6,300.00	Syd	\$	\$
<b>Bid Total</b>					<b>\$</b>

**Contractor Signature:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. Work on the **Newburg Road Drainage Improvements** is to be completed by **June 3, 2017** as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of either:

Certified Check or a Bidder's Bond in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: \_\_\_\_\_, 2016

If Bidder is:

An Individual

By: \_\_\_\_\_ (SEAL)  
Individual's Name

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_ (SEAL)  
Firm Name

\_\_\_\_\_  
General Partner

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By: \_\_\_\_\_ (Corporate SEAL)  
Corporate Seal

\_\_\_\_\_  
State of Incorporation

By: \_\_\_\_\_  
Name of Person Authorized to Sign

\_\_\_\_\_  
Title

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Joint Venture

By: \_\_\_\_\_  
Name

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

By: \_\_\_\_\_  
Name

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

MONROE COUNTY ROAD COMMISSION

SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

MCRC:MLS

1 of 2

11-05-16

a. **General.** Traffic shall be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), sections 104.07, 104.11, 812 and 922 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, and any typicals or supplemental specifications in this proposal.

The Contractor shall be responsible for the protection of vehicular and pedestrian traffic, work in progress and construction workers in the Construction Influence Area through the implementation of procedures as described in this proposal, the MMUTCD, the Standard Specifications for Construction, and other applicable state and federal requirements.

The Contractor shall coordinate this work with any other contractors or maintenance agencies performing work within the Construction Influence Area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and the orderly progress of contract work.

**b. Construction Influence Area.** The Construction Influence Area (CIA) shall consist of the width of the existing Newburg Road right-of-way from the project point of beginning to point of ending. The CIA shall also extend approximately 500 feet east of Burns Road on Newburg Road, 500 feet south of Newburg Road on Exeter Road, and 500 feet north of Newburg Road on Exeter Road.

**c. Traffic Restrictions.** Notify the Engineer a minimum of 7 calendar days prior to the start of construction so the Engineer can provide public notice.

Newburg Road may be closed to through traffic during working hours. Two Type III barricades and two "Road Closed to Thru Traffic" signs have been included in the project quantities. Newburg Road shall be reopened to through traffic at the end of each day.

"Road Work Ahead" signs shall be placed at the following locations:

1. Westbound Newburg Road – 500 feet east of Burns Road
2. Northbound Exeter Road – 500 feet south of Newburg Road
3. Southbound Exeter Road – 500 feet north of Newburg Road

All work shall be conducted during normal daytime hours. Normal daytime hours are considered to be Monday through Saturday from 7 a.m. to 7 p.m. No work on Sundays will be permitted on this project unless prior written approval is obtained from the Engineer.

No work shall be performed during the New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas holiday periods as defined by the Engineer.

**d. Traffic Control Devices.** All traffic control devices shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

All signs shall be 4 feet x 4 feet with black legends on reflectorized orange background unless otherwise noted.

The Contractor shall relocate all traffic control devices including temporary signs and channelizing devices as work progresses. Relocation of traffic control devices is considered to be included in Minor Traf Devices.

All construction signing shall be covered or removed during the times they do not apply.

Following is an estimate of the type and number of Type B temporary signs needed for this project:

<b>SIGN</b>	<b>DESCRIPTION</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>AREA</b>
R11-4	ROAD CLOSED TO THRU TRAFFIC	30" x 60"	2	25
W20-1	ROAD WORK AHEAD	48" x 48"	3	48
<b>TOTAL AREA =</b>				<b>73</b>



MONROE COUNTY ROAD COMMISSION

SPECIAL PROVISION  
FOR  
**CLEARING, SPECIAL**

MCRC:MLS

1 of 1

10-09-16

**a. Description.** This work consists of trees, stumps, brush, shrubs, roots, logs and other vegetation with the clearing limits as required for the construction improvements shown on the plans. This work also includes relocating items such as boulders, landscape timbers and retaining wall blocks to the right-of-way line.

**b. Materials.** None specified.

**c. Construction.** Cut, remove and dispose of trees, stumps, brush, shrubs, roots, logs and other vegetation in accordance with subsection 201 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

**d. Measurement and Payment.** The completed work as described will be paid for at the contract unit price for the following pay item:

<b>Contract Item (Pay Item)</b>	<b>Pay Unit</b>
Clearing, Special.....	Lump Sum

The unit price for **Clearing, Special** includes the cost of the following:

1. Removing and disposing of trees less than 6 inches in diameter, brush, shrubs, roots, logs and other vegetation in the road right-of-way;
2. Removing and disposing of existing stumps, regardless of size; and
3. Relocating landscaping items such as boulders, landscaping timbers, and retaining wall blocks to the right-of-way line.

The removal of trees, 6 inches or greater in diameter, will be paid for separately.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**SLOPE RESTORATION, NON-FREEWAY**

C&amp;T:DMG

1 of 3

C&amp;T:APPR:TWK:DBP:04-25-12

**a. Description.** This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

**b. Materials.** The materials and application rates specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. The following materials must be used on this project:

1. Seeding mixture as called for on the plans
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished or Salvaged, 4 inch. Remove any stones greater than 1/2 inch in diameter or other debris from all topsoil.
4. Mulch and Mulch Anchoring, Mulch Blanket and High Velocity Mulch Blanket
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

<b>Property</b>	<b>Test Method</b>	<b>Requirement</b>
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645  
P300 - North American Green, Poseyville, IN (800) 772-2040  
Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273  
PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

**c. Construction.** Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in

subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Areas constructed with the TRM must be installed on prepared (seeded) grades as shown on the plans in strict accordance with the manufacturer's published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Slope Restoration, Type _____	Square Yard

1. Place **Slope Restoration, Type A** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Type A**

includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type A**.

2. Place **Slope Restoration, Type B** parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. **Slope Restoration, Type B** will be measured by area in square yards in place. **Slope Restoration, Type B** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type B**.

3. Place **Slope Restoration, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent or as directed by the Engineer. **Slope Restoration, Type C** will be measured by area in square yards in place. **Slope Restoration, Type C** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and High Velocity Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type C**.

4. Place **Slope Restoration, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent or as directed by the Engineer. **Slope Restoration, Type D** will be measured by area in square yards in place. **Slope Restoration, Type D** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type D**.