

**BERRIEN COUNTY ROAD DEPARTMENT**

**PROPOSAL AND SPECIFICATIONS FOR  
UNDERWATER BRIDGE INSPECTION SERVICES**

# BERRIEN COUNTY ROAD DEPARTMENT

## **SCOPE OF SERVICES FOR BRIDGE DESIGN SERVICES**

The Berrien County Road Department is requesting Design Engineering Proposals for the replacement of the following structures funded through the Michigan Department of Transportation (MDOT).

The Berrien County Road Department shall be responsible for construction engineering and construction contractual obligations and overall project management. Consultant selection will be based on qualifications, capability, proposed progress schedule, availability, person hours and level of effort.

### **TOPOGRAPHIC SURVEY SCOPE**

The Consultant shall collect all existing data available for this structure to prepare a base map of the project site. This would include the use of Aerial Photography, State, Township, and Private Utility Service Maps, Zoning Maps, Records of the Register of Deeds, Drain Department Maps, and any other available information. The Consultant shall perform all required site surveys to establish existing and/or proposed road alignment, all right of way and adjacent property lines, drive locations, storm drain, channel sections, road sections, benchmark elevations, existing topographic information and all other existing features required for use in other scope of services selections.

### **PRELIMINARY DESIGN SCOPE**

The Consultant shall develop preliminary design documents in accordance with the information obtained in the topographic survey scope. The purpose of this phase is to prepare preliminary drawings following MDOT type, size and location procedures, permits, calculations, specifications and cost estimates as necessary to define the project limits, right of way requirements, and all other information necessary for a grade inspection with the MDOT. The information developed during the preliminary design phase shall be submitted to the MDOT for Grade Inspection including preliminary structure design, bituminous pavement design, hydraulic design, road plan and profile, traffic control, and special provisions.

# BERRIEN COUNTY ROAD DEPARTMENT

## **FINAL DESIGN ENGINEERING**

The final design engineering shall include all plans, details, specifications and cost estimates required by the Berrien County Road Department, MDOT, Michigan Department of Environmental Quality and other agencies for construction. The final design engineering shall be submitted to the MDOT for bidding.

**SOIL BORINGS – To be done by others after the Preliminary Design has been approved.**

**ASBESTOS TESTING- To be done by others during the preliminary design phase.**

It is proposed that a contract will be entered into as a result of the Request for Design Services, it will be based on a salaried cost times multiplier plus non-salaried expense with a specific not to exceed maximum fee. The Berrien County Road Department reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is in the best interest of the Berrien County Road Department.

The Road Department is considering Advance Contracting the bridge. Please base the proposal on submitting Final Plans late this Fall, 2018.

For any questions regarding the proposal, please contact Brian Berndt, PE, PS County Highway Engineer at 269-925-1196 Ext. 4407 of [bberndt@bcroad.org](mailto:bberndt@bcroad.org). 2860 E. Napier Ave, Benton Harbor, MI 49022.

# BERRIEN COUNTY ROAD DEPARTMENT

## **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 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:

# BERRIEN COUNTY ROAD DEPARTMENT

## TITLE VI – Page 2

- (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 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.

