

INVITATION TO BID

BID DATE: 2/17/2023

PLEASE REFER TO BID NO. 2023-033

**QUOTE NOT LATER THAN: 03/22/2023 BY 9:00 AM
(EST)**

TO:
VENDOR NAME:
ADDRESS:

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

CONTACT:
TELEPHONE #:
EMAIL:

**PLEASE INDICATE "BID NO. 2023-033" ON OUTSIDE OF SEALED ENVELOPE TO INSURE PROPER
BID PLACEMENT.** DELIVERY REQUIREMENTS: AS PER SPECIFICATIONS

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

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

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

QUANTITY	DESCRIPTION	PER M PRICE	TOTAL
	<p>PURSUANT TO MICHIGAN PUBLIC ACT 517 OF 2012, AN IRAN-LINKED BUSINESS IS NOT ELIGIBLE TO SUBMIT A BID FOR THIS RFP. FURTHER, EACH BID SUBMISSION <u>MUST</u> INCLUDE WRITTEN CERTIFICATION BY THE BIDDER THAT THE BIDDER IS NOT AN IRAN LINKED BUSINESS (SEE ATTACHED FORM). A BID SUBMISSION WITHOUT THE REQUIRED WRITTEN CERTIFICATION MAY BE REJECTED AS INCOMPLETE AND VIOLATIVE OF LAW. A SUSTAINED DETERMINATION BY THE COUNTY THAT A BIDDER HAS SUBMITTED A FALSE CERTIFICATION OF BEING AN IRAN LINKED BUSINESS MAY RESULT IN THE CANCELLATION OF AN EXISTING CONTRACT, A CANCELLATION OF INTENT TO ENTER INTO A NEW CONTRACT, AND/OR REPORTING OF THE BIDDER TO THE STATE ATTORNEY GENERAL, AND POSSIBLE FINES AND COSTS, AND BAR FROM FURTHER BIDDING ON COUNTY RFP'S FOR AN ADDITIONAL 3 YEARS, AS PROVIDED UNDER P.A. 517 OF 2012.</p> <p>MEMBER OF HPS (HOSPITAL PURCHASING SERVICES), STATE OF MICHIGAN MIDEAL PURCHASING PROGRAM, AND NATIONAL JOINT POWERS ALLIANCE</p> <p>ANY QUESTIONS REGARDING BID SPECIFICATIONS, PLEASE CONTACT Michael Juengling at 269-925-1196 ext 4424 or mjuengling@bcroad.org</p> <p>ALL OTHER QUESTIONS REGARDING THE BID PROCESS, PLEASE CONTACT THE PURCHASING DEPT. AT 269-983-7111 EXT. 8295</p>		

Jake Litaker

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

BIDDERS NAME: _____

BIDDERS PHONE NUMBER: _____

BID DATE: _____



BERRIEN COUNTY

ROAD DEPARTMENT

PROPOSAL AND SPECIFICATIONS

FOR

**SPECIALTY PAVEMENT MARKINGS
APPLICATION PROGRAM**

**Purchasing Department
County of Berrien, Michigan
Administration Center
701 Main Street
Saint Joseph, MI 49085
1-269-983-7111
www.berriencounty.org**

BERRIEN COUNTY ROAD DEPARTMENT

GENERAL SPECIFICATIONS

General Specifications

Except as hereinafter provided by Supplemental Specifications, Special Provisions or Specifications, 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

1.01.02 Definitions:

Department - The Board of County Commissioners of the County of Berrien, Michigan.

Road Department - The Berrien County Road Department

1.04.02 - Changes in Quantities, Plans or character of Work

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

1.07.08 b2. - Owners Protective Liability Policy covering bodily injury and property damage protection shall be furnished to the Department.

1.08.02 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 schedule, in which case the progress schedule shall govern. He shall prosecute the work in order given in the progress schedule, with 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 schedule, 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.

1.09.08 Partial Payment - **PAYMENT WILL BE MADE IN FULL IN NOT MORE THAN THREE (3) PARTIAL PAYMENTS, SUCH PARTIAL 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 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 (Continued)

Cancellation of Contract Provisions:

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

The Department'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 Department'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 Department'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 of the 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 Department, 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 manner 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.

TITLE VI

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

TITLE VI CONTRACT REQUIREMENTS:

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

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

BERRIEN COUNTY ROAD DEPARTMENT

TITLE VI

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

BERRIEN COUNTY ROAD DEPARTMENT

TITLE VI

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BERRIEN COUNTY ROAD DEPARTMENT

SUPPLEMENTAL SPECIFICATIONS (Continued)

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.

Renewal Option for 2024-2025

The contract resulting from this solicitation shall be in effect for a one year period commencing on the date of contract execution and continuing for twelve (12) calendar months, subject to availability of funds and may be renewed for two (2) additional twelve (12) calendar month periods at the option of the Berrien County Road Department. The successful bidder may elect not to extend the contract if requested to by the Berrien County Road Department.

