

ADVERTISEMENT  
INSTRUCTIONS TO BIDDERS  
PROPOSAL  
AND  
SPECIFICATIONS

**McCORMICK DRAIN  
#393**

**RIGA TOWNSHIP**

Bid Opening: September 28, 2021 @ 10:00 am

Prepared By:  
Lenawee County Drain Commissioner  
320 Springbrook Avenue  
Suite 102  
Adrian, Michigan 49221

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## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

Sealed proposals will be received by the Lenawee County Drain Commissioner for the McCormick Drain, to cover the construction of drain cleanout and culvert installations in Sections 3, 4, & 33 of Riga Township, Lenawee County, Michigan.

### 2. PROPOSALS

Proposals shall be submitted to Jennifer L. Escott, at the office of the Lenawee County Drain Commissioner at 320 Springbrook Avenue - Suite 102, Adrian, Michigan, until 10:00 in the forenoon of September 28, 2021. The proposals shall be in sealed envelopes, clearly marked on the outside with the name of the drain and the name of the company submitting the bid.

### 3. SIGNATURES

(a) Bids which are not signed by individuals making them, should have attached thereto a power of attorney evidencing authority to sign the bids in the name of the person by whom it was signed.

(b) Bids which are signed for a partnership, should be signed by one of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid executed by the partners.

(c) Bids which are signed for a corporation should have the correct corporate name thereon and a signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "BY\_\_\_\_\_".

### 4. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids.

### 5. BID DEPOSIT

Each proposal shall be accompanied by a cashiers check, certified check, money order or bid bond payable to the Lenawee County Drain Commissioner in an amount of not less than five percent (5%) of the amount of the proposal as a Bid Security. This bid deposit shall be forfeited to the owner in case of failure of the bidder to return the signed Notice of Award within fifteen (15) days or sign a contract after notification of acceptance. Personal or business checks or cash will not be acceptable.

### 6. RETURN OF DEPOSIT

Check or bid bond of all except the three (3) lowest bidders will be returned promptly after the opening of bids. All remaining deposits will be returned upon receipt of the final approved executed contracts.

## 7. AWARD OF CONTRACT

(a) The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee by the owner.

(b) Prior to an award of contract, the low bidder will be required to submit, upon request, copies of a statement of his qualifications which shall include a financial statement, a record of experience and a list of equipment; also, a statement of the experience and qualifications of the superintendent he intends to place in charge of construction.

## 8. CONTRACT

The contractor to whom the contract is awarded shall execute two(2) copies of the contract as required in the specifications.

## 9. ADDENDA BULLETINS

Any interpretation of the plans, specifications or other contract documents will be issued by the engineer, prior to the receiving of bids. Contractors and others submitting bids should promptly make any requests for such interpretations.

## 10. CONDITIONS AT SITE

(a) It is a requirement that the bidders visit the site and fully inform themselves of all site conditions. The contractor awarded a contract will be responsible for all underground conditions which may be encountered during the progress of the work and his bid shall include all expenses pertaining to site conditions.

(b) Test borings have not been made at the site of the work by the engineer and the contractor is hereby directed to make his own independent investigations at his own expense and base his bid on his own determinations of sub-surface conditions.

## 11. TIME FOR COMPLETION

The final completion dates are December 15, 2021 for open drain clean-out and culvert installation, and May 15, 2022 for final restoration and vegetation establishment. Liquidated damages of \$200.00 per day may be imposed thereafter.

## 12. BOND REQUIREMENTS

The contractor that is the successful bidder will furnish a Contractors Performance Bond in an amount equal to the full amount of the contract running to the "Owner" to insure the completion of work according to contract requirements. The Bond may be validated with two(2) co-signers of contractors that are qualified to perform such work, if acceptable to the "Owner" and the bid is less than \$50,000.

### 13. INSURANCE REQUIREMENTS

The word "Owner" in these requirements refers to the Lenawee County Drain Commissioner.

The contractor will furnish a minimum "Owners" protective Liability Insurance policy covering: (a) Bodily Injury for each occurrence (\$1,000,000.) Aggregate (\$1,000,000.) (b) Property Damage (\$500,000.) Aggregate (\$1,000,000.).

