

SPECIFICATIONS AND BID PROPOSAL FORMS

**PREPARED
FOR**

ERIK A. TAMLYN, P.E.

DEPUTY DRAIN COMMISSIONER

FOR THE

BOARD OF HURON COUNTY ROAD COMMISSIONERS

IN THE MATTER OF

PROPOSED BRANCH OF STAMBAUGH DRAIN

HURON COUNTY, MICHIGAN

Proposal of - _____ Company Name

Address

By - _____ Authorized Signature

**For Sealed Bids to be received
Until 8:00 a.m. on July 31, 2024
Bid opening starts at 8:30 am
At Huron County Road Commission Office
417 S. Hanselman Street
Bad Axe, Michigan 48413**

STAMBAUGH COUNTY DRAIN – PROPOSED BRANCH
BINGHAM TOWNSHIP, HURON COUNTY, MICHIGAN

SPECIFICATIONS AND BID PROPOSAL FORMS
FOR PROPOSED CONSTRUCTION

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STAMBAUGH COUNTY DRAIN – PROPOSED BRANCH

BINGHAM TOWNSHIP, HURON COUNTY, MICHIGAN

GENERAL INFORMATION

1. DEFINITIONS:

- a. Project Owner: Refers to the Huron County Drain Commission, also referred to as Owner agents and assigns.
- b. District: Refers to the **Stambaugh County Drain District**.
- c. Engineer: Refers to the Project Engineer for this project, as designated by the Project Owner.
- c. Standard Details: Refers to details, tables, notes, and other items incorporated with the engineering plans prepared for this project.
- e. Standard Specifications: Refers to the current edition of the 2020 Michigan Department of Transportation Standard Specifications for Construction.
- f. Contractor: Refers to the person or company that is responsible for the performance of contract work on this project.
- g. Property Owner: Refers to the landowners upon whose property the drain is situated.

2. COMPLIANCE:

All work will comply with the plans and specifications, and all applicable codes, laws and regulations of local, state or federal agencies. At any time when the Owner decides provisions of the plans and specifications are being violated by the contractor, the Owner has the authority to stop all construction. Work may not continue until satisfactory arrangements have been made to comply with the plans and specifications. See also sections 103 and 104 of the Standard Specifications.

3. CONTRACTOR'S REQUIREMENTS:

- a. It is assumed that the contractor, through careful study and on-site examination, understands the nature and location of the work, the quality and quantity of the materials required, soil and water conditions to be encountered, type of equipment and facilities needed during the execution of the work, general and local conditions, and all other matters which may affect the work on the project. The contractor shall base the bid accordingly.
- b. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after execution of the contract, will affect or modify any of the terms or obligations.
- c. The contractor will furnish competent supervision, workers, required materials, tools, equipment and incidentals to complete the work and will ensure that satisfactory progress is maintained.

- d. Prior written approval from the Owner is required for all subcontracted work.
- e. It is the Contractor's responsibility to provide for all required notifications to utilities and to comply with all standard procedures and requirements set forth by local road authorities.
- f. It is the Contractor's responsibility to obtain any permits that may be required in this regard.
- g. Work shall be performed in accordance with the Standard Specifications and the Huron County Drain Commission Specifications on file at the Drain Office.

4. GENERAL ABBREVIATIONS AND NOMENCLATURE:

a. Agencies and Organizations:

AASHTO	=	American Assn. State Highway - Transportation Officials.
APWA	=	American Public Works Association.
AREA	=	American Railroad Engineering Association.
ASTM	=	American Society of Testing and Materials.
MDA	=	Michigan Department of Agriculture.
MDEQ	=	Michigan Department of Environmental Quality.
MDNR	=	Michigan Department of Natural Resources.
MDOT	=	Michigan Department of Transportation.
OSHA	=	Occupational Safety and Health Act.
USCOE	=	United States Army - Corps of Engineers.
USDA	=	United States Department of Agriculture.
USDC	=	United States Department of Commerce.
USDOT	=	United States Department of Transportation.
USEPA	=	United States Environmental Protection Agency.

b. Materials:

