

**INVITATION  
TO BID**

BID DATE: 06/13/19

**PLEASE REFER TO BID NO. 2019-059**

**QUOTE NOT LATER THAN: 06/26/2019 BY 4:00 PM  
(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. 2019-059" 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	UNIT PRICE	TOTAL
	<b><u>REQUEST FOR BID ON THE FOLLOWING:</u></b>		
	COUNTYWIDE TREE REMOVAL		
	PLEASE SEE ATTACHED SPECIFICATIONS		
	<b><u>TOTAL COST OF PROJECT :</u></b>		
	<b><u>PLEASE SEND TWO (2) COPIES OF BID PROPOSAL</u></b>		

QUANTITY	DESCRIPTION	UNIT 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, <b>EACH BID SUBMISSION MUST INCLUDE WRITTEN CERTIFICATION BY THE BIDDER THAT THE BIDDER IS NOT AN IRAN LINKED BUSINESS (SEE ATTACHED FORM).</b> 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 KEVIN STACK AT 269-925-1196 EXT. 4421 OR <a href="mailto:kstack@bcroad.org">kstack@bcroad.org</a></p> <p>ALL OTHER QUESTIONS REGARDING THE BID PROCESS, PLEASE CONTACT THE PURCHASING DEPT. AT 269-983-7111 EXT. 8020</p>		

*Cheri Vance*

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CHERI VANCE  
 ACCOUNTING COORDINATOR  
 PHONE: 269-983-7111 EXT. 8020  
 ([cvance@berriencounty.org](mailto:cvance@berriencounty.org))  
 FAX #: 269-982-8668

BIDDERS NAME: \_\_\_\_\_

BIDDERS PHONE NUMBER: \_\_\_\_\_

BID DATE: \_\_\_\_\_

# **BERRIEN COUNTY ROAD DEPARTMENT**

**PROPOSAL AND SPECIFICATIONS**

**FOR**

**TREE AND STUMP REMOVAL**

**AND**

**TREE TRIMMING**

# BERRIEN COUNTY ROAD DEPARTMENT

## GENERAL SPECIFICATIONS

The Berrien County Road Department will provide a “Work Order for Tree Removal” and Purchase Order for work sites. (see enclosed sample)

If the property owners want the wood from the tree or trees the contractor will leave the wood in accordance with Section 202 of specifications. The Road Commission will indicate on the “Work Order for Tree Removal” if the abutting property owner wants or does not want the wood.

If the property owners do not want the wood, as indicated on the “Work Order for Tree Removal” form, the Contractor is responsible for removing all the wood from the work site.

Tree Removal or Tree Trimming will be completed within thirty (30) days of receipt of purchase order. Failure to comply with the thirty (30) day provision will **result in loss of contract with the Berrien County Road Department.**

The Road Department has divided the county into two (2) areas. (see enclosed map) A contractor may bid upon one (1) or both areas. (See enclosed Itemized Unit Price Schedule)

Except as hereinafter provided by Supplemental Specifications or Special Provisions, the method and manner of performing the work and the quantities and qualities of materials to be furnished under this contract shall be in strict accordance with the current Michigan Department of Transportation Standard Specifications for Construction.

## SUPPLEMENTAL SPECIFICATIONS

1.01.03 Definitions:

COMMISSION: The Berrien County Road Department

SUPERINTENDENT: The Maintenance Superintendent designated by the Department to have authority over all County Roads in a particular area.

PROTECTION OF TRAFFIC AND THE WORK – Unless otherwise provided in the Special Provisions or by authorizations, the Contractor shall furnish, erect and maintain all barricades, signs and incidental lighting in accordance with the requirements of the Standard Specifications and the Michigan Manual of Uniform Traffic Control Devices at each end of the project and at the intersections of all roads, streets and alleys. The costs involved will be considered incidental to the project.

# BERRIEN COUNTY ROAD DEPARTMENT

## SPECIAL PROVISIONS

In lieu of the Performance Bond and Lien Bond, the Road Department will withhold any payment until at least 50% of the work is completed, and payment for 50% of the contract work will be withheld until 100% of the work is satisfactorily completed.

Health and Safety Requirements – The Contractor shall comply with all Federal, State, and local laws and regulations governing construction methods and the furnishing and use of all safeguards, safety devices, protective equipment, and pollution controls. It shall be the Contractor’s responsibility to protect, as reasonably necessary, the life and health of all personnel on the job, the safety and health of the public, and to protect property during the construction of the project.

107.07 Protection and Restoration of Property – The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may after 48 hours written notice to the Contractor proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

Land monuments and property corners shall not be moved or otherwise disturbed, except as directed by the Superintendent.