The insurance will be maintained in full force until six (6) months after contract termination date. It will insure Lenawee County, the Lenawee County Drain Commissioner and the McCormick Drain Drainage District against any claims for damages arising directly or indirectly from the performance of the work. Also, Riga Township, and the Lenawee County Road Commission.

The contractor will carry Contractors General Liability Insurance and Automobile Liability Insurance with Limits of Liability the same as those stated in the "Owners" Protective Liability Insurance.

The "Owners" Protective and Contractors General Liability Insurance shall include, but not be limited to, coverage for (a) Underground damage to facilities due to excavating with mechanical equipment and (b) Collapse or structural injury to structures due to excavation.

A certificate showing the contractor has the above named insurance coverages in the amounts stated will be attached to each contract. This insurance coverage will not only protect the contractor but also subcontractors working under the contract. All insurance policies and certificates shall include an endorsement guaranteeing thirty (30) days prior written notice to the "Owner" of cancellation or reduction of coverage.

### 14. WORKERS COMPENSATION INSURANCE

Accepted contractor shall file certificate of compensation insurance compliance with the Drain Commissioner.

### 15. UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND WITHHOLDING TAX

Accepted contractor shall comply with all Federal and State requirements relating to Unemployment, Social Security, Michigan "Use" tax and Withholding Tax laws.

### 16. WAGE RATES

Contractor shall determine the prevailing legal, standard wage rate prevalent in the territory this construction work is being done and base his bid accordingly.

### 17. PAYMENT

The payment terms and procedure will be by check at 50% completion and 90% completion, or as requested by the Contractor, with 10% retained until final completion and acceptance of all contract requirements.

PROPOSAL FOR McCORMICK DRAIN #393:

To: Jennifer L. Escott  
 Lenawee County Drain Commissioner  
 Adrian, Michigan

By: \_\_\_\_\_

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 conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work and furnish all the materials except as otherwise specified herein and for the unit prices or lump sums named in the itemized bid, to complete the work herein described in strict accordance with the plans therefore and strict conformity with the requirements of the present Standard Specifications for Highway construction of the Michigan Department of Transportation and such other special provision and supplemental specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as to be recommended by the Engineer and authorized by the Drain Commissioner, prices for which are agreed upon before such work is begun.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Remove all brush & trees from "V" of Channel and along one side per plan	Lump Sum		\$_____
2.	Cleanout of approx. 5,559 ft. of County Drain starting at Sta. 0+00	Lineal feet	\$_____/ft.	\$_____
3.	Level Spoil for approx. 5,559 ft.	Lineal feet	\$_____/ft.	\$_____
4.	Sta. 15+34 Clean thru approx. 40LF of 36" CSP (Road crossing).	Lump Sum		\$_____
5.	Sta. 19+18 Clean thru approx. 40LF of 36" CSP (Road crossing).	Lump Sum		\$_____
6.	Sta. 31+50 Remove & Dispose of CSP & Concrete Box (Yankee Road Crossing).	Lump Sum		\$_____
7.	Sta. 31+50 Install 40 LF of 36" CSP (Road crossing).	Lump Sum		\$_____

- |  |                   |
|--|-------------------|
| 8. Sta. 35+30 Install 60 LF<br>of 30" CSP (Field/Driveway crossing).           | Lump Sum \$ _____ |
| 9. Sta. 40+15 Remove & Dispose of 40 LF<br>of 30" RCP (Driveway crossing).     | Lump Sum \$ _____ |
| 10. Sta. 40+15 Install 50 LF of 30" CSP<br>(Driveway crossing).                | Lump Sum \$ _____ |
| 11. Sta. 50+00 Remove & Dispose of 40 LF<br>of 6" Culvert (Driveway crossing). | Lump Sum \$ _____ |
| 12. Sta. 50+00 Install 40 LF of 18" CSP<br>(Driveway crossing).                | Lump Sum \$ _____ |

Total Amount of Bid: \_\_\_\_\_ \$ \_\_\_\_\_

Total Amount of Bid: \_\_\_\_\_  
(In writing)

Submitted By: \_\_\_\_\_  
(Company) (Signature)

Phone Number: \_\_\_\_\_

NOTE: Please use pen when filling out this proposal. All bid items to be filled in completely.