CB, MH	=	Catch Basin, Manhole.
CIPC-S	=	Cast In Place Concrete & Steel.
CJA-B	=	Concrete Jack Arch - Bridge.
CJA-C	=	Concrete Jack Arch - Culvert.
Cl.	=	Class.
CPP	=	Corrugated Plastic Pipe.
CSMPPA	=	Corrugated Steel Multiplate Pipe Arch.
CSPA	=	Corrugated Steel Pipe Arch.
CSP	=	Corrugated Steel Pipe Round.
DWPP	=	Double Wall Plastic Pipe - Smooth Lined.
El.	=	90' - Double 45' - Elbow Connection.
Ga.	=	Gage.
PCC-B3	=	Precast Concrete Bridge - 3 sided.
PCC-C4	=	Precast Concrete Culvert - 4 sided.
RCPA	=	Reinforced Concrete Pipe Arch.
RCPR	=	Reinforced Concrete Pipe Round.
RCB-4	=	Reinforced Concrete Box - 4 sided.
RCS-3	=	Reinforced Concrete Slab - 3 sided.
Tee	=	90 deg One Piece Tee Connection.
WWTB	=	Weaver Web Truss Bridge.

c. Surveying - Staking:

B.M.	=	Bench Mark.
CL	=	Centerline.
C.P.	=	Control Point.
Elev.	=	Elevation.
LOS	=	Line of Survey.
T.P.	=	Turning Point.
C-CL	=	Construction Centerline.
S-CL	=	Survey Centerline.

d. Measurements and Quantities:

Ac.	=	Acres.
C.Y.	=	Cubic Yards.
C.I.P.	=	Compacted in Place.
Ea.	=	Each.
L.F.	=	Lineal Feet.
L.M.	=	Loose Measure.
L.S.	=	Lump Sum.
S.Y.	=	Square Yards.

e. General:

C.A.D.	=	Complete as Directed.
DNA	=	Does Not Apply.
NA	=	Not Applicable.
NIC	=	Not In Contract.
UOD	=	Unless Otherwise Directed.
UOS	=	Unless Otherwise Specified.
F and I	=	Furnish and Install.
E.A.	=	End Area.

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HURON COUNTY DRAIN COMMISSION

PROJECT SPECIFICATIONS

1 of 7

HCRC:ET

06-13-24

a. Definitions

1. "Owner" refers to drain commissioners, intercounty drain boards, drainage districts, departments of public works, municipalities, developers or other clients for whom these specifications are prepared.
2. "Standard Details" refers to details, tables, notes, and other items shown on the standard detail sheets included with the engineering plans prepared for this project.
3. "Standard Specifications" refers to the 2020 Michigan Department of Transportation Standard Specifications for Construction.

b. Compliance

1. All work will comply with the plans and specifications and all applicable codes, laws, and regulations at the local, state, or federal level. At any time when the Owner decides provisions of the plans and specifications are being violated by the Contractor, the Owner has the authority to stop all construction. Work may not continue until satisfactory arrangements have been made to comply with the plans and specifications.
2. Coordination of Drawing Dimensions and the Contract
 - i. In case of conflict, follow the order of precedence as listed in subsection 104.06 in the Standard Specifications. These General Specifications are to be in the same order as the Standard Specifications.

c. Contractor Requirements

1. The Contractor, prior to submitting a bid, must examine the plans, proposal, and work site as per subsection 102.04 of the Standard Specifications.
2. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the contract, will modify any of the terms or conditions within.
3. The Contractor must obtain competent supervision, workers, required materials, tools, equipment, and incidentals to complete the work in accordance with subsection 104.07 of the Standard Specifications.
4. Sub-Contractors are not to be awarded work by the Contractor without written approval of the Owner in consultation with the Engineer.
5. Any rejected, defective work, or work damaged through carelessness or any other cause is to be removed and replaced as per subsection 104.04 of the Standard Specifications.

d. Insurance Requirements

1. The Contractor will furnish an “Owners” Protective Liability Insurance Policy covering:
 - i. Bodily injury and property damage on a combined single limit basis in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 Aggregate.
 1. Bodily Injury for \$1,000,000.00
 2. Property damage for \$2,000,000.00.
 - ii. The insurance will be maintained in full force until the contract is terminated. As is applicable, it will insure the Owner (see Definitions, section a.1 of this document) against any claims for injury or damages arising directly or indirectly from the performance of the work.
 - iii. The Contractor will carry comprehensive forms of both Contractors General Liability and Automobile Liability Insurance with limits of liability the as those stated above. The Contractor will also carry Worker’s Compensation Protection as required by law.
 - iv. The Owners Protective and the Contractor’s General Liability Insurance shall also include, but not be limited to, coverage for:
 1. Explosion and collapse injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.
 2. Underground damage to facilities due to drilling and excavating with mechanical equipment.
 - v. A certificate showing the contractor has the above named insurance coverage in the amounts stated will be attached to each contract. This insurance coverage will not only protect the Contractor but also sub-contractors working under the contract. All insurance policies and certificates shall include an endorsement guaranteeing 30 days prior written notice to the Owner of cancellation or reduction of coverage.

