



BOARD OF COUNTY ROAD COMMISSIONERS  
BOARD OF PUBLIC WORKS

**COMMISSIONERS:**

W.C. Askew, Sr., Reginald D. Boze, Doug Burleson, Gregory H. Kinney, Wayne Nelson

**NOTICE TO BIDDERS**

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Road Commission office, 325 W. James St., P.O. Box 156, Lawrence, MI 49064 until **11:00 AM on Tuesday, March 3, 2026**, at which time and place the bids will be publicly opened and read as follows:

- 73<sup>rd</sup> Street from M-43 to CR388, South Haven Township; clear and restore right-of-way

All bids must be in a sealed envelope and plainly marked as to the item bid upon and the name of the bidder. All unmarked bids and/or bids received after the submitted deadline may be rejected.

Detailed specifications and bidding forms may be obtained at the office of the Road Commission.

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding, and to award the contract in any manner deemed to be in the best interest of the Van Buren County Road Commission.

**AN EQUAL OPPORTUNITY EMPLOYER**  
VAN BUREN COUNTY ROAD COMMISSION

NAME OF CONTRACTOR \_\_\_\_\_

PROPOSAL AND SPECIFICATIONS  
FOR  
CONSTRUCTION

VAN BUREN COUNTY

PROJECT NO. 489.2551 – Clearing and Restoring entire Right of Way. Approx. 8,250' long.

**73<sup>rd</sup> St. from M-43 to  
CR 388**

**South Haven Township**

February 12, 2026

BOARD OF COUNTY ROAD COMMISSIONERS  
OF VAN BUREN COUNTY, MICHIGAN

P.O. Box 156, 325 W. James Street, Lawrence, MI 49064

VAN BUREN COUNTY ROAD COMMISSION

ADVERTISEMENT FOR BIDS

COUNTY LOCAL ROAD CONSTRUCTION

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Van Buren County Road Commission, located at 325 W. James Street, Lawrence, Michigan until 11:00 a.m., local time, **March 03, 2026**, at which time bids will be publicly opened and read.

PROJECT NO. 489.2551 – Clearing and Restoring entire Right of Way. Approx. 8,250' long.

All bids must be submitted on forms furnished by the Road Commission and sealed in envelopes with the name and address of the bidder, and the item bid upon clearly marked thereon.

The Commission reserves the right to reject any or all bids, to waive minor technicalities, and to accept the bid that is deemed to be in the best interest of the Van Buren County Road Commission.

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF VAN BUREN COUNTY, MICHIGAN**

Doug Burleson, Chair  
Reginald D. Boze, Vice-Chair  
Wayne Nelson, Member  
W.C. Askew, Sr., Member  
Gregory H. Kinney, Member

BID and AWARD

Date \_\_\_\_\_

Board of County Road Commissioners  
Of Van Buren County  
P.O. Box 156  
325 West James Street  
Lawrence, MI 49064

To Whom It May Concern:

The undersigned has examined the specifications, and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown in the estimate are approximate only and are subject to either increase or decrease; and hereby proposed to furnish all necessary machinery, tools, apparatus and other means of performing the work, perform all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the accompanying unit price schedule, to complete work in strict accordance with the project log and specifications therefore.

The undersigned further proposes to perform such extra work as may be ordered, prices for such work not being included in the itemized bid, compensation therefore to be made on the basis agreed upon before such extra work is begun through an executed change order.

**The undersigned agrees to have all trees cut by April 15, 2026. Project completion including removal of stumps and restoration items must be completed by June 6, 2026. The schedule for liquidated damages is located in the general specifications.**

**The Contractor shall submit a progress schedule subject to approval by the Project Engineer prior to the award of the contract.**

BID SURETY

A Bid Bond or Certified Check must accompany this bid in an amount not less than five percent (5%) of the amount of the total bid, as based on quantities appearing on the form of the Proposal or other bid security as shall be outlined in the Proposal and/or the Special Provisions section of the Specifications. The Bid Bond or other security of the successful bidder will be held until the Contract has been duly executed.

PERFORMANCE AND PAYMENT BONDS

Only projects exceeding \$50,000 will require Performance and Payment Bonds.

The successful bidder shall furnish Performance and Payment Bonds in the amount of 25% of the contract amount in such form and with such sureties licensed to conduct business in the State of Michigan.

## THE CONTRACT

The Contract Documents consist of the bid documents, this Agreement, Conditions of the Contract (General Supplementary, Special and other Conditions), Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negation, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement will govern.