Insurance

The Contractor, prior to the execution of the contract, shall file with the Road Department a Certificate or Certificates of Insurance form satisfactory to the Road Department showing that he/she has complied with the Road Department Insurance Requirements dated July 3, 1986.

BERRIEN COUNTY ROAD DEPARTMENT

Description of Work

Work under this contract shall consist of furnishing and applying uniformly reflectorized pavement markings of the type specified herein and at the specific locations designated by the Road Department. The markings shall consist of 24 inch stop bars, 12 inch transverse crosswalk bars (i.e. "continental" style), thru arrow symbols, right arrow symbols, left arrow symbols, right or left-thru combination arrow symbols, "ONLY" legends, "SCHOOL" legends, and railroad crossing symbols (which include two 24 inch bands, top and bottom **and** the 24 inch stop bar at the tracks). At most locations the work will entail the application of new material to existing but faded or worn pavement markings. New pavement marking layout and application will also be a part of this contract.

Materials

All materials for the work included in this contract shall be white lead-free regular dry or waterborne paint with glass beads added for reflectivity. Paint and glass beads shall meet or exceed MDOT standard and supplemental specifications for both material and application rates and must be from certified material. Also included is a section for Preformed Thermoplastic Pavement Markings that are to follow state and federal dimension guidelines and be at least 125 mils in thickness.

The Road Department shall have the right to inspect any material to be used in carrying out the terms of this contract.

The Road Department does not assume any responsibility for the contracted quality and standards of all materials, equipment, components, or completed work finished under this contract.

Any such materials, equipment, components, or completed work which do not comply with the Michigan Manual of Uniform Traffic Control Devices, MDOT, or Road Department specifications or State codes may be rejected by the Road Department and shall be replaced by the Contractor at no cost to the Road Department.

Method of Payment

Payment for work performed under this contract will be in feet of line placed for 24 inch stop bars and 12 inch crosswalk bars; and per each legend or symbol placed for right, left, thru and combination arrow symbols, "ONLY" legends, "SCHOOL" legends and railroad crossing symbols **complete**. Railroad symbols complete shall include the two 24 inch bands and the 24 inch stop bar at the tracks.

BERRIEN COUNTY ROAD DEPARTMENT

Locations

Berrien County consists of 22 townships in approximately 585 square miles in area. The County maintains approximately 1500 centerline miles of public roadway. Specialty pavement markings are located throughout the county and are located in both urban and rural areas. Several intersections have pavement markings in the form of 24 inch stop bar and 12 inch crosswalk bars. Other intersections only have the 24 inch stop bar. Arrow symbols and “ONLY” legends will generally be found at signalized intersections or intersections with exclusive turn lanes. Arrow symbols will also be found at intervals along continuous center left turn lanes. “SCHOOL” legends will be found mostly on the primary and secondary roads near schools. Railroad crossing symbols complete will be found on approaches to at grade railroad crossings. The Road Department will provide the successful contractor with maps indicating the locations where the work will be performed.

Construction Methods

The method of application and application rates of pavement marking materials for work under this contract shall be in conformance with MDOT standard and supplemental specifications. The Contractor shall be responsible for cleaning the pavement immediately prior to the application of pavement markings.

Pavement marking paint shall be applied uniformly at the rates indicated in MDOT specifications. Glass beads for reflectorization shall also be applied uniformly at the rates indicated in MDOT specifications.

Traffic Control

The Contractor shall be responsible for the proper protection of the work, tools, equipment, materials, workmen, etc., at all times until final acceptance of the work under this contract. The Contractor shall be responsible for providing the necessary barricades, cones, signs, lights, flagmen and other traffic control devices as required to protect and maintain traffic and to protect workers and pavement markings while work is in progress. Traffic control shall be in accordance with current MDOT standard and supplemental specifications and the MMUTCD.

On all streets, unless otherwise directed, only one-half of the roadway can be closed for painting at any one time. The other half of the roadway cannot be painted until the first half is completely dry. The area to be painted shall be barricaded with traffic cones. The cones shall not be removed until the paint is thoroughly dry. Cones shall be spaced at five-foot intervals on both sides of the work area (minimum of six cones per location). The Contractor shall have an ample supply of cones for the anticipated day’s work. Whenever possible, one lane of traffic shall be maintained in each direction on multi-lane roadways. One lane with flag control on two-lane roadways will be required.

All traffic control devices necessary for proper traffic control as specified shall be included in the bid items.

BERRIEN COUNTY ROAD DEPARTMENT

Construction Schedule and Coordination

Prior to the beginning work on this contract, the Contractor shall contact the Road Department to establish an acceptable progress schedule. The Contractor shall submit a schedule which, at a minimum, will detail the start and completion dates and the anticipated quantities of pavement markings which will be applied during a typical work day. All work should begin as soon as weather and the Contractor's schedule allows.

The Contractor shall be responsible for coordinating with the Road Department throughout the course of the contract. At a minimum, the Contractor shall contact the Road Department daily while the work is in progress to inform as to what locations were completed that day and what locations are anticipated for completion on the next day.

