

MASON COUNTY ROAD COMMISSION

Board of Commissioners

Nick Matiash s, Chairman

Douglas Robidoux, Vice-Chairman

Bill Schwas, Member

Wayne A. Schoonover, P.E., Manager/Director

510 E. State St.

PO Box 247

Scottville MI 49454-0247

Office: (231) 757-2882 Fax: (231) 757-2662

e-mail: info@masoncountyroads.com

NOTICE TO BIDDERS

The Board of County Road Commissioners of Mason County will receive sealed bids at their office at 510 E. State St., Scottville MI 49454, until 11:00 a.m. on Friday, October 6, 2017, for the following:

US-10 / MARQUETTE RAIL GRADE CROSSING APPROACH

Specifications and bid forms may be obtained at the Road Commission offices during regular business hours or by visiting our website at www.masoncountyroads.com.

All proposals must be submitted on Road Commission furnished bid forms. Said forms must be in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder.

The Mason County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Mason County.

BOARD OF COUNTY ROAD COMMISSIONERS

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US-10 / MARQUETTE RAIL GRADE CROSSING APPROACH

It is the intent of the Mason County Road Commission (MCRC) to receive bids for the US-10 / Marquette Rail Grade Crossing Approach near Walhalla. The Board reserves the right to reject any or all bids, waive irregularities in any bid and make award in any manner deemed in the best interests of the MCRC.

GENERAL: The contractor shall comply with the intent of the General Requirements and Covenants, Division 1 of the Michigan Department of Transportation current "Standard Specifications for Construction" where applicable.

SPECIFICATIONS: Specifications for this contract includes furnishing of all labor, equipment and materials.

REPLACEMENT OF THE US-10 @ MARQUETTE RAIL (MQT) CROSSING: The Contractor shall contact the Railroad prior to pavement removal to mark existing Railroad signal cables on US-10 and MQT crossing. The roadway Contractor will remove the asphalt as shown in plans. MQT will remove and dispose of the existing crossing. MQT will stockpile any HMA within the crossing for disposal by the roadway contractor. MQT will place tub style crossing surface, rail, crossties, ballast, etc., tamp sand and raise the existing structure approximately one inch. Under drains, if any, will be outlet to the adjacent railroad ditches. Upon completion of crossing reconstruction, the roadway Contractor shall perform approach, pavement markings, and other project activities.

Traffic will be detoured during construction. The roadway Contractor will provide crossbuck post mounted signs at the crossing for work vehicle movements within the roadway closure zone. No rubber tired work vehicle movements will take place prior to crossing surface installation. No track vehicles will be permitted to use crossing unless a railroad flagman has been consulted and present during crossing.

Railroad watchperson, protective services and devices provided by Railroad for Contractor operations within 25 feet of near rail for roadway work will be provided by the railroad and at no cost to the Contractor.

SIGNING: Detour signing will be performed and maintained by the Mason County Road Commission.

RAILROAD COORDINATION: The Contractor shall be required to coordinate work in the vicinity of the crossing with the railroad or as directed by the Engineer. Temporary suspension of Contractor operations immediately adjacent to the crossing is expected while the railroad performs rail crossing reconstruction.

Marquette Rail, LLC
Genesee and Wyoming Inc
239 Jebavy Drive
Ludington, MI 49431

Mr. Scott Knight, Roadmaster
Cell: (616) 293-0564

PROGRESS SCHEDULE: Contractor shall **start work on Monday, October 23, 2017** for removal items and complete said work by that afternoon. Railroad work will then commence and be completed by **Thursday, October 26, 2017, Noon**. Contractor will then commence with the remaining work items and be completed and opened to traffic on or before, **Friday, October 27, 2017, 4 pm**.

Pavement markings may be completed up to two weeks following completion.

TRAIN MOVES: US-10 (NI# 235197E)

Freight train moves are approximately 12 per week at 20 mph. Maximum time table is 20 mph. The train movement and speed information does not represent a commitment by the Railroad and is subject to change without notice.

METHOD OF PAYMENT: Bidder will invoice the Mason County Road Commission. Reimbursement may take up to one month for the billing and processing to the Michigan Department of Transportation.

SPECIAL CONSIDERATIONS AT RAILROAD CROSSINGS:

1. The Contractor will not obstruct the right-hand display of the railroad signal to traffic approaching the crossing.
2. No construction traffic control devices may be placed in the railroad crossing or closer than 25 ft. from the outside rail on either side crossing approach.