e. Bond Requirements

1. The successful bidder will furnish (at the bidder’s own expense) bonds as follows:
 - i. A bond to be known as a Contractor’s Performance Bond by an approved surety company in an amount equal to the full amount of the contract (i.e. total bid as set forth in the proposal) to the Owner to insure the construction and completion of the entire work according to the contract documents and in the time specified. As part of the Performance Bond, the Contractor will promptly repair or replace any such defect discovered within one year from the date of written acceptance of the work.
 - ii. A bond to be known as the Labor and Material Bond in an amount equal to the full amount of the contract as defined above, to the Owner and the drainage district for the protection of subcontractors, labor, and suppliers of material and equipment in accordance with the statutes of the State of Michigan in effect as of the date of said bond.
2. The form and execution of such bonds will meet with the approval of the Owner. The Contractor will furnish for each set of executed contract documents an original Contractor’s Performance Bond and an original Labor and Material Bond.

f. Public Utilities

1. The location of existing utilities shown on the plans has been determined from available information and records. The Owner or Engineer assumes no responsibility or liability for repair of damage to these and other utilities regardless of whether they are or are not shown on the plans.
2. The Contractor must comply with the MISS DIG system as per subsection 107.12 of the Standard Specifications.

g. Right-of-Way and Permits

1. The Contractor is to verify with the Owner and/or Engineer regarding the width of permanent and temporary rights-of-way on file or secured on this project before starting construction. The Contractor is to obtain prior written permission from landowners not within the easement areas should it be necessary to encroach on their property or to deposit materials.
2. If landowners request for the Contractor to modify certain items in these specifications or on the plans (such as method of leveling spoil, debris management, or amount of clearing to be done), prior written approval must be obtained from the Owner. If the modification results in less effort as determined by the Owner, a contract adjustment for less compensation will be required. The value of the work performed by the Contractor for payment will be agreed upon prior to performing the work.
3. Prior to beginning construction within the right-of-way of any road, street, or railroad the contractor will give advanced notice to the agencies or companies involved as per their requirements and will secure all necessary permits.

h. Job Safety

1. During work involving roads, the Contractor will provide traffic control devices as required by permit of the agency with jurisdiction over said roadway. Provide traffic control devices as specified by the Michigan Manual of Uniform Traffic Control Devices (most recent edition).
2. All work is to be performed according to the rules and regulations of both Federal and State Government. Comply with all law applicable laws as per subsection 107.01 of the Standard Specifications.

i. Progress Schedule

1. The Contractor is to furnish a schedule for the Engineer's approval of the proposed construction sequence and estimated starting and completion dates of controlling items of work. The schedule is to consider the need to minimize soil erosion and sedimentation control items at all phases of construction and seasons of the year.
2. Unless otherwise approved by the Engineer, all construction will begin at the project's downstream end and proceed upstream.
3. The Contractor will be required to attend a Pre-Construction Meeting. The Contractor will be required to have his foreman or superintendent involved in the day to day operations in attendance.

j. Soil Erosion and Sedimentation Control

1. All work involving an earth change must provide for control of soil erosion and protection of waters of the state from sedimentation. Certain measures have been incorporated into the plans and specifications to meet these requirements.
2. Schedule construction and clearing operations with considerations for erosion control measures. When required, temporary erosion control measures are to be completed prior to beginning work. Inspect and keep temporary measures effective for the duration of the project.

k. Construction Staking

1. Staking for this project is to be performed by the Contractor as per section 824 of the Standard Specifications. The item **Contractor Staking** is provided in the contract.
2. Additional staking will not be paid for separately, but considered with other items of work within the project.