All school zone work which includes cross walks, school symbols, and stop bars shall be completed by **August 1, 2021**. In addition all Railroad Crossings shall be completed by **September 1, 2021**.

All work in this contract shall be completed by November 15, 2021. The Contractor shall schedule the work to accommodate this completion date. In the event that night, early morning, weekend, or overtime work will be required to meet this completion date, no additional compensation will be allowed. All work done shall be incorporated in the unit prices of this contract without regard to when it is performed.

Removal of Rubbish

The Contractor shall remove all rubbish and accumulated materials due to construction. All streets and roadways shall be kept clean and free of debris at all times.

Inspection of Work

The Road Department will maintain inspectors on the job who shall at all times have access to the work.

Quantities

The quantities shown on the proposal are estimates only, and are subject to increase or decrease. No guarantee of maximum or minimum is given.

Intent

It is the intent of these specifications to provide for all labor, materials, tools and equipment

BERRIEN COUNTY ROAD DEPARTMENT

Intent (Con't)

necessary to perform in a good workmanlike manner for the Road Department, as delineated and specified herein. All labor, materials, tools and equipment, including traffic control, necessary to perform work in this contract as specified shall be included in the unit prices of this contract.

Award

It is the intention of the Road Department to award the work under this contract to the contractor which can provide the most favorable combination of qualification and cost. Past work performance, product quality, as well as current references will be considered. Toward that end, the Road Department reserves the right to accept or reject any or all bids in the best interest of the Road Department, as determined by the Road Department.

Guarantee

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials or work which shall fail to function or perform or which shall be found defective without cost to the Road Department.

BERRIEN COUNTY ROAD DEPARTMENT

PROJECT: **2023 Specialty Pavement Markings Program**

ITEMIZED UNIT PRICE SCHEDULE

<u>Quantity</u>	<u>Item Of Work</u>	<u>Unit Price Bid</u>	<u>Amount</u>
6700 ft	24 Inch Stop Bar	\$ _____	\$ _____
6300 ft	12 Inch Trans. Crosswalk Bar	\$ _____	\$ _____
90 Each	Right Arrow Symbol	\$ _____	\$ _____
150 Each	Left Arrow Symbol	\$ _____	\$ _____
6 Each	Left/Right Thru Arrow	\$ _____	\$ _____
150 Each	“Only” Symbol	\$ _____	\$ _____
8 Each	Large Merge Arrow	\$ _____	\$ _____
4 Each	“School” Legend	\$ _____	\$ _____
110 Each	Railroad Symbols Complete	\$ _____	\$ _____
1000 ft	Parking Lines	\$ _____	\$ _____
500 ft	Miscellaneous Grinding 4” Line	\$ _____	\$ _____
200 ft	24” Stop Bar Cold Plastic	\$ _____	\$ _____
200 ft	12” Crosswalk Bars Cold Plastic	\$ _____	\$ _____
5 Each	Turn Arrow 8’ –Left Cold Plastic	\$ _____	\$ _____
5 Each	Turn Arrow 8’ –Right Cold Plastic	\$ _____	\$ _____
10 Each	“ONLY” Legend 8’ Cold Plastic	\$ _____	\$ _____

Total Bid \$ _____

Signed _____
Bidder

Date _____

BERRIEN COUNTY ROAD DEPARTMENT

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 **BERRIEN COUNTY ROAD DEPARTMENT** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the **BERRIEN COUNTY ROAD DEPARTMENT** shall 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.

BERRIEN COUNTY ROAD DEPARTMENT

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 issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **BERRIEN COUNTY ROAD DEPARTMENT** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **BERRIEN COUNTY ROAD DEPARTMENT** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

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

All bidders must submit the following certification statement in compliance with Public Act No.517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid; bidders may file a certification statement with the County of Berrien that confirms compliance for all bids submitted in fiscal year 2023. By submitting this form to the County of Berrien, you are confirming that you are in compliance with the Act in relation to the submitted bid(s). **The County of Berrien shall not accept a bid unless, and until, this sworn and notarized certification statement is submitted to the County of Berrien either as an attachment to a given bid, or, as filed with the County of Berrien to confirm compliance during fiscal year 2023.** A certification statement filed with the County of Berrien for fiscal year 2023 will only be effective for bids submitted and dated from 1/1/23 to 12/31/23. The completed form will be kept on file in the purchasing department. The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the compliance certification requirement provided in the County of Berrien Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract. The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the County of Berrien's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER:

Name of Bidder

By: _____

Its: _____

Date: _____

STATE OF _____)

)ss

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

BERRIEN COUNTY ROAD DEPARTMENT

HOLD HARMLESS

This Agreement made this _____ day of _____, 20____ by and between the Berrien County Road Department and the Board of County 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:

**2023-2025 Specialty Pavement Markings Application
Program**

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 Berrien County Road Department 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