INSURANCE: Upon award of this contract, and prior to the performance of any work for the Mason County Road Commission, the contractor and their subcontractors shall furnish proof of insurance certificates with the following minimum requirements.

Worker's Compensation	Statutory Coverage	
Bodily Injury and Property Damage	General Liability	
	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Bodily Injury Liability and Property Damage	Liability Automobile	
Bodily Injury Liability	Each Occurrence	\$1,000,000
	Each Person	\$ 500,000
Property Damage Liability	Each Occurrence	\$1,000,000
Combined Single Limit for Bodily Injury and Property Damage Liability		
Owner's Protective Liability, including Contractual Liability		

Where required as an incident to compliance with Federal Laws and Regulations, bodily injury and property damage protection shall be extended to the Michigan Department of Transportation and the MCRC; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations.

Contractors shall save harmless and indemnify the MCRC, as well as its Board of Road Commissioners, Administrators and Employees, 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 work.

The certificate of insurance must be submitted within ten days upon notification of award of Contract and will include and be named, in writing: "As additional insured the Mason County Road Commission, its Board of Road Commissioners, Administrators and Employees".

CANCELLATION OF CONTRACT PROVISIONS: MCRC shall have the right to cancel the Contract for nonperformance/inadequate performance should an inspection by the designated representative reveal that the Contractor's performance and/or work results in any non-acceptable maintenance condition of one or all specified areas.

The designated representative at the time of the first circumstance shall call for a meeting with the contractor to issue a written warning of possible contract termination should the condition continue. If the condition should repeat itself a second time, written notice of termination shall be sent.

Submission of a bid will be interpreted 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 herein. The MCRC shall have the right to cancel the Contract between the Contractor and the MCRC for any violation as may be determined by the MCRC and such determination shall be the sole determination of the MCRC and its representatives.

ASSIGNMENT CLAUSE: The contract between the Mason County Road commission and the contractor may not be assigned to a third party without the written consent of the Mason County Road Commission.

QUESTIONS:

Mason County Road Commission
Wayne A Schoonover – Manager
231-757-2882

Michigan Department of Transportation
Muskegon TSC
Marc Fredrickson – Asst. Construction Eng.
231-777-3451

MARQUETTE RAIL
SPECIAL PROVISION
FOR
RAILROAD INSURANCE REQUIREMENTS

RAL:DGT

1 of 2

APPR: JLD:SMR:01-06-15

a. Description. This work consists of providing Railroad Protective Liability Insurance before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Michigan Department of Transportation (Department).

b. Insurance Requirements. To carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and Marquette Rail and its parent companies on all insurance forms listed below with railroad contact information as noted in the Coordination Clause for Work on Railroad Property.

1. Railroad Protective Liability Insurance in behalf of Marquette Rail and its parent companies, as the named insured.

The Contractor must furnish to the Department and to the Railroad copies of policies as evidence that, with respect to Contractor or Subcontractor operations standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of six million dollars (\$6,000,000) applying separately to each annual period. Said Railroad Protective Liability Insurance must conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

This coverage can be purchased through Genesee and Wyoming Inc. subsidiary railroads.

2. Provide insurance as required in subsection 107.10 of the Standard Specifications for Construction except with the modifications stated herein. Provide Commercial General Liability Insurance.

- A. Single occurrence limit is two million dollars (\$2,000,000).
- B. Aggregate limit is six million dollars (\$6,000,000).
- C. List Marquette Rail and its parent companies as additional insured on the policy.
- D. Shall contain Insurance Services Office Standard Endorsement CS 2417 or its equivalent.
- E. A waiver of subrogation in favor of the railroad must also be shown as an endorsement to the policy.