The undersigned bidder agrees that the following is a complete and accurate list of all sub-Contractors/suppliers to be utilized if awarded this contract and any change from this list will be permitted only with the consent of the Board of County Road Commissioners of Van Buren County. **LIST NAME OF EACH SUB-CONTRACTOR/SUPPLIER AND BRIEF DESCRIPTION OF WORK TO BE DONE OR MATERIAL TO BE SUPPLIED.**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by the Board of County Road Commissioners of Van Buren County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with or accepted anything of value from an official or employee of the Board of County Road Commissioners of Van Buren County that would tend to destroy or hinder free competition.

In the event the bidder is a co-partnership, each member must sign this proposal.

In the event 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.

I hereby state that I have read, understand and agree to be bound by all terms of this bid document.

SIGNATURE:

NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_

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

FIRM NAME:

PHONE:

ADDRESS: \_\_\_\_\_

## STANDARD SPECIFICATIONS

The Standard Specifications for Construction of the Michigan Department of Transportation, 2020 Edition, as amended shall apply. Nothing herein will be construed to create any obligation or duty on the part of the Board of County Road Commissioners of Van Buren County, including obligations or duties which may be expressed or implied in the Standard Specifications for Construction of the Michigan Department of Transportation, unless specifically set forth in the contract documents.

The Contractor shall not receive any additional compensation due to delays caused by utility conflicts.

**CLEARING MODIFIED:** Cut, remove, and dispose of trees, brush, shrubs, logs, stumps and other vegetation to the right of way line or easement line, as directed by the engineer. **Remove trees without endangering the public, injuring other vegetation, and damaging the roadway, structures or property.** Stumps are to be completely removed or may be ground down 12" below final grade if utilities conflict with removal. Salvaging and placing topsoil after stump removal will be included in clearing, modified.

Do not dispose of material, temporarily or permanently, in wetlands or flood plains. Trees, vegetation and wood chips may be left outside of the right of way where property owners have submitted a letter of approval.

Approximate Tree Count:	6"-18": 227
	19"-36": 30
	37"+: 25

PAY ITEM

Clearing Modified

PAY UNIT

Acre

**MINOR TRAF DEVICES:** The pay item for Minor Traf Devices covers the following:

- Providing, installing, maintaining, relocating and removing traffic cones, barrels, barricades, arrow boards, temporary signage and other traffic devices.
- Maintaining local traffic.
- Placing barricades and signs at the beginning of each work day, then removing barricades and cleaning the roadway at the end of each work day.

PAY ITEM

Minor Traf Devices

PAY UNIT

LSUM

**SLOPE RESTORATION:** This work consists of preparing all lawns and slopes that require slope restoration and applying topsoil, fertilizer, seed and mulch with mulch anchor. Section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series will apply.

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

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.

MATERIALS:

Sections 816 and 917 will apply unless modified by this special provision or directed by the Engineer. The following materials must be used on this project:

1. Seeding mixture per MDOT Spec.
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished or Salvaged, 4 inch. Remove any stones greater than  $\frac{1}{2}$  inch in diameter or other debris from topsoil.
4. Mulch and Mulch Anchoring.

CONSTRUCTION: Methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in Subsection 208.03. 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 minimum indicated depth to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work. Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than  $\frac{1}{2}$  inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top  $\frac{1}{2}$  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 of the Standard Specification.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture. If the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

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

MEASURE AND PAYMENT: The completed work as measured shall be paid for at the contract unit price for the following contract item (pay item).

PAY ITEM

Slope Restoration, Type A

PAY UNIT

Syd

Final Clean Up: Before final acceptance of the work, the Contractor shall remove all unused materials, trees, erosion control devices and rubbish. The Contractor shall remove from the right-of-way all machinery, equipment, and surplus material and leave all areas occupied by the Contractor in conjunction with the contract in a neat and presentable condition satisfactory to the Engineer. The Contractor shall restore, in an acceptable manner, all property and fencing which may have been used or damaged during the execution of the work. Within the project area, all debris shall be removed and disposed of at the Contractor's expense.

VAN BUREN COUNTY ROAD COMMISSION  
LAWRENCE, MICHIGAN

GENERAL SPECIFICATIONS

MICHIGAN DEPARTMENT OF TRANSPORTATION – STANDARD SPECIFICATIONS

The work covered by this document will be done in accordance with the 2020 Michigan Department of Transportation Standard Specifications for Construction, except as qualified in supplemental specifications and special conditions of the Van Buren County Road Commission or as agreed to in writing at the time of the award of the contact.

