

Price Quote for  
Bevens Road Clearing  
0.4 Miles of clearing west of M-24  
Tuscola County  
Board of County Road Commissioners

1733 S. Mertz Rd.  
Caro, MI 48723

Letting Date – September 1<sup>st</sup>, 2022 8:30am

Contractor: \_\_\_\_\_

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

Sign & Print: \_\_\_\_\_

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

Phone & Fax \_\_\_\_\_

Email: \_\_\_\_\_

- Bevens Road Clearing  
LSUM Price \$ \_\_\_\_\_  
Indiansfield Township  
0.4 Miles from M-24 to west to Dead End

Substantial Completion Date: March 31<sup>st</sup>, 2023  
Final Completion Date: May 31<sup>st</sup>, 2023

Signed Insurance Agreement shall be enclosed.

Tuscola County  
Road Commission  
Price Quote  
For  
Clearing west of M-24 to Dead End  
**Bid Submittal**

**Bids are to be submitted on the Road Commission forms in a plainly marked and sealed envelope. No electronic bids will be accepted. Specifications are available online at [www.tuscolaroad.org](http://www.tuscolaroad.org). Please contact Brent Dankert, Tuscola County Highway Engineer at 989-233-7472 or [highwayengineer@tuscolaroad.org](mailto:highwayengineer@tuscolaroad.org) with any questions. No faxed bids accepted. Any addenda must be noted and initialed.**

**If you are interested in bidding and have downloaded plans from the website, please email [highwayengineer@tuscolaroad.org](mailto:highwayengineer@tuscolaroad.org) to be added to the plan holders list to receive any addendums.**

The Contractor has examined the proposal, permits, plans, and the location of the work described here in and is fully informed as to the nature of the work and the conditions relating to its performance.

**General:**

This project includes approximately 2.42 acres of clearing within the right of way and slope restoration. The existing road width varies within the project limits. The quantities are estimated quantities and differing quantities will need to be discussed with the engineer before work begins.

The Contractor hereby proposed to furnish all necessary labor, equipment, and materials to complete the work called out and shown on the plan sheets, for the lump sum price listed, herein described in strict accordance with the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction, and/or such other special provisions and supplemental specifications as may be listed or attached to this proposal.

**Construction:**

Work Schedule:

Work is not allowed to begin until October 1<sup>st</sup>. All clearing work shall be completed by March 31<sup>st</sup>, 2023. Final restoration and substantial grass growth shall be completed by May 31<sup>st</sup>, 2023 unless arranged with Engineer. Once work begins it must continue until the project is completed. Liquidated damages may be assessed at a rate of \$100.00 per day at the discretion of the Engineer.

**Utility Coordination:**

The Contractor is responsible for coordinating all utility relocations as needed. **Note: Miss Dig must be contacted 72 hours prior to start of work.**

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Staking and Material Testing:

The Tuscola County Road Commission will provide construction staking, inspection, and material testing on the project. The contractor shall provide 14 days advance notice prior to beginning work, to allow sufficient time for the ROW to be staked.

***Items of Work bolded and italicized have an attached special provision.***

**Clearing:**

The contractor is responsible for all tree and brush removal and stump grinding/removal within the project limits necessary. All work shall meet the requirements of Section 201 within the MDOT 2020 Standard Specifications for Construction and the attached special provision. The contractor is responsible for coordinating with the landowners when work is occurring on their property. All landowners have first right to their wood once the trees are cut. Landowners must sign a landowner agreement prior to the wood being left outside of the ROW on their property.

Calculation for Clearing Area:

- Length = 0.4 miles => 2,112'
- Width = 66' ROW minus Bevens Rd gravel surface width 16' average => 50'
- Area = 2,112' x 50' = 105,600 sqft => 11,733 syds => 2.42 acres

**Slope Restoration, Non-Freeway:**

Slope Restoration should be completed in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, the *attached Special Provision*, and as modified here. The contractor is responsible for maintaining/repairing the site until permanent vegetation is established. A retainer of up to 10%, at the Engineer's discretion, of the project cost will be held until the project has permanent vegetation. All cost associated with slope restoration shall be included in the lump sum price bid for clearing. All maintained lawn areas shall be restored in accordance with the Special Provision for Type A, B, C, D respectively. All other clearing areas shall be seeded and fertilized.

**Soil Erosion and Sediment Control**

Soil Erosion and Sediment Control (SESC) shall be the responsibility of the contractor and be completed in accordance with the requirements of the Tuscola County Drain Commission and the Tuscola County Road Commission. SESC measures shall be completed in accordance with the Tuscola County Drain Office permit approved for this project. All costs associated with SESC

Tuscola County  
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Price Quote  
For

Clearing west of M-24 to Dead End

measures shall be included in the lump sum price bid. This includes, but is not limited to, silt fence, check dams, sediment traps, temporary seeding, etc.