**NOTES:**

1. Trench safety for installation of tile and structures will be a priority. Unsafe installation procedures will require unpaid work stoppage until conditions are corrected. Failure to comply with safe work site operations may require the Owner to contact the necessary Local, State or Federal Agencies for further investigation. Qualified Person trained in excavation and trenching safety is required to be on site per MIOSHA.
2. Contractor is required to call MISS DIG prior to start of excavation. Failure to do so will result in a \$500.00 deduction from final payment. Hand digging may be required to locate utilities. Utility locations on plan are only approximate.
3. Culvert pipes to be furnished by Lenawee County Drain Commissioner, delivered to site.
4. Other necessary materials (Pieces needed to repair tile outlets, stone, fabric, seed, , etc.) to be provided by Contractor. Culvert backfill materials for installation to be included in lump sum price.
5. Contractor shall exercise care and caution in cleaning thru culverts to avoid undercutting abutments and footings. Questionable or unsafe abutments and footings shall be brought to the immediate attention of the Drain Commission. Failure to report such conditions may deem the Contractor liable for damages in the event of subsequent failure of the structure. Contractor is to guarantee their work for one (1) year from completion.
6. Other Culvert installation shall include excavation, backfill, waste removal, final grading, "D" stone, fabric, cleanup and crossing restoration to existing condition. Culvert provided by LCDC.
7. This project is for bottom dipout only. Contractor to daily seed any disturbed drain banks.

8. Contractor to follow Road Commission R.O.W., signing, and frost law requirements.
9. Contractor to guarantee their work for one (1) year from final approval, including settling/grass.
10. Contractor should thoroughly study attached site plan and requirements and be familiar with soil and site conditions prior to bidding.
11. Drain Commissioner has submitted LCRC permit for working in right of way. Contractor is responsible for signing permit at LCRC, any bond requirements and insurance needed for LCRC. Contractor to call LCRC, LCDC, Sheriff, LISD, and schools when scheduling any road closures.
12. Trees and brush removed shall be piled in the R.O.W. for disposal by the property owner. Any removals not on plans shall be approved by LCDC prior to removal.
13. Landowner Agreement Form to be signed by property owner and submitted to the Drain Commission by the Contractor for any work or travel outside of the easement.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner (Lenawee County Drain Commissioner), he will, within (5) consecutive calendar days after receiving notice of acceptance of such proposal, enter into a contract in the appropriate form, furnish the labor, material and equipment necessary for the full and complete execution of the work at and for the prices named in his proposal and he will furnish to the Owner such surety for the faithful performance of such contract and for the payment for all material used in this work and for all labor expended thereon as shall be approved and accepted by the Owner.

The undersigned hereby agrees that if this foregoing proposal shall be accepted, he will complete the entire work of this contract within the specified time for completion.

The undersigned attaches hereto a certified check on an open, solvent bank or a bidders bond in the amount of not less than 5% of the proposal payable to the Lenawee County Drain Commissioner, as a guarantee of good faith. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the Owner within fifteen (15) days after being furnished with the necessary contract and bond forms, said check or bond may be forfeited to the County of Lenawee as liquidated damage. It is understood that the check of the lowest bidder will not be returned until the contract has been executed and that the proposal guarantees of all, except the three lowest bidders, will be returned promptly.

In submitting this bid it is understood that the right is reserved by the Lenawee County Drain Commissioner to accept any proposal, to reject any proposal and to waive any irregularities in bids.

Date: \_\_\_\_\_

Firm Name \_\_\_\_\_

Official Address \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_



## CONTRACT

Contract of McCormick Drain with:

**AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jennifer L. Escott, Lenawee County Drain Commissioner, party of the first part, hereinafter called the OWNER, and \_\_\_\_\_, party of the second part hereinafter called the CONTRACTOR.

**NOW THIS AGREEMENT WITNESSETH**, That said Contractor, in consideration of the agreement herein made by the Owner, agrees with the Owner as follows:

Article 1. **SUBJECT MATTER.** Said Contractor shall and will furnish all the materials except culvert pipe material and perform all the work for said **McCORMICK DRAIN** as shown on the drawings prepared by the Lenawee County Drain Commissioner and described in the specifications and in accordance with the general conditions, the notice inviting sealed proposals and the proposal, which are hereby declared to be a part of the specifications and which drawings and specifications are hereby made a part of the contract as fully as if herein repeated and copy of which the Contractor acknowledges he has received.

