

# INVITATION TO BID

BID DATE: 01/25/18

PLEASE REFER TO BID NO. 2018-016

QUOTE NOT LATER THAN: 02/28/2018 BY 4:00 PM  
(EST)

TO:  
VENDOR NAME:  
ADDRESS:

CONTACT:  
TELEPHONE #:  
EMAIL:

FROM:  
PURCHASING DEPARTMENT  
COUNTY OF BERRIEN, MICHIGAN  
ADMINISTRATION CENTER  
701 MAIN STREET  
ST. JOSEPH, MICHIGAN 49085  
FAX #: 269-982-8668

PLEASE INDICATE “**BID NO. 2018-016**” 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
1 EA	<p><b><u>REQUEST FOR BID ON THE FOLLOWING:</u></b></p> <p>APPLICATION OF PAVEMENT MARKINGS TO BERRIEN COUNTY ROADS</p> <p>PLEASE SEE ATTACHED SPECIFICATIONS</p> <p><b><u>TOTAL COST:</u></b></p> <p><b><u>PLEASE SEND TWO (2) COPIES OF BID PROPOSAL</u></b></p> <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 <u>MUST</u> 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</p>		

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<p>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 <a href="mailto:mjuengling@bcroad.org">mjuengling@bcroad.org</a></p> <p>ALL OTHER QUESTIONS REGARDING THE BID PROCESS, PLEASE CONTACT THE PURCHASING DEPT. AT 269-983-7111 EXT. 8020</p>		

*Cheryl Vance*

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CHERYL VANCE  
ACCOUNTING COORDINATOR  
PHONE: 269-983-7111 EXT. 8020  
([cvance@berriencounty.org](mailto:cvance@berriencounty.org))

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

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

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

**BERRIEN COUNTY ROAD DEPARTMENT**

**PROPOSAL AND SPECIFICATIONS**

**FOR**

**2018 PAVEMENT MARKING APPLICATION PROGRAM**

**BOARD OF BERRIEN COUNTY COMMISSIONERS  
701 MAIN STREET  
ST. JOSEPH, MICHIGAN 49085**

# BERRIEN COUNTY ROAD DEPARTMENT

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received at the Berrien County Administration Center of the County of Berrien, 701 Main Street, St. Joseph, Michigan 49085 until **4:00 P.M., Wednesday, February 28<sup>th</sup>, 2018** at which time and place they will be publicly opened and read aloud for the following:

1. PREFABRICATED SIGNS
2. U-CHANNEL SIGN POSTS, STREET SIGN BRACKETS, SQUARE SIGN TUBING
3. REFLECTORIZED SIGN FACES, REFLECTORIZED ROLL MATERIAL, HIGH INTENSITY DELINEATORS, NON-REFLECTORIZED ROLL MATERIAL
4. ALUMINUM SIGN BLANKS
5. WATERBORNE PAVEMENT MARKING PAINT
6. GLASS BEADS FOR PAVEMENT MARKING
7. PAVEMENT MARKING APPLICATION
8. SPECIALTY PAVEMENT MARKING APPLICATION

All bids will be tabulated and presented to the Board of County Commissioners at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the item bid upon and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Department or at [www.bcroad.org](http://www.bcroad.org)

**The Road Department reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.**

## 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.

## 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.

### **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.

## SUPPLEMENTAL SPECIFICATIONS (Continued)

### **Renewal Option for 2019-2020**

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.

### **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.

# 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:

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## 2018 Pavement Marking Application Program

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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 Commission, 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 Road Department



***Special Provisions  
for  
Pavement Marking Application***

**Scope of the Work**

The Scope of the Work is to apply the pavement marking materials, as specified, all in accordance with the current Michigan Manual of Uniform Traffic Control Devices. The Contractor shall furnish all labor, equipment, tools, transportation, necessary supplies and shall perform all operations to complete the work in accordance with the Michigan Department of Transportation Standard Specifications and these Special Provisions.

The Berrien County Road Department will furnish to the Contractor the glass beads and the Waterborne White and Yellow Pavement Marking Paint. The materials will be located at the Benton Harbor Maintenance Garage at 2860 East Napier Avenue, Benton Harbor, Michigan.

**Line Types and Application Rates**

Pavement markings shall consist of 4-inch wide lines. Lines shall be white or yellow, continuous, broken or dotted as directed by the Inspector. Broken lines shall be applied in a 50 foot cycle consisting of 12 ½ feet segments and a 37 ½ foot gap between segments. Dotted lines shall be applied in a 25 foot cycle consisting of a 5 foot segment and a 20 foot gap between segments.