**Sign Removal and Salvage**

The removal, salvage, and reinstallation of any street signs will be performed by the Tuscola County Road Commission, if necessary.

**Maintaining Traffic:**

Temporary Traffic Control required to close Bevins Road shall be provided by and maintained by the Tuscola County Road Commission. The contractor is required to maintain the barricades on the weekends and after work is complete every night. The contractor is responsible to provide all traffic control devices necessary for delineating the work zone. This includes signage, delineation devices, traffic control regulators. All traffic control items provided by the contractor shall be in accordance with the attached special provision. The contractor is responsible for the project site and shall provide any additional measures needed to separate the public from the work zone. All costs for maintaining traffic control shall be included in the lump sum price bid.

**Documents Attached:**

- Special Provision – TCRC Maintaining Traffic
- Title IV Compliance
- Title VI Compliance
- Agreement
- Special Provision – Tree Removal
- Special Provision – Slope Restoration, Modified
- Typical Cross Section & Plan View

Tuscola County  
Road Commission  
Price Quote  
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Clearing west of M-24 to Dead End

**Payment and Paperwork:**

Liability:

The Contractor, shall at all times, exercise extreme care and shall assume all liability for any damages resulting from his operation and shall hold the Tuscola County Road Commission harmless from any such claims or damages.

The successful bidder must also furnish certificates for policies giving satisfactory evidence of insurance coverage to the minimum extent of \$500,000.00 property damage and \$1,000,000.00 personal liability to insure adequate payment for any damage caused by his operations.

The Contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate that he carries Workmen's Compensation Insurance.

All invoices MUST include the TCRC job number and project location.

Payment:

These projects are quoted on a "NOT TO EXCEED" total basis for all work necessary to complete each project. Payment shall be made by the Tuscola County Road Commission upon receipt of site-specific invoice. Invoice shall be accompanied by all necessary material tickets. The lump sum amount bid shall be payment in full for all labor, materials, and equipment needed to accomplish the work.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS:

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

**The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal that, in their opinion, is in the best interest of Tuscola County.**

TUSCOLA COUNTY ROAD COMMISSION  
TITLE IV COMPLIANCE  
APPENDIX A

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 **Tuscola County Road Commission** 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 this information, the contractor shall so certify to the State highway department, or the Federal 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 **Tuscola County Road Commission** shall 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.
6. **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 issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **Tuscola County Road Commission** 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 **Tuscola County Road Commission** 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.

"The **TUSCOLA COUNTY ROAD COMMISSION**, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non- discrimination in 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, Disadvantaged Business Enterprise firms 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, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A."

Your bid will not be accepted  
unless the enclosed agreement is  
signed and returned with your bid.

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by and between the Board of Tuscola County Road Commissioners and \_\_\_\_\_  
\_\_\_\_\_.

1. I \_\_\_\_\_ hereby agrees to undertake the following work in the status of an independent contractor performing the following job:

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

2. Said contractor, \_\_\_\_\_, shall at all times exercise extreme care and shall assume any and all liability for property damage or bodily injury resulting from the above operation by this employees, agents, assigns, sub-contractors and anyone else acting under his control or direction; and will indemnify, hold harmless and defend the Tuscola County Road Commission, its Commissioners or employees from any and all claims for property damage 01·bodily injury arising out of this Agreement.

3. Said contractor, \_\_\_\_\_, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as an additional insured under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and shall furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project. Additionally, said contractor, \_\_\_\_\_, shall furnish prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of insurance certifying he carries and has in effect worker's compensation insurance on all those required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S. Mertz Rd., Caro, MI 48723.

Witnessed:

\_\_\_\_\_

\_\_\_\_\_  
Board of Tuscola County Road Commissioners

\_\_\_\_\_

\_\_\_\_\_  
Contractor



MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**TREE REMOVAL**

ENV:JDG

1 of 2

APPR:DMG:MJO:06-13-17  
FHWA:APPR:06-14-17

**a. Description.** This work consists of all tree removals or clearing vegetation greater than 3 inches in diameter required for the project as defined in sections 201 and 202 of the Standard Specifications for Construction.

1. Due to the existence of federally protected species, complete all tree removals required for the project between October 1 and March 31 for all projects located in the counties shown on the map included in this special provision as having both Indiana bats (IB) and Northern Long Eared bats (NLEB).

2. In the counties shown on the map included in the special provision as having NLEB only, tree removal can be done at any time during the year.

**b. Materials.** None specified.

**c. Construction.** The work must be conducted in accordance with sections 201 and 202 of the Standard Specifications for Construction.

**d. Measurement and Payment.** Clearing or tree removal will be paid for according to subsections 201.04 and 202.04 of the Standard Specifications for Construction and applicable special provisions.