l. Materials

1. All materials used will be new and conform to the specified ASTM Standard or other applicable standards for the product involved. The Contractor is to furnish the Engineer with copies of all delivery invoices and certifications that the materials meet the standards specified in the most recent edition of the MDOT Materials Source Guide.
2. When requested or as listed in the specification or plans, provide details of items that are specifically shop-fabricated for Engineer review. Provide shop drawings prior to shipment of materials to the job site.
3. Concrete
 - i. All concrete to be supplied is to meet the requirements of the item **Conc, Grade 4000** as per section 1004 of the Standard Specifications.
 - ii. Perform concrete quality control as per section 1002 of the Standard Specifications.
4. Sodding and Seeding
 - i. When called for on the plans, place sod according to the Standard Specifications, section 816.
 - ii. Seeding Drain Side Slopes and Leveled Spoils is to be performed as per section 816 of the Standard Specifications. The Contractor is responsible for establishing grassy, vegetated slopes through methods below.
 1. Seed and fertilize freshly excavated slopes and leveled spoils daily to ensure stabilization through vegetation growth.
 2. Seed and fertilize any areas disturbed through Contractor operations once the disturbed areas have been leveled.
 3. Re-seed as necessary to establish vegetation growth that will stabilize slopes and leveled areas. Any re-seeding necessary is to be performed at the Contractor's expense.
 4. Use Turf Seed Mixture TGM as per Table 816-1 of the Standard Specifications unless otherwise approved by the Engineer.
 5. Provide fertilizer for vegetation growth as per subsection 816.03.B of the Standard Specifications.

6. At the option of the Contractor and/or as called for in the plans, hydroseeding is an acceptable method of performing turf establishment. Perform hydroseeding work at a minimum of once every seven (7) calendar days.

m. Open Drain Specifications

1. Clearing, as called for on the plans and itemized in the bid sheet, is to be performed as per subsection 201.03 of the Standard Specifications.
2. Excavating and Leveling Spoils
 - i. Open drains have no set quantity or volume of earth which is to be removed from the drain; bids are to be made based on itemized listings on the bid sheet.
 - ii. Excavate the drain to the dimensions and cross sections specified in the plans. Obtain Engineer's approval prior to any changes or revisions to the plans.
 - iii. Over-excavated areas are to be filled with aggregate or riprap materials at the approved size and type approved by the Engineer. The Contractor is responsible for correcting damages resulting from over-excavation at culverts or bridges.
 - iv. If unsuitable soils or rock ledges are encountered, the Contractor is to make the Engineer aware immediately. The Engineer will provide direction on how to proceed and any payment for additional work required is to be agreed upon before commencing further construction.
 - v. When called for on the plans or when wet, unstable soils are encountered, the initial excavation will be for a pilot channel to be constructed. The Engineer will determine when drain slopes have sufficiently stabilized to allow for final slope shaping. Excavate pilot channel to a minimum 4 ft bottom with 1:1 side slopes.
 - vi. Excavate channels parallel to roads from the field side (or outside) unless plans indicate otherwise or as approved by the Engineer.
 - vii. Allow for openings through spoils where general topography indicates an opening is necessary for passage of surface water to the drain.
 - viii. Place spoils on side of drain as indicated in the plans or as approved by the Engineer.
 - ix. Level spoils such that the landowner can work or till the area with commonly used farm equipment. In wooded areas, level areas to a condition suitable for travel with farm equipment.
3. Installation of Culverts or Storm Sewer Items
 - i. Place and backfill culverts and storm sewers as per plan and Sections 401 and 402 of the Standard Specifications. If culvert materials are not sufficiently detailed on plan set, obtain Engineer's approval of proposed material types.
4. Tile Outlets
 - i. Landowners will be given notice from the Engineer or Owner to mark tile outlets prior to beginning construction. The Contractor is reminded to be aware and mindful of tile outlets to avoid damaging them. Where existing tile outlets are left in place, it may be necessary to shorten their length and recess them back into a newly shaped slope.

n. Salvage and Cleanup

1. Salvage any materials as designated in the plans or specifications or as directed by the Engineer. All salvaged materials will be the property of the Owner. The Contractor is responsible for delivering to a designated stockpile as approved by the Engineer.
2. Clean up and dispose of all excess material, trash, wood forms and all other debris. Any small, fragmented concrete rubble will be either hauled from the site or buried with 24 inches of cover. Contractor to verify with property owner and agree in writing to areas where materials are to be buried. The Engineer will approve all material and location to be buried.
3. Provide project cleanup as an on-going operation. The entire project is to be fully completed and cleaned up before final payment is made.
4. When work involves construction activities in landscaped areas, the Contractor is to restore such property to its original or equivalent condition. Lawns in landscaped areas are to be established similarly to pre-construction conditions.