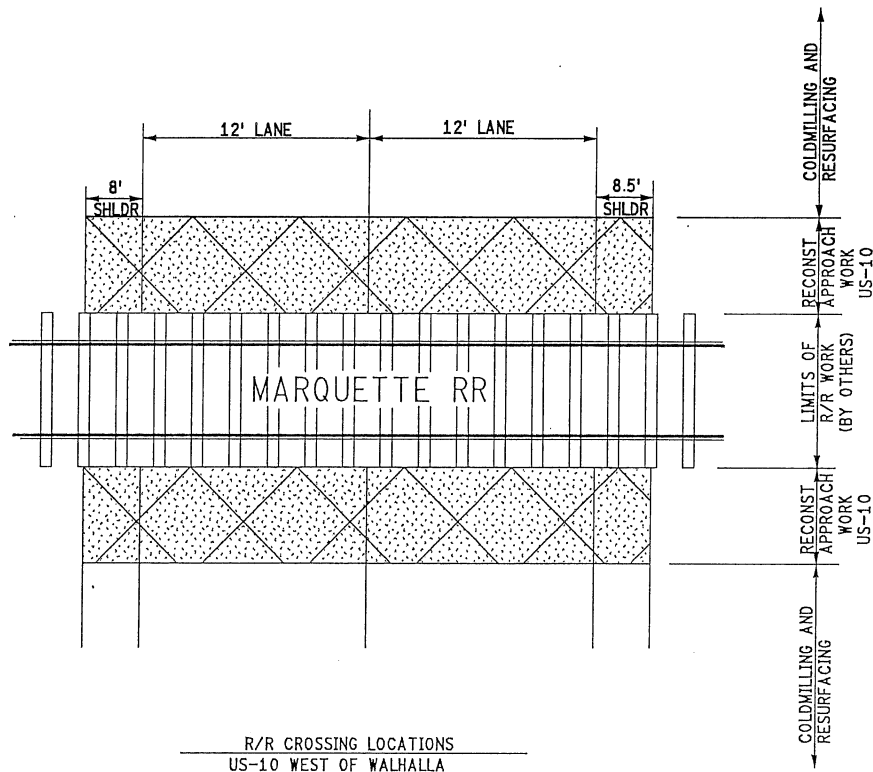
The Contractor must furnish to the Department evidence of any reductions in the limits of liability herein described as determined by the Railroad.

The policy must contain the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Department and Marquette Rail and its parents".

c. Construction. If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

d. Measurement and Payment. The Contractor must pay for all railroad insurance. Insurance costs as described in this special provision will be included as part of other pay items.



SEE R-121 SERIES (1-4)

FOR INFORMATION ONLY

- 90 Syd HMA Surface, Rem
- 90 Syd Pavt. Rem (For Ex Conc)
- 225 Syd Cold Milling, HMA Surface
- 90 Syd Aggregate Base, 6 inch
- 80 Ton HMA, 4E1
- 9 Ton Shoulder, CI II
- 300 Syd Slope Restoration
- 24 Ft Pavt Mrkg, Oviy Cold Plastic, 24 Inch, Stop Bar
- 280 Ft Pavt Mrkg, Lane Lines (White and Yellow)