DEFINITION OF TERMS

See Section 101 of Michigan Department of Transportation Standard Specifications for Construction, 2020.

SPECIAL CONDITIONS

Special requirements, regulations or directions applying to a particular project may be made a part of these specifications.

THE WORK

The work consists of the completed services, construction and/or paving by the Contact Documents and includes all materials and labor incorporated or to be incorporated therein.

RESPONSIBILITIES OF CONTRACTOR

A. Responsibility for and Supervision of Construction. Unless otherwise stated herein, Contractor will be solely responsible for all construction under this Contract, including the methods, techniques, sequences, procedures and means and for coordination of all work. Contractor will supervise and direct the work to the best of the Contractor's ability, and give it all attention necessary for such proper supervision and direction.

B. Discipline and Employment. Contractor will maintain at all times strict discipline among Contractor's employees and contractor agrees not to employ for work on the project any person unfit for without sufficient skill to perform the job for which he or she was employed.

C. Furnishing of Labor, Materials, etc. Unless otherwise stated herein, Contractor will provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, utilities, including water, transportation and all other facilities and services necessary for the proper completion of work on the contract documents.

D. Payment of Taxes: Procurement of Licenses and Permits. Contractor will pay all taxes required by law in connection with work on the project in accordance with this agreement including sales, use, and similar taxes, and will secure all licenses and permits necessary for proper completion of the work, paying the fees for such licenses and permits.

E. Compliance with Laws and Regulations. Contractor will comply with all laws and ordinances, and the rules, regulations or orders of all public authorities relating to the performance of work under and pursuant to this Agreement including, but not limited to, the Occupational Safety and Health Act of 1970, the Michigan Occupational Safety and Health Act, and the rules and regulations of the Michigan Construction Safety Commission.

## RESPONSIBILITIES OF CONTRACTOR (CONT'D)

F. Compliance with Soil Erosion and Sedimentation Control Operating Procedures. Contractor shall comply with all Soil Erosion and Sedimentation Control Operating Procedures for the Van Buren County Road Commission as attached.

G. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence or omissions of all of Contractor's employees on the project, for those of Contractor's, subcontractors and their employees and for those of all other persons doing work under a contract with Contractor.

H. Responsibility for Safety. Van Buren County Road Commission will provide traffic control devices as necessary. These traffic control devices may include Type II Barricades, Type III Barricades, and Construction Ahead or Road Work Ahead signs. The Contractor is responsible to maintain these devices for the duration of the project and report any damage immediately to the Project Engineer. Unless otherwise stated herein, at Contractor's expense, Contractor will take necessary precautions for the safety of, and the prevention of injury, loss and damage to, persons and property (including, without limitation, in term persons, members of the public, employees, Contractor's subcontractors and their respective employees, other contractors, their subcontractors and respective employees) on, about or adjacent to the location where the work is being performed, and will comply with all applicable provisions of safety rules, ordinances, codes, regulations, and orders of duly-constituted public authorities including, but not limited to the Michigan Manual of Uniform Traffic Control Devices.

I. Responsibility of Subcontractors. The Contractor will require any subcontractor hired by the Contractor for the purpose of performing any of the work described by the Contract documents to be bound by all of the terms and conditions of the Contract documents and to perform the work in accordance with the Contract documents. Each and every condition of the Contract documents, including without limitations, the RESPONSIBILITIES OF THE CONTRACTOR, will be made a condition of each subcontract entered into by the Contractor in conjunction with the performance of the work.

## INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the Board of County Road Commissioners of Van Buren County, its officers, employees, representatives and agents from and against any and all claims, damages, demands, payments, suits, actions, recoveries, judgments and/or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only if caused in whole or in part, by the act, omissions, fault, negligence or breach of conditions of this Contract by negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor will not, however, be obligated to indemnify the board of County Road Commissioners of Van Buren County, for any damage or injuries caused by or resulting from the sole negligence of the Board of County Road Commissioners of Van Buren County. Such obligation will not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this paragraph.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, the Contractor's sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph will not be limited by a limitation on amount of type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## INSURANCE

**A. Contractor's Insurance.** Prior to start of the Contractor's work, the Contractor will procure for the Contractor's work and maintain in force the completion of the work, worker's compensation insurance, employer's liability insurance, comprehensive general liability insurance and all insurance required of the contract under the contract documents.