107.10 (a) Damage Liability and Insurance – The Contractor shall save harmless and indemnify the Berrien County Road Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

(b) Workmen’s Compensation Insurance – The Contractor, prior to the execution of the contract, shall file a certifications that he carries Workmen’s Compensation Insurance.

(c) Bodily injury and Property Damage – The Contractor, prior to execution of the contract, shall file with the Road Commission copies of completed certificates of insurance, as evidence that he carries 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 and during the progress of the work, and its completion and where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. Bodily Injury and Property Damage other than Automobile – Unless otherwise specifically required by special provisions in the Proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury Each Person	Liability Each Occurrence	Property Damage Each Occurrence	Liability Aggregate
\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000

Such insurance shall include, but not be limited to, coverage for: (a) Underground Damage to facilities due to drilling and excavating with mechanical equipment; and (b) Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pipe driving, cofferdam work, or building or demolition.

# BERRIEN COUNTY ROAD DEPARTMENT

2. Bodily Injury Liability and Property Damage Liability Automobiles – Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Each Person	Liability Each Occurrence	Property Damage Liability Each Occurrence
\$1,000,000	\$1,000,000	\$1,000,000

Notice – The Contractor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30 Day Prior Written Notice to the Road Commission. All such insurance must include an endorsement whereby the insurer shall agree to notify the Road Commission immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

## REMOVING TREE AND STUMPS

Section 202 Description – This work shall consist of removing trees or removing stumps where indicated by the Superintendent, and shall include cutting such trees, removing stumps and roots from the ground or chipping the stumps and properly disposing of the material.

Section 202.03 Construction Methods – the trees, stumps and roots and debris shall be removed and disposed of as follows:

Where removal of a stump may result in damage to existing utilities, the stump shall be removed by chipping to a depth of at least one foot below the finished ground surface. Other stumps may be removed by chipping where approved by the Superintendent.

When the stump or stumps are removed by the chipping method, the wood chips from the chipping are to be removed and disposed of properly and the area where the stump has been removed is to be filled with topsoil. Grass seed to be placed over the topsoil area.

Where feasible, the trees shall be felled toward the center of the area to be cleared, Where trees cannot be felled without danger to traffic or injury to other trees, structures or property, they shall be cut down in sections.

Any trees or shrubs that are damaged by the Contractor's operations shall be repaired or replaced by the Contractor, as directed by the Superintendent.

Salvaging Timber – Trees having a diameter of 6" inches or more, are classified as merchantable timber. The Contractor will not be required to salvage any timber having a least diameter of less than 6" inches not to cut timber in lengths less than 8 feet.

- a. On Right of Way Easements – When requested in writing by the abutting property owner all merchantable timber shall be cut and piled outside of the right of way for use of the abutting property owner. Where an abutting property owner has not signed such a request, the salvaged timber will become the property of the Contractor and shall be disposed of at his expense. Timber from 4 to 12 inches in diameter may be left in full tree lengths or cut into commercial lengths, at the option of the Contractor. Timber 12 inches or more in diameter shall be cut into commercial lengths and piled separately from other timber.

# BERRIEN COUNTY ROAD DEPARTMENT

Disposing of Unsalvaged Material – All stumps, roots, logs, brush, limbs, tops, and other debris resulting from the clearing and grubbing shall be disposed of by one of the following methods:

1. By reducing the material to chips by processing through a brush chopping machine.
2. By disposing of the material in an area approved by the Superintendent.

When a brush chopping machine is used, the chips shall be disposed of outside of the roadway or stored for use as mulching material, in a manner approved by the Superintendent. When approved by the Superintendent in writing, chips may be disposed by burying within the right of way.

When material is disposed of outside of the right of way, the disposal area shall be approved by the Superintendent and the Contractor shall obtain and file with the Berrien County Road Department written permission from the owner of the property upon which the material is to be placed.

Method of Measurement – The size of trees will be determined by the average diameter of the tree trunk, measured to the nearest full inch, at a point 4-1/2 feet above the base of the tree at ground line. Trees having no major limbs lower than 4-1/2 feet from the ground shall be measured at the smallest diameter below such limbs.