o. Payment

1. Submit periodic pay applications through the course of the project. No payments or recommendations for issuance of drain orders will be made unless accompanied by the Engineer's Report. Payment for items in periodic pay applications does not constitute approval or acceptance of those items of work.
2. Requests for payments are to be made in accordance with one of the following Payment Schedules, as called for in the bid schedule:
 - i. Payment requests are to be limited to three (3) or fewer payments less than ten percent (10%) retained on each payment request for the work performed, except for the final payment which will include all amounts previously retained. Payment requests will only be permitted after completion of fifty percent (50%) of the project, seventy-five percent (75%) of the project, and one-hundred percent (100%) of the project is completed and accepted. Payment for stored materials on-site and approved by the Engineer can be included in payment requests.
 - ii. Not later than the 25th day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified, approved estimate of the work performed during the preceding calendar month by the Contractor. The Owner will retain a percentage of the project as outlined in these specifications. Payment for stored materials on-site and approved by the Engineer can be included in the estimate.
3. Payment on all projects will be made within 30 days after the Engineer has stated to the Owner that the work is in place and payment can be made as per the applicable contract documents.
4. Retainage
 - i. Ten percent (10%) of each pay request will be retained.
 - ii. The Engineer's approval of the final payment request and final payment, including the ten percent (10%) previously retained by the Owner, will not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor is to promptly replace or repair any defect discovered within one year of the date of written acceptance of the work.

5. If requested, waivers of lien will be required from all subcontractors and material suppliers on the project.

p. Scope of the Work

1. The intent of the project is for the Contractor to perform successful construction of the work proposed. Any revisions or changes to the contract will be in accordance with Section 103 of the Standard Specifications.
2. Any work called for on the plans or in the specifications but not shown in the bid schedule are to be incidental and included in payment for other project items.
3. Final inspection surveys and reports will be initiated on open drain projects only after all items of work have been completed by the contractor in minimum reaches. The minimum reach considered for final acceptance will be one mile.

q. Notices to Landowners

1. Allow the Owner to notify landowners with regards to marketable timber, tile outlets, fences, and/or landscaping, etc.

Stambaugh County Drain

Bingham Township Huron County, Michigan

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **8:00 a.m. on July 31, 2024** at the **Huron County Road Commission, 417 S. Hanselman Street, Bad Axe, Michigan**, at which time the receipt of bids will be closed, and no bids will be received thereafter. Bid opening will commence at **8:30 am**.
2. It is the contractor's responsibility to assure that the bid is properly delivered and in the possession of the Owner prior to the opening of bids.
3. All bids are to be submitted in sealed envelopes, clearly marked as **Stambaugh County Drain** project and identified with the bidders name and address. All bid proposals must be signed and dated in ink, by a properly authorized person representing the bidder.
4. A certified check, cashier's check, bank money order or bid bond for bid deposit in the amount of 5% of bid payable to the **Stambaugh County Drain Drainage District** is to accompany each bid submitted. The bid deposits of all unsuccessful bidders will be returned following confirmation of award of contracts. The bid deposits of all successful bidders will be held as security for the faithful execution of contracts upon which bid, and will be returned following the binding and faithful execution thereof.
5. All bid entries are to be made in clearly legible handwritten ink, or may be typewritten, on the prescribed bid proposal forms. Any item upon which you are not bidding is to be identified by entering the words "No Bid" in the amount column beside that item. Any amount column entries that may be left blank will be considered as a No Bid entry for that item even though the unit price column may have been completed. Unit price entries will prevail in any instances of tabulation error. Proposals must be signed and dated in handwritten ink.
6. The Owner reserves the right to accept or reject any or all bids, to waive any errors or irregularities in any bid, and to award contracts in the best interest of the **Stambaugh County Drain Drainage District**.
7. All bids submitted the day of letting will be held for review and consideration by the Owner, and no contracts will be awarded at the time of letting. The Owner will announce confirmation of award of contracts, and this notice will be the contractor's authorization to assemble and present the necessary bond and insurance documents. A time period of 15 to 20 days following notice will be considered reasonable for this activity.
8. Specifics that will be required to complete the binding and faithful execution of contracts will include the following:
 - a. A bona fide contract performance bond that is acceptable to the Owner in the total amount of the contract to be awarded. This provision may be in the form of contract co-signers at the discretion of the Owner.