"The Board of County Commissioners, The Board of County Road Commissioners, The Van Buren County Road Commission, and their officers, agents, and employees for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee, as their interests may appear."

The insurance will include contractual liability insurance covering the Contractor's obligations under its agreement of indemnification as set forth herein.

**B. Minimum Limits of Liability.** The Contractor's comprehensive general and automobile liability insurance as required herein, will be written with limits of liability not less than the following:

- a. Comprehensive general liability including completed operations
  - (1) \$2,000,000.00 each occurrence or \$1,000,000 each occurrence with a \$1,000,000 umbrella
- b. Property damage
  - (2) \$1,000,000.00 each occurrence.

**C. Number of Policies.** Comprehensive general liability insurance and other liability insurance may be arranged under a single policy for the full limit required or by combination of underlying policies with the balance provided by an excess or umbrella liability policy.

**D. Cancellation, Renewal or Modification.** The Contractor will maintain in effect all insurance coverage required under Agreement at the Contractor's sole expense and with insurance companies acceptable to the Board County Road Commissioners of Van Buren County.

All insurance policies will contain a provision that the coverage afforded there under will not be cancelled or not renewed nor restrictive modifications added at any time after a certificate of insurance required under agreement has been issued before the work; as defined herein, has been completed, until at least thirty (30) days prior thereto written notice has been given to the Board of County Road Commissioners of Van Buren County unless otherwise specifically required in the Contract Documents.

Certificates of insurance or certified copies of policies acceptable to the Board of County Road Commissioners of Van Buren County will be filed with the Board of County Road Commissioners of Van Buren County prior to the commencement of the Contractor's work.

Nothing contained in this Agreement, nor the Board of County Road Commissioners of Van Buren County's compliance therewith, will relieve the Contractor from its obligations under the Contract to purchase and maintain required insurance or to indemnify the Board of County Road Commissioners of Van Buren County.

## PROGRESS CLAUSE

The successful bidder will be required to submit a Progress Schedule, giving an outline of the proposed order of work and to indicate the dates for completion of the work. This outline, when approved by the Road Commission, will become a part of the contract.

## TITLE VI REQUIREMENTS

"The Van Buren County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, 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."

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding and to award the bid in any manner deemed to be in the best interest of the Road Commission. Further, the Board reserves the right to cancel the award if the equipment is not delivered on or before the date set forth in the bid.

## EXECUTION OF THE WORK

The Contractor will begin the work within five (5) days after being notified by the Road Commission of the award of the contract, unless this is inconsistent with the Progress Schedule, in which case the Progress Schedule will govern. He will execute the work in the 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 Road Commission will have the right to require the contractor to furnish and place in operation such additional force and equipment as the Road Commission will deem necessary to bring the work up to the Progress Schedule; and in case of the Contractor's neglect to do so, the Road Commission may place such working force and equipment on the work and charge the Contractor the cost of the 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.

## ESTIMATED QUANTITIES

The quantities listed in the proposal are estimated quantities. Increases or decreases in quantities will not be considered as a basis for adjustment in unit prices and Articles 103.02 of M.D.O.T. Standard Specifications for Construction, 2020 will not apply in this regard.