Article 2. **COMMENCEMENT OF WORK.** The Contractor shall commence the work to be done under this contract on or before the time as specified under The Proposal; and the work shall be carried on with due diligence, at such points and at such times and seasons and with such force and in such manner as to secure its completion on or before the time as specified in The Proposal; the time of beginning, rate of progress and time of completion being essential conditions of this contract.

Article 3. **PAYMENT.** It is hereby mutually agreed that the Owner shall pay by Drain Order and the Contractor receive, the sums named on the attached exhibit, same being the amounts named in The Proposal as full compensation for labor and materials required in executing all the work contemplated in this contract, subject to additions and deductions, as provided in the specifications.

Article 4. **ESTIMATES.** The Owner agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of the performance of this contract, by Check, paying Ninety Percent (90%) thereof on the basis of estimates made by the Engineer as the work progresses and approved by the Owner. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the Engineer, it is not advisable, for the protection of the Owner, at that time to make payment on and such estimates may be altogether withheld when, in the opinion of the Engineer, work does not progress in accordance with the provisions of this contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance of any part of the work under this contract.

Article 5. **RETENTION OF MONIES.** In addition to the Ten Percent (10%) of contract price above retained, to insure the completion of the work, said Owner reserves the right to retain at all times from the estimates, an amount sufficient to pay and discharge all debts incurred by said Contractor, or sub-contractor, for labor performed thereon in the progress of the work and for material purchased and used therefor, and, at its discretion, to pay the same to the parties entitled thereto and charge the same against the contract price and the Contractor shall, before final acceptance, file with the Owner a sworn statement that all claims for labor and material have been paid in full.

Article 6. SEPARATE CONTRACTS. Where two or more contracts are grouped together herein, it is expressly agreed that said contracts are to be construed as separate, distinct, independent contracts and that all the terms and conditions herein mentioned shall apply to each of said contracts to the extent and in the same manner as though each of said contracts had been executed as a separate instrument.

Article 7. ACCEPTANCE AND FINAL PAYMENT. The final payment, including the Ten Percent (10%) previously withheld, shall be payable by check on the approval and acceptance of the work by the Engineer and his recommendations thereof and its acceptance by the Owner.

The payment of the final amount due under this contract and the adjustment and payment of all bills rendered for the work done in accordance with any alterations of the same, shall release the Owner from any and all claims or liability on account of work performed or materials furnished under said contract of any alterations thereof.

Legal Status of Bidder:

A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_ whose signature is affixed to this proposal, is duly authorized to execute contracts.

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed by their duly authorized officials this agreement.

OWNER:

BY: \_\_\_\_\_  
Jennifer L. Escott  
Lenawee County Drain Commissioner

ATTEST:

\_\_\_\_\_  
Name (signature)  
\_\_\_\_\_  
Name (print)

CONTRACTOR:

By: \_\_\_\_\_  
Name (signature)  
Name (print)

ATTEST:

\_\_\_\_\_  
Name (signature)  
\_\_\_\_\_  
Name (print)

CONTRACT BOND

**KNOW ALL MEN BY THEIR PRESENCE:**

**THAT WE**, the undersigned, \_\_\_\_\_ and \_\_\_\_\_ as sureties, are held firmly bound into the Drain Commissioner, of Lenawee County, Michigan, in the penal sum of \$\_\_\_\_\_ Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS said principal has hereto filed with the Drain Commissioner of Lenawee County, Michigan, a written bid or proposal for the construction and completion of said McCORMICK DRAIN in the County of Lenawee, Michigan and Whereas, Jennifer L. Escott, Drain Commissioner of Lenawee County, Michigan accepted said bid or proposal and has awarded to said principal the Contract for the construction and completion of the aforesaid work and

**WHEREAS**, Jennifer L. Escott, Drain Commissioner of Lenawee County, Michigan and \_\_\_\_\_, Principal, have entered into an agreement dated \_\_\_\_\_, 20\_\_\_\_, covering the construction of said McCORMICK DRAIN.