- b. A separate labor and material bond that is acceptable to the Owner, in the total amount of the contract to be awarded.
 - c. A certificate of currently in force contractors comprehensive liability and indemnity insurance with limits that is acceptable to the Owner.
 - d. A certificate of currently in force employee's workers compensation insurance with limits as required by statute.
 - e. A separate Owner's Protective Policy, including Explosion, Collapse, and Underground coverage that is acceptable to the Owner with limits of \$2,000,000.00 and \$2,000,000.00, and specifically naming all of the following insured:
 - i. **The Stambaugh County Drain Drainage District.**
 - ii. **The Huron County Drain Commission**
 - iii. **The Huron County Road Commission**
 - iv. **The County of Huron**
 - v. **The Township of Bingham**
 - vi. **Spicer Group**
9. Failure to execute the contract within 30 days following notice of award will be deemed to be default on the part of the contractor and will be cause for forfeiture of bid deposit to the Owner as liquidated damages.
10. Following the execution of contracts, a written Notice to Proceed will be issued by the Owner to the contractor. No work is to be undertaken by the contractor prior to the receipt of this notice.
11. The date for substantial completion of all work to be performed on the project will be:
- December 1, 2024**
- Substantial completion is understood to mean that all improvements will be essentially complete and the system will be operational. Turf may not yet be established, but slope stabilization and turf establishment measures are to be in place.
12. The date for final completion of all work including all final system adjustments, operational testing, and all final project trimming and cleanup will be **May 30, 2025**. If all required work is not completed by the specified date, a liquidated damages penalty in the amount of \$250.00 per day may be imposed at the discretion of the Owner.
13. Payments for all materials and work to be performed on this project will be by Cash upon completion. See Specifications for retainage.

Prior to release of the final payment, it will be required for the contractor to obtain statements of final approval and acceptance from the Huron County Road Commission.

BID FORM
(Proposal)

THIS BID IS SUBMITTED TO:

Huron County Drain Commission
c/o Board of Huron County Road commissioners
417 S. Hanselman Street
Bad Axe, Michigan 48413

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

(BIDDER NOTE: Bidder shall fill in date and number of all addenda. If no addenda have been issued, insert "N/A".)

Addendum No.	Date of Issue
<hr/>	<hr/>
<hr/>	<hr/>
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BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work for the following price(s), as specified in the following proposal.

Quantities are not guaranteed. Final payment will be based on actual quantities. The OWNER reserves the right to reject this bid on the grounds that it is unbalanced.

All inspection on this project will be performed by the Huron County Drain Office. Contractor is to provide a minimum 3 days notice for inspection purposes.

Hours worked on Saturday, Sunday and holidays, and overtime exceeding the normal eight hour working day will need to be scheduled and approved by the Drain Office.

BIDDER accepts the provision of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

For this Contract, Payment requests will be made in accordance with Article 5 of the Agreement.

The following documents are attached to, included with and made a condition of this Bid:

- ☐ Required Bid Security in the form of a certified check or Bid Bond in the amount of 5% of the Bid Price.

Communications concerning this Bid shall be addressed to:

**Huron County Drain Commission
Attn: Erik Tamlyn
417 S. Hanselman St
Bad Axe, MI 48413
(989) 269-9320**

The address of BIDDER indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

In submitting this bid, the Bidder agrees and it is understood by all persons that the right is reserved by the Owner to reject any and all bids, waive any irregularities, or accept any bid considered most favorable to the Owner.

Dated and signed at _____

State of _____ .

This _____ day of _____ , 20__.

Name of Bidder: _____

By: _____
(Authorized Officer's Name)

Its: _____
(Officer's Title)

Business Address:

Telephone Number:(____)