## LIQUIDATED DAMAGES

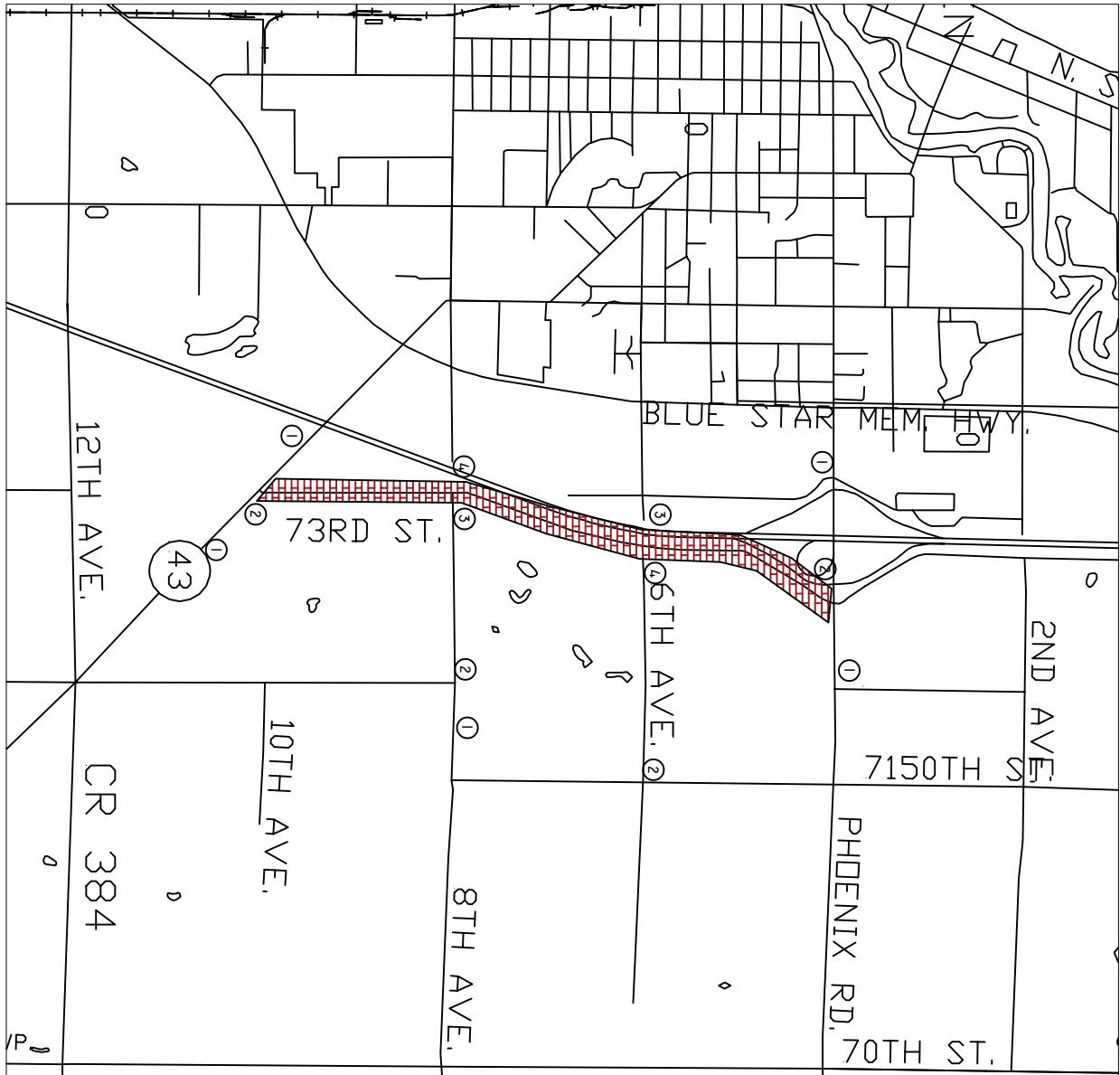
Failure to complete the project on or before the completion date specified will be assessed according to the following schedule:

Original Contract Amount	Liquid Damages Per Calendar Day
\$ 0 to 100,000	500
>100,000 to 500,000	800
>500,000 to 1,000,000	1,000
>1,000,000 to 5,000,000	1,500
>5,000,000 to 15,000,000	2,000
>15,000,000	4,000

The liquidated damages may be delayed if the contractor meets the requirements set forth in Section 108.10 of the 2020 Standard Specifications for Construction. Approval of the Project Engineer is required.

# TEMPORARY SIGNAGE

## PROJECT LOCATION



\*BARRICADES AND SIGNS SHALL BE MOVED DAILY TO CLOSE OFF ONE BLOCK OF 73RD ST. AT A TIME.

\*73RD ST. SHALL BE CLEARED AND OPENED AT THE END OF EACH WORK DAY.

\*ALL TRAFFIC CONTROL SHALL BE APPROVED BY VBCRC.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
1500001	Mobilization, Max	1	LSUM				
2010001	Clearing Modified	6.45	Acre				
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	7	Ea				
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	7	Ea				
8120170	Minor Traf Devices	1	LSUM				
8120350	Sign, Type B, Temp, Prismatic, Furn	145	Sft				
8120351	Sign, Type B, Temp, Prismatic, Oper	145	Sft				
8160100	Slope Restoration, Type A	12,000	Syd				
<b>Total Bid:</b>							

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

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Printed Name of Signer)

\_\_\_\_\_ (Email)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (Phone #)

\_\_\_\_\_ (City, St, Zip)