**Pavement Marking Material Application Rates  
per mile**

Line Type	<u>Material</u> Paint (Gallon)	<u>Glass Beads</u>	
		Regular Dry Paint 6lb/g	Waterborne Paint 8lb/g
Broken 4"	4	24	32
Solid 4"	16	96	128
Double 4"/ 2 Solid	32	192	256
1 Solid-1 Broken	20	120	160

## **General**

Prior to the application of the pavement marking, the pavement surface shall be clean, dry and free of foreign materials. The Contractor shall be responsible for removing occasional debris or dead animals from the line track. Lines to be retraced that are covered by large amounts of dirt and debris may require cleaning according to the call back provisions in the contract. All liquid materials shall be thoroughly mixed at all times during application. Thinning of liquid materials will not be permitted. When applying multiple centerlines the spray guns shall be set at 6 inch centers.

The lateral deviation of the new (not retraced) lines shall not exceed 1 inch from the proposed location alignment. Existing pavement markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of 1 foot and a transverse tolerance of 1 inch. For existing 4 inch wide lines, the width shall be between 4 inches and 4 1/16<sup>th</sup> inches.

## **Weather and Time Limitations - Waterborne**

Waterborne paint shall be applied when the surface temperature of the pavement is 50 Degrees F. or higher and the pavement is dry. The Contractor shall be responsible for making the decision to apply waterborne paint on a specific day when there is a high probability of rain in the forecast. If applied lines are washed away because of rain the Contractor shall be responsible for re-applying the lines at no additional expense to the Road Department. Waterborne Pavement Marking materials can be placed immediately on new bituminous pavement. Waterborne pavement marking material shall not be placed before May 1st or after October 1st. These limitations may be waived at the discretion of the Engineer

## **Regular Dry**

Regular dry paint shall be applied when the surface temperature of the pavement is 40 degrees F. or higher. New bituminous wearing surface shall be in place for a period of not less than 14 days prior to application of regular dry pavement markings. When it is necessary to apply regular dry paint after November 1st, the 14 day waiting may be waived at the discretion of the Engineer.

## **Protection of Lines**

The protection of the wet paint shall be the responsibility of the Contractor. Cost of protecting the wet paint shall be included in the pay items listed in the Proposal.

## **Layout for Marking**

No Passing Zones will have been surveyed and the limits marked by Road Department staff.

All other layout work necessary for the location and placing of centerline, edge lines and lane lines shall be the responsibility of the Contractor and will not be paid for separately.

## **Equipment**

The pavement marking equipment shall be self-propelled when used to apply longitudinal lines. All pressurized lines shall have water or oil traps installed and operating at all times. The Road Department reserves the right to inspect the Contractor's equipment before the start of the project and anytime during the contract.

The self-propelled pavement marker used to apply centerline shall be capable of applying three, 4 inch minimum width lines on a two lane road, in one pass of the equipment. The equipment shall have sufficient material capacity to enable sustained pavement marking operations and shall be equipped to assure uniform application of the paint and beads. The equipment shall have pressurized bead dispensers. The contractor shall use a dashing mechanism, capable of being easily adjusted, to retrace existing lane and centerline markings. The pavement marking machine shall have flowmeters to measure the flow rate of the material to the applied line.

The self-propelled pavement marker shall allow pavement marking to be applied in either direction on a given roadway and the skip cycle shall be continuous. The cycle control unit shall not zero or return to the beginning or start of a new cycle even though the skip line markings are interrupted by intersections, dual line no passing zones, school or pedestrian crossings, railroad grade crossings, etc. The self-propelled pavement marker shall be able to apply a white line from either side of the vehicle in order to reduce congestion and tracking in urban areas with turning lane configurations.

It is necessary to maintain the cycle through No Passing Zones where the centerline skip marking is omitted in double yellow markings.

The Contractor's equipment shall include a linear distance meter to measure the length of each applied line. The Engineer shall check the calibration of any metering device prior to the start of the work and may check calibration of any metering device at the Road Department's discretion during the duration of the contract. The accuracy and reliability of the equipment being used shall be satisfactory to the Engineer. When the equipment is unsatisfactory other methods determined to be acceptable to the Engineer shall be used. No work shall progress until the determination has been made.

Equipment shall be capable of applying material to the required length and width and assure uniform application of the materials.

All vehicles used in the marking operation shall be equipped with rotating or oscillating flashers which are visible from both the front and rear of the vehicle. The pavement marking vehicle shall be equipped with the illuminated Target Arrow, Type B capable of being visible from either the front or rear of the vehicle.

The trailing vehicle shall be equipped with an appropriate sign visible from the rear indicating the following legend:

**“PAVEMENT MARKING AHEAD”**  
**or**  
**“CAUTION – WET PAINT”**

The trailing vehicle shall also be equipped with an illuminated Target Arrow, Type B, which shall be visible from the rear.

**Improperly Located Markings**

Pavement Markings which are improperly located shall be corrected by the Contractor. Improperly located markings shall be removed at the Contractor’s expense; in a manner acceptable to the Engineer, and reapplied in the correct locations at the Contractor’s expense.