If the project is in a county shown on the map as having NLEB bats only, payment will be in accordance with subsections 201.04 and 202.04 of the Standard Specifications for construction.

If the project is in a county shown on the map as having both IB and NLEB the work must be conducted between October 1 and March 31. If the work is not completed within this timeframe, and additional environmental evaluation is required, the Contractor may face penalties from paying any additional costs and being assessed liquidated damages up to being held in default of the contract.



Figure 1

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

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

RSD:JLB

1 of 3

APPR:DMG:KJS:05-13-20

**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. Ensure turf establishment is 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. Use the following materials 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/or 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:

<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
Mass/Unit Area	ASTM D6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D4355/D4355M	80 percent
Tensile Strength (MD)	ASTM D6818	165 lbs/ft

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

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.** Ensure construction methods are 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, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is 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. Place mulch blanket and high velocity mulch blanket in accordance with subsection 816.03.G of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Install areas constructed with the TRM on prepared (seeded) grades as shown on the plans in accordance with the manufacturer's published installation guidelines. Anchor the top edge of the TRM in a minimum 6 inch deep trench. Operation of equipment on the slope is prohibited 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 pay 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, 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.I 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 items:

Pay Item	Pay Unit
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 installing topsoil surface, furnished or salvaged; fertilizer, chemical nutrient, class A; seeding mixture; and mulch and mulch anchoring.

2. Place **Slope Restoration, Type B** parallel (8 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 installing topsoil surface, furnished or salvaged; fertilizer, chemical nutrient, class A; seeding mixture; and mulch blanket.

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 installing topsoil, furnished or salvaged; fertilizer, chemical nutrient, class A; seeding mixture; and high velocity mulch blanket.

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 installing topsoil, furnished or salvaged; fertilizer, chemical nutrient, class A; seeding mixture; and TRM.

TUSCOLA COUNTY ROAD COMMISSION  
"AN EQUAL OPPORTUNITY EMPLOYER"

SPECIAL PROVISION FOR  
MAINTAINING TRAFFIC

1 of 1

GENERAL

Traffic shall be maintained in accordance with Sections 812 and 922 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, including any Supplemental Specifications, and as herein specified.

CONSTRUCTION INFLUENCE AREA

The construction influence area (CIA) shall consist of the width of the project right-of-way from 3,500 feet before the project P.O.B. to 3,500 feet beyond the project P.O.E. and 500 feet in all directions along all cross roads.

TRAFFIC CONTROL DEVICES

All traffic control devices and their usage shall conform to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), 2011 edition as amended, and as herein specified.

Sign covers shall be placed over existing regularly, warning and construction signs that are not applicable during construction.

Signing for a lane closure shall be according to attached MDOT Maintaining Traffic Typical Figure MO I 50a. The use of the speed limit signs, R 2-1, will be as needed.

Sheeting shall conform to section 922.028 of the 2012 Standard Specifications for Construction. Engineer grade reflective sheeting must meet the requirements for ASTM D 4956 Type I engineer grade sheeting.

TRAFFIC RESTRICTIONS

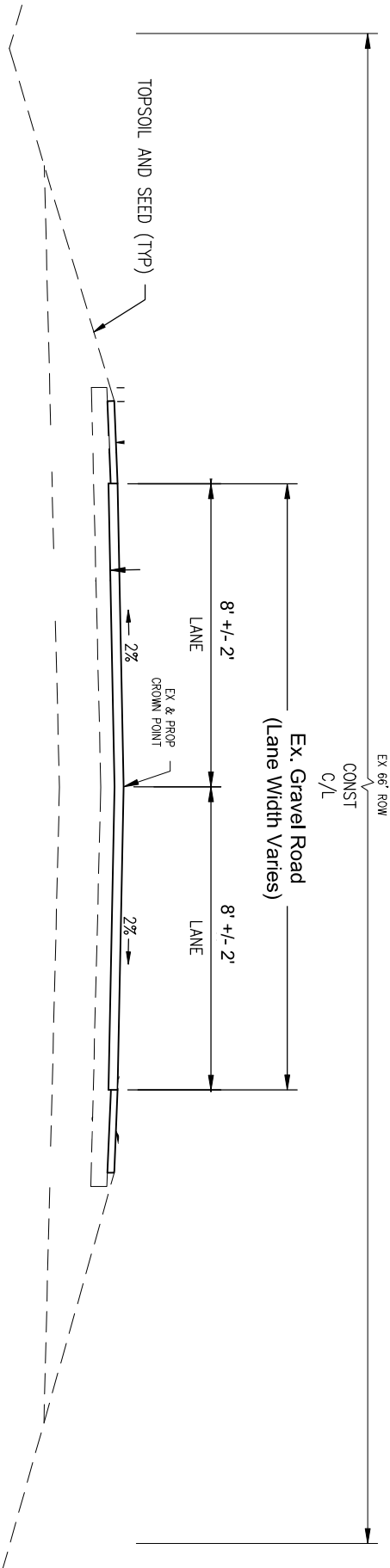
Work shall be conducted during daylight hours only. No work shall be conducted on Sundays unless approved by the Engineer.