NO SCALE

DESIGN UNIT: FREDRICKSON

TSC: MUSKEGON

DATE: 4/20/17

CS: 53022

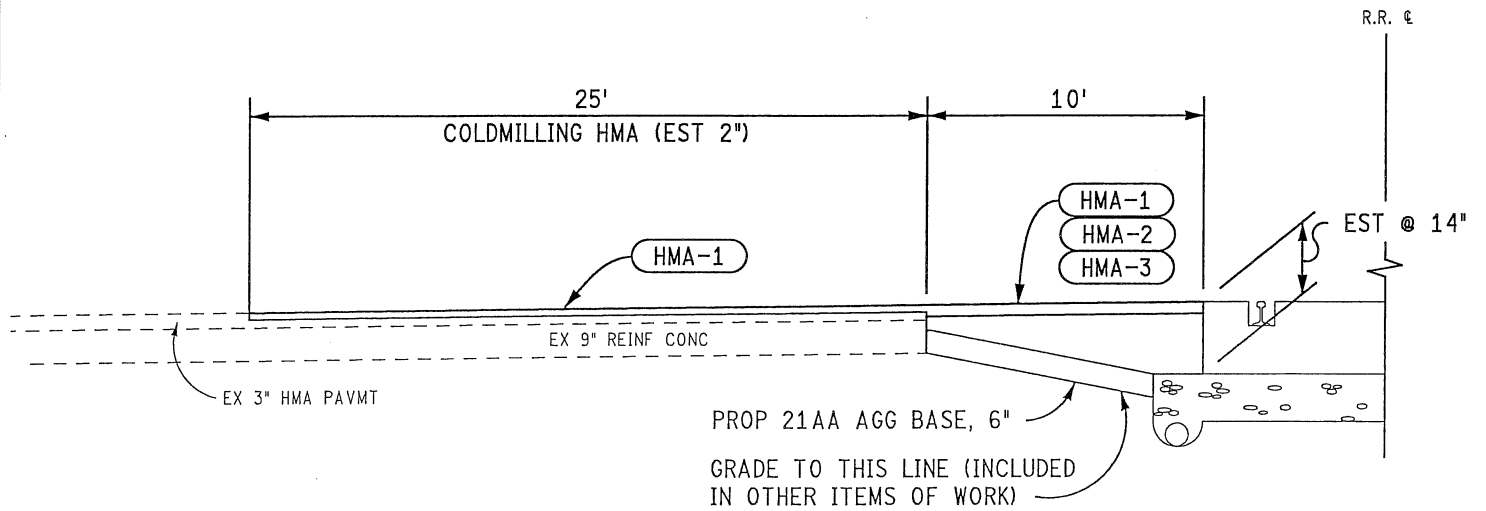
R/R CROSSING DETAIL

DRAWING SHEET

JN:

US-10 WALHALLA

CONST R/R SECT 1



APPROACH WORK AT
RAILROAD CROSSING

HMA APPLICATION ESTIMATE

IDENT NO.	ITEM	RATE LBS PER SYD	PERFORMANCE GRADE	REMARKS
HMA-1	HMA, 4E1	220	58 - 28	OVER EXISTING HMA AWI = 260
HMA-2	HMA, 4E1	275	58 - 28	WHERE EXISTING PAVEMENT IS REMOVED
HMA-3	HMA, 4E1	VAR 3"-11.5"	58 - 28	
	* BOND COAT	0.05-0.15 GAL		

*FOR INFORMATION ONLY

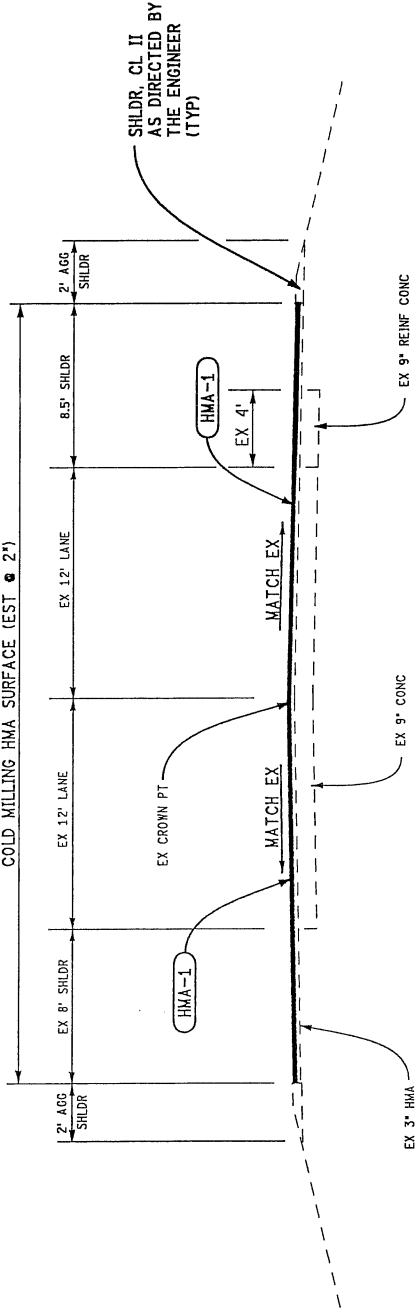
	<p>NO SCALE</p>	DESIGN UNIT: FREDRICKSON	TSC: MUSKEGON	DATE: 4/20/17	
		CS: 53022	R/R CROSSING DETAIL		DRAWING SHEET
		JN:			CONST R/R SECT 1

FILE: US10 RR WALHALLA SHEET 2.dgn

EX ROW AT CLEAR VISION EASEMENT VARIES

US-10

COLD MILLING HMA SURFACE (EST @ 2')



PROPOSED TYPICAL SECTION

LOOKING EAST

MASON COUNTY ROAD COMMISSION

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BID FORM - US-10 / MARQUETTE RAIL GRADE CROSSING APPROACH

To be opened: **FRIDAY, October 6, 2017 at 11:00 a.m.**

Signature: _____

Print Bidder Name: _____

Company Name: _____

Company Address: _____

City, State & Zip: _____

Email of signatory: _____

Phone: _____

Fax: _____

US-10 RxR HMA Approaches, Lump Sum \$_____

Bid Item will be One (1) Lump Sum for the Informational Items as listed and shown in the drawings.