Applied pavement markings with defects such as, but not limited to, fuzzy edges, non-uniform thickness, improper width, or non-uniform retro reflective features, or an adhesion failure with the pavement surface, shall be considered unacceptable and replaced at the Contractor’s expense.

**Coordinating Clause**

It is planned that the Berrien County Road Department will be conducting its own operations during the life of this contract and the Contractor’s attention is called to the requirements of cooperation with others as covered in the Standard Specifications.

A “Log of Pavement Marking Locations” is available upon request at the Berrien County Road Department office (2860 Napier Avenue). As noted on the log some roads will be under construction this summer and will be ready for pavement marking at various times. It is required that the pavement marking contractors be available for **a minimum of six (6) return trips (approximately one per month)** to Berrien County as the roads become ready for marking.

No claims for extra compensation or adjustments in contract unit prices will be made for these return trips to Berrien County to complete the pavement marking.

**In addition the contractor will be required to complete the City Application portion of the contract by **July 4, 2018** and that 50% of the entire contract be completed by **August 5, 2018.****

*Special Provisions  
for  
Measurement and Payment*

**General**

Where pavement markings are **not** required to be placed through intersections, measurements **shall not** be deducted, but shall be included and paid for as the type of application specified. When starting or ending a segment of line that falls within a road intersection, measurement shall start and end at the center of the intersection. All types of lines abutting the intersection shall be paid to the center of the intersection. The Final Quantities shall be based on plan quantities except for any demonstrated plan errors and previously approved changes made during construction. Checks for verification of quantities placed shall be made by field measuring and/or use of vehicle odometer.

**Centerline Application**

Centerline Application will be measured by length in **feet/miles** along the centerline of the road from centerline of intersection to centerline of intersection. Centerline Application to include: Skip line, Double Line and No Passing Zones/Left Turn Only (which shall include both the solid line and its adjacent Skip Line). Solid, white turn lane lines will be counted as **0.1 mile** per lane line.

**Edgeline Application**

Edgeline Application will be measured by length in **feet/miles** along each edgeline painted from centerline of intersection to centerline of intersection and **shall include** solid white lane lines at intersections.

**Skip White Application**

Skip White Application will be measured by length in **feet/miles** along each line painted. **No deduction** in length will be made for the distance between skips.

# PROPOSAL

Date \_\_\_\_\_

Board of County Commissioners of the County of Berrien,  
701 Main Street, St. Joseph, Michigan 49085

Gentlemen:

The undersigned has examined the plans, 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 proposes to furnish all necessary machinery, tools, apparatus and other means of doing the work, do 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 the work in strict accordance with the plans and specifications therefor.

The undersigned further proposes to do such extra work as may be ordered by you, prices for which are not included in the itemized bid, compensation therefor to be made on the basis agreed upon before such extra work is begun.

The undersigned agrees to begin work within (10) days after being notified to do so, and to coordinate the work with the Berrien County Road Department and to complete all items of work on or before October 1, 2018 except for the roads which are to be constructed and to be painted by November 15, 2018.

The Glass Beads will be delivered to the Berrien County Road Department by June 1, 2018. Fifty percent (50%) of the pavement marking paint will be delivered to the Berrien County Road Department by June 1, 2018 and the remainder will be delivered by July 1, 2018.

The undersigned encloses a certified or cashier's check or a bid bond in the amount of \$ \_\_\_\_\_, payable to the Berrien County Road Department as a guarantee of good faith. If the contract be awarded to the undersigned and undersigned fails to enter into a contract or to furnish satisfactory bonds to the Road Department with fifteen (15) days after being furnished with the necessary contract and bond forms, said check shall be forfeited to the Berrien County Road Department as liquidated damages.

Signed \_\_\_\_\_

By \_\_\_\_\_

Post Office Address of Bidder \_\_\_\_\_

City, State, Zip \_\_\_\_\_

In case of bidder 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 Department**

2860 E. NAPIER AVENUE  
BENTON HARBOR, MICHIGAN 49022  
TELEPHONE 925-1196  
Toll Free in Michigan 1-800-442-0734

PROJECT: **2018 Pavement Marking Application Program**

ITEMIZED UNIT PRICE SCHEDULE

<u>Quantity</u>	<u>Item Of Work</u>	<u>Unit Price Bid</u>	<u>Amount</u>
<u>COUNTY APPLICATION</u>			
600 miles	Centerline Application	\$ _____	\$ _____
650 miles	Edgeline Application	\$ _____	\$ _____
60 miles	Skip White Application	\$ _____	\$ _____
<u>CITY AND VILLAGE APPLICATION</u>			
70 miles	Centerline Application	\$ _____	\$ _____
40 miles	Edgeline Application	\$ _____	\$ _____
15 miles	Skip White Application	\$ _____	\$ _____
		<b>Total Bid \$</b>	_____

Signed \_\_\_\_\_  
Bidder

Date \_\_\_\_\_

## 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.
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.