The maximum distance between the traffic regulators shall be no more than 2 miles in length. All sequences of more than 2 miles in length will require written permission from the Engineer before proceeding.

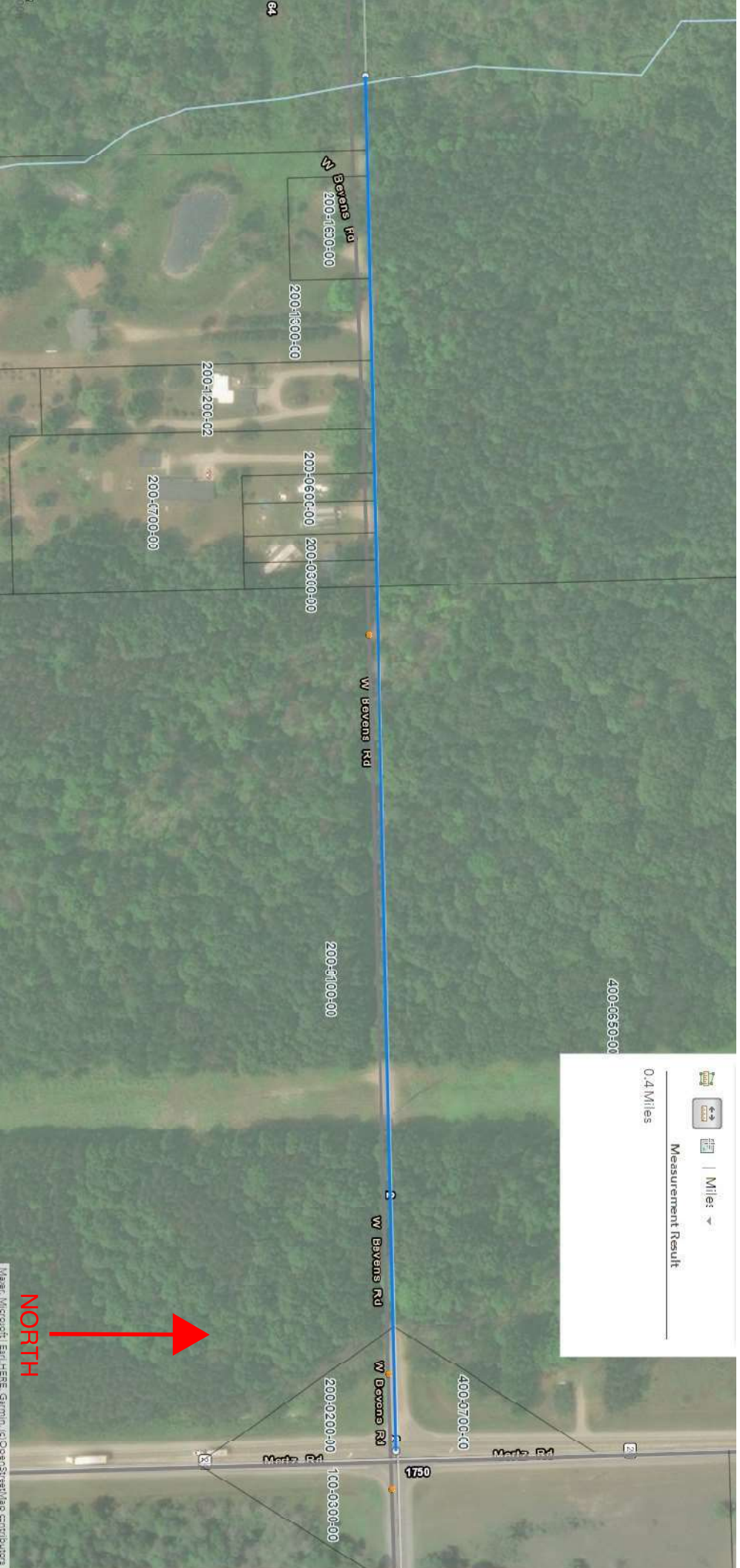
PAYMENT

Payment for Maintaining Traffic shall be included in other Bid unit prices. There will be no separate payment for Maintaining Traffic.

Clearing Limits



PROPOSED TYPICAL  
CROSS SECTION



**Bevens Road**  
From M-24 0.4 miles west to dead end  
Indianfields Township, Tuscola County  
Section 15 and 22