Federal I.D. Number: _____

**STAMBAUGH COUNTY DRAIN
PROPOSED BRANCH
BID FORM**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
<u>BRANCH OF STAMBAUGH DRAIN</u>					
<u>OPEN CHANNEL CONSTRUCTION</u>					
1.	1,092	Lin. Ft.	Two Stage Channel Construction (Sta. 0+00 to Sta. 13+68) Includes stockpiling of spoils as noted on plans	\$ _____	\$ _____
2.	1,528	Lin. Ft.	Channel Cleanout and One-Sided Shelf Construction (Left) (Sta. 13+68 to Sta. 30+50)	\$ _____	\$ _____
3.	1,528	Lin. Ft.	Spoil Leveling (Sta. 13+68 to Sta. 30+50)	\$ _____	\$ _____
4.	1	Lump Sum	Site Clearing	<u>Lump Sum</u>	\$ _____
<u>CROSSINGS</u>					
<u>No. 1 Station 0+75 -Hagen, B & S</u>					
5.	92	Lin. Ft.	66" x 51" CMPA (3" x 1" Corr., 12 Ga.) Bevel Culvert Ends 2 Hor. To 1 Vert. Construct Native Drive	\$ _____	\$ _____
<u>No. 2 Station 12+44 -Hagen, B & S</u>					
6.	92	Lin. Ft.	66" x 51" CMPA (3" x 1" Corr., 12 Ga.) Bevel Culvert Ends 2 Hor. To 1 Vert. Construct Native Drive	\$ _____	\$ _____
<u>No. 3 Station 13+41 - Stambaugh Road - Gravel Road</u>					
7.	52	Lin. Ft.	60" x 46" CMPA (3" x 1" Corr., 12 Ga.) Bevel Culvert Ends 2 Hor. To 1 Vert.	\$ _____	\$ _____
8.	1	Lump Sum	Hagen Driveway Construction (Along Stambaugh Rd)	<u>Lump Sum</u>	\$ _____
9.	80	Lin. Ft.	18" CMP (2-2/3" x 1/2" Corr., 16 Ga.) (Hagen Driveway)	\$ _____	\$ _____
<u>No. 4 Station 15+61 - Hagen, E. - Native Drive</u>					
10.	1	Lump Sum	Remove Existing Crossing	<u>Lump Sum</u>	\$ _____
<u>No. 5 Station Sta. 22+07/No. 6 Sta. 23+27 - Lipskey, K - Gravel Drive/Native</u>					
11.	154	Lin. Ft.	49" x 33" CMPA (Installation Only) Culvert to be supplied by HCDC	\$ _____	\$ _____
<u>No. 7 Station 25+86 - Hagen, E. & J. - Native Drive</u>					
12.	1	Lump Sum	Remove Existing Crossing	<u>Lump Sum</u>	\$ _____
<u>SOIL EROSION AND SEDIMENT CONTROL</u>					
13.	200	Sq. Yds.	Miscellaneous Plain Riprap	\$ _____	\$ _____

14.	50	Lin. Ft.	Plain Riprap Spillway	\$	_____	\$	_____
15.	100	Lin. Ft.	Plain Riprap Toe of Slope Protection	\$	_____	\$	_____
16.	2	Each	10" and Larger Tile Outlet Repair	\$	_____	\$	_____
17.	3	Each	6" to 8" Tile Outlet Repair	\$	_____	\$	_____
18.	3	Each	4" to and Smaller Tile Outlet Repair	\$	_____	\$	_____
19.	10	Each	Plain Riprap Splash Pad	\$	_____	\$	_____

MISCELLANEOUS ITEMS

20.	1	Lump Sum	Cleanup and Restoration	<u>Lump Sum</u>	\$	_____
21.	1	Lump Sum	Seeding, Fertilizing, and Mulching	<u>Lump Sum</u>	\$	_____
22.	1	Lump Sum	Traffic Control	<u>Lump Sum</u>	\$	_____

TOTAL ESTIMATED CONSTRUCTION COST----- \$ _____

Stambaugh COUNTY DRAIN

**Bingham TOWNSHIPS
HURON COUNTY, MICHIGAN**

BID DEPOSIT - RETURN AFFIDAVIT

Enclosed herewith is () - Certified Check

() - Cashier's Check

() - Bank Money Order

() - Bid Bond (see next page)

In the amount of 5% of bid payable to the **Stambaugh County Drain**.

As a bid deposit to insure my binding and faithful execution of contracts in this matter. I understand that this bid deposit may be forfeited if I am determined to be the successful bidder, and then should fail to execute contracts in a timely manner to the satisfaction of the Owner.

_____ Company Name

By - _____ Authorized Signature

Date - _____

I hereby accept and acknowledge return of my bid deposit in the full amount in this matter.

_____ Company Name

By - _____ Authorized Signature

Date - _____

Witness -

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____

as Surety, are hereby held and firmly bound unto the **Stambaugh County Drain**

Drainage District as Owner in the penal sum of
_____ Dollars, (\$ _____) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to the Huron County Road/Drain Commission a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Stambaugh County Drain** for the Huron County Road/Drain Commission.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year **2024** by and between **Huron County Road/Drain Commission** (hereinafter called OWNER) and **Contractor.** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Proposed Branch of Stambaugh Drain

Article 2. ENGINEER

The project has been designed by: ***Spicer Group***; who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

See Instructions to Bidders for Contract Time.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred & fifty dollars (\$250.00) for each day that expires after the time specified in Section 3 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred & fifty dollars (\$250.00) for each day that expires after the time specified in Section 3 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds.