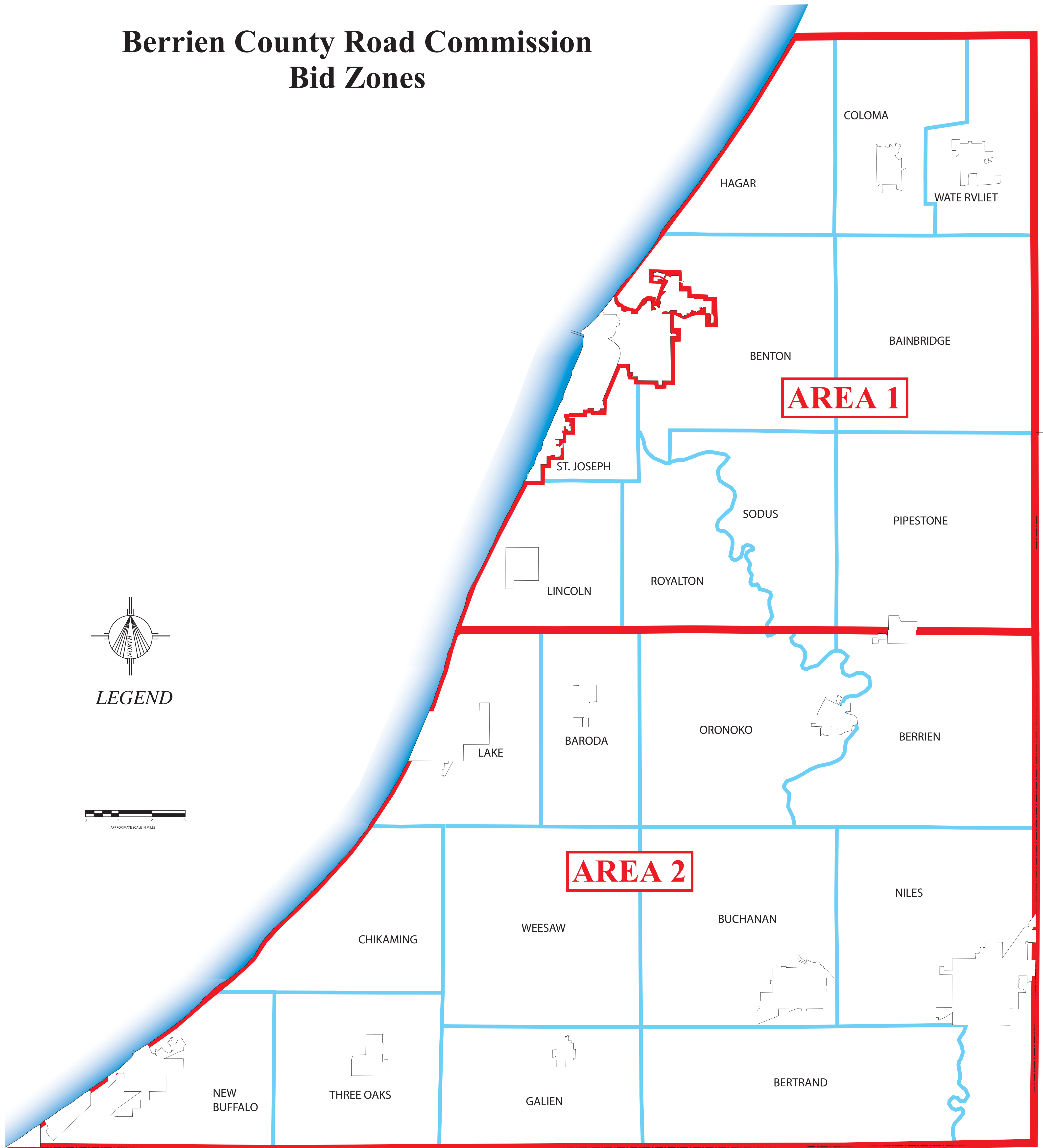
Stumps which are shown on the plans as trees, and stumps shown on the plans or authorized to be removed will be measured as the average diameter of the top of the stump. Measurement will be to the nearest full inch.

Where more than one tree has grown from a common stump, each tree or stump will be measured as a separate tree or stump.

Basis of Payment – The completed work as measure red for REMOVING TREE AND STUMPS will be paid for at the contract unit price for the following contract items (pay items);

PAY ITEM	PAY UNIT
Removing Trees, 8-18"	Each
Removing Trees, 19-36"	Each
Removing Trees, 37-48"	Each
Removing Trees, 49-60"	Each
Removing Trees, 61" or larger	Each
Removing Stumps, 8-18"	Each
Removing Stumps, 19-36"	Each
Removing Stumps, 37-48"	Each
Removing Stumps, 49-60"	Each
Removing Stumps, 61" or larger	Each
Tree Trimming	Per Hour

# Berrien County Road Commission Bid Zones



May, 2013



**BERRIEN COUNTY ROAD DEPARTMENT**

**TREE AND STUMP REMOVAL  
AND TREE TRIMMING**

**NAME AND ADDRESS OF BIDDER**

Signed \_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Terms \_\_\_\_\_

Date \_\_\_\_\_

**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 2019. 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 2019.** A certification statement filed with the County of Berrien for fiscal year 2019 will only be effective for bids submitted and dated from 1/1/19 to 12/31/19. 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:

### TREE AND STUMP REMOVAL AND TREE TRIMMING

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Department, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Board of Berrien County Commissioners, the Berrien County Road Department; their Officers, Agents and Employees as an additional named insured with policy limits of:

Bodily Injury and Property Damage Liability:

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

Statutory Workmen's Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Berrien County Road Department

# BERRIEN COUNTY ROAD DEPARTMENT

## 1.10 EQUIPMENT LIST

In order to provide a comparison of bids for Proposal the Bidder will fill in the following list of equipment they intend to use in each of the respective operations. The listed equipment shall include high lift personnel bucket, its carrier, front end loader, brush chipper, stump chipper, truck and such other major equipment they propose to use in their rental schedule as follows:

### TO TRIM TREES:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### Carrier for Above:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### TO REMOVE AND DISPOSE OF TRUCK, LIMBS AND BRUSH:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### BRUSH CHIPPER:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### FRONT END LOADER:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### TO REMOVE AND DISPOSE OF STUMPS:

### BACKHOE:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### FRONT END LOADER

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

### DUMP TRUCK:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

# BERRIEN COUNTY ROAD DEPARTMENT

## 1.10 EQUIPMENT LIST (Cont'd)

TO GRIND TOP OF STUMPS AND DISPOSE OF CHIPS:

STUMP GRINDER:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

DUMP TRUCK

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

NOTE: The High-Lift Aerial Personnel Bucket shall be electronically evaluated on an annual basis. This dielectric test shall be in accordance with ANSI A92.2 1990 Table 2 & C Class 46 & below.

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# BERRIEN COUNTY ROAD DEPARTMENT

## BIDDING PROPOSAL

### TREE AND STUMP REMOVAL AND TREE TRIMMING

The undersigned having thoroughly familiarized himself/herself with the work site and the local condition affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform everything required to be performed and except as may be otherwise provided to furnish all the equipment, labor, materials, necessary tools, expendable equipment and all utility transportation services necessary to complete in a workmanlike manner all the work required to property and adequately perform the work.

Signed \_\_\_\_\_

By \_\_\_\_\_

In case the bidder is a co-partnership, each member must sign this proposal.  
In case the bidder is a Corporation this proposal must be executed by its duly authorized officials in accordance with its articles of incorporation and a certified copy of such articles must be attached hereto.

# BERRIEN COUNTY ROAD COMMISSION

P.O. BOX 768  
 BENTON HARBOR, MICHIGAN 49022  
 TELEPHONE 925-1196  
 TOLL FREE FROM 269 AREA 1-800-442-0734

PROJECT: TREE REMOVAL AND/OR TREE TRIMMING

## AREA 1

### ITEMIZED UNIT PRICE SCHEDULE

QUANTITY	ITEM OF WORK	UNIT PRICE BID	AMOUNT
10	Removing Trees, 8-18"		
10	Removing Trees, 19-36"		
9	Removing Trees, 37-48"		
3	Removing Trees, 49-60"		
2	Removing Trees, 61" & Larger		
10	Removing Stumps, 8-18"		
10	Removing Stumps, 19-36"		
9	Removing Stumps, 37-48"		
3	Removing Stumps, 49-60"		
2	Removing Stumps, 61" or Larger		
Per Hour	Tree Trimming		
<b>PRICES TO REMAIN FIRM THRU 07/23/2019</b>			

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

SIGNED \_\_\_\_\_

BIDDER

DATE \_\_\_\_\_

# BERRIEN COUNTY ROAD DEPARTMENT

P.O. BOX 768  
 BENTON HARBOR, MICHIGAN 49022  
 TELEPHONE 925-1196  
 TOLL FREE FROM 269 AREA 1-800-442-0734

PROJECT: TREE REMOVAL AND/OR TREE TRIMMING

AREA 2

## ITEMIZED UNIT PRICE SCHEDULE

QUANTITY	ITEM OF WORK	UNIT PRICE BID	AMOUNT
10	Removing Trees, 8-18"		
10	Removing Trees, 19-36"		
9	Removing Trees, 37-48"		
3	Removing Trees, 49-60"		
2	Removing Trees, 61" & Larger		
10	Removing Stumps, 8-18"		
10	Removing Stumps, 19-36"		
9	Removing Stumps, 37-48"		
3	Removing Stumps, 49-60"		
2	Removing Stumps, 61" or Larger		
Per Hour	Tree Trimming		
<b>CONTRACTOR TO LEAVE ALL WOOD AT                  PROPERTY OWNER'S REQUEST</b>  <b>PRICES TO REMAIN FIRM THRU 07/23/2017</b>			

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

SIGNED \_\_\_\_\_  
BIDDER

DATE \_\_\_\_\_



# 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.