CONTRACTOR agrees that all inspection on this project will be performed by the Drain Office. (An inspection day shall be any day when an inspector is required to observe: excavation to grade; laying of pipe and appurtenances; backfilling; compaction; location and installation of services; installation of manholes, catch basins, meter pits, pump stations, and junction chambers; roadway construction; forming and pouring of concrete items; boring/jacking pits, line and grade of casing pipes, stripping, leveling, clearing, disposal, and cleanup, etc.)

The inspector's day shall be defined as Monday through Friday 7:00a.m.-3:30p.m. for the months of September-May and Monday-Thursday, 6:00a.m.-4:30p.m. for the months of June-August. Any work performed outside of these times is to be coordinated with the inspector and submitted in writing. Contractor shall not work on

Saturday, Sunday, or any legal holidays without written consent from the Huron County Drain Office. Work periods are when a construction working crew have been assembled at the job site to actively perform the work required of the contract.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Progress Payments

All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), and as set forth in the following.

Payments for all materials and work to be performed on this project will be by cash, monthly payments will be allowed with 10% of the amount approved to be retained on each payment, except the last which will include all amounts previously retained.

Final Payment

Upon final completion and acceptance of the Work in accordance with in Section 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Engineer, and as described above.

Article 6. INTENTIONALLY LEFT BLANK

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied carefully all reports and explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishings of the Work at the Contract Price, within the Contract Time; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

CONTRACTOR will complete the Work for the following prices(s), as specified in the following Exhibit "A"
Quantities are not guaranteed. Final payment will be based on actual quantities.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work is to also include the 2020 Michigan Department of Transportation Standard Specifications for Highway Construction, and the Huron County Drain Office General Specifications.

Article 9. MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, **2024**.

OWNER:

CONTRACTOR:

ByBy.....

Attest Attest

Address for giving notices:

Address for giving notices:

*Huron County Drain Commission
c/o Erik A. Tamlyn, Deputy Drain Commissioner
417 S. Hanselman Street
Bad Axe, MI 48413
(989) 269-6404
f (989) 269-8491*

*Name
c/o contact
address
address
phone
fax*

PERFORMANCE BOND

WE, _____

hereinafter called the Principal, and _____

a corporation, organized and existing under the laws of the State of _____

and duly authorized to transact business in the State of Michigan, as Surety, hereinafter called "Surety" are held and firmly bound unto

_____, as Obligee, and hereinafter called

"Obligee", in the just and full sum of _____

_____ Dollars

(\$ _____) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, The above Principal has entered into a contract with the said

Obligee, dated the _____ day of _____, _____ for

which contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein, and

WHEREAS, It was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, For value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, If the above Principal shall in all respects comply with the terms and conditions of said contract, and his (their or its) obligations thereunder, including the specifications therein referred to and made a part thereof, and such alterations as may be made in the specifications, as herein or therein provided for, and shall during the period of one (1) year after completion and final acceptance of the work make good any defect in workmanship and materials, then this obligation to be void, otherwise it shall remain in full force, effect and virtue.

Signed and sealed this _____ day of _____, _____.

Signed, Sealed and Delivered in the Presence of:

PRINCIPAL: _____

BY: _____

BY: _____

SURETY: _____

BY: _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____

hereinafter called the "Principal", and _____

_____, a corporation organized

and existing under the laws of the State of _____

having its principal office at _____

hereinafter called the "Surety", are held and firmly bound into the _____

hereinafter called the "Owner", for the use of any and every person, co-partnership, association or

corporation interested in the full and just sum of _____

_____ Dollars,

(\$ _____), lawful money of the United States of America, to be paid to the said obligees or its or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective

seals and dated this _____ day of _____, _____

WHEREAS, The above bounden _____

Principal, has entered into a contract with _____

(Owner)

dated the _____ day of _____, _____, for the

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore, may sue in assumpsit's on this bond in the name of the Owner for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, That any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, The said Principal and Surety have duly executed this bond under the seal and day and year first above written.

PRINCIPAL: _____

_____ BY: _____

_____ BY: _____

SURETY: _____

_____ BY: _____
(SEAL)

APPROVED AS TO FORM:

Attorney for Owner