Now if the said Principal shall well, truly and faithfully comply with and perform each and all of the terms, covenants and conditions of said agreement, according to the tenor thereof, and within the time prescribed and will perform the work embracing therein upon the terms proposed and within the time prescribed and in accordance with the Plans and Specifications and estimate furnished therefore, to which reference is here indemnify the Drain Commissioner of Lenawee County, Michigan against any damage that may result by reason of the negligence of the Contractor in making said improvement or doing such work and shall pay all lawful claims of Sub-contractor's material, men and laborers for labor performed and materials furnished in carrying forward, performing or completing said agreement, said principal and sureties agreeing and assenting that this undertaking shall ensure to the benefit of any man/woman or laborer having a just claim, as well as for the oblige herein, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any or all claims hereunder shall in no event exceed the penal of this obligation as herein stated.

The said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said agreement or to the work to be performed there under or the Specifications accompanying the same shall in any way effect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the said agreement or to the work or to the Specifications.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name  
Contractor

**ATTEST:**

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

**SURETIES:**

1) \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name (signature)  
\_\_\_\_\_  
Name (print)

**ATTEST:**

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

2) \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name (signature)  
\_\_\_\_\_  
Name (print)

**ATTEST:**

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SPECIFICATIONS

### General Requirements

DEFINITIONS The word "Owner" in these Specifications is in refers to the Drain Commissioners, Intercounty Drainage Boards, Departments of Public Works, Municipalities, Developers or other Clients as is applicable to this Project. Technical decisions involving the Engineering Phase of this Project shall be made by the Engineer employed by "Owner" as his Agent. "Standard Details" mentioned in these Specifications refers to the sketches, tables, notes and other items attached to the back of the Engineering Plans prepared for this Project.

COMPLIANCE All work shall comply with the Plans and Specifications and with all applicable codes, laws and regulations of local, state or federal agencies. At any time when, in the opinion of the "Owner", provisions of the Plans and Specifications are being violated by the Contractor, the "Owner" shall have the right and authority to order all construction to cease. Work may not continue until satisfactory arrangements have been made to comply with the plans and Specifications.

In case of discrepancy, the Final Plans prepared for the Project shall govern over these specifications. The interpretation of these Specifications shall be made by the Engineer.

CONTRACTOR'S UNDERSTANDING It is understood and agreed that the Contractor has, by careful study and personal on-site examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials, soil and water conditions to be encountered, the character of equipment and facilities needed during the execution of the work, the general and local conditions and all other matters which can in any way affect the work on this Project and shall base his bid accordingly.

No verbal agreement or conversation with any officer, agent of employee of the "Owner" either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained therein.

The Contractor shall furnish competent supervision, skilled labor, required materials, tools, equipment and incidentals to complete the work and shall insure that satisfactory progress is maintained. The Contractor shall not award any work to any Sub-Contractor without written approval of the "Owner".

The Contractor will, upon request, furnish a schedule for approval by the Engineer of the proposed construction sequence and estimated starting and completion dates.

Unless otherwise approved by the Engineer, all construction shall commence at the downstream end of the Project and proceed in an upstream direction.

On closed drain projects, no work shall be initiated by the Contractor until a Pre-Construction Conference is held between the Contractor, "Owner" and Engineer.

INSURANCE The word "Owner" in these requirements refers to the Lenawee County Drain Commissioner. The Contractor will furnish a minimum "Owner's" Protective Liability Insurance policy covering: (a) Bodily Injury for each occurrence (\$1,000,000.) Aggregate (\$1,000,000.) (b) Property Damage (\$500,000.) Aggregate (\$1,000,000.). The insurance will be maintained in full force until six (6) months after contract termination date. It will insure Lenawee County, the "Owner" and the Drainage District against any claims for damages arising directly or indirectly from the performance of the work. The Contractor will carry Contractors General Liability Insurance and Automobile Liability Insurance with limits of Liability the same as those stated in the "Owner's" Protective Liability Insurance. The "Owner's" Protective and Contractors General Liability Insurance shall include, but not be limited to, coverage for (a) underground damage to facilities due to excavating with mechanical equipment and (b) collapse or injury to structures due to excavation. A certificate showing the contractor has the above named insurance coverages 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 thirty (30) days prior written notice to the "Owner" of cancellation or reduction of coverage.

PUBLIC UTILITIES The location of existing utilities shown on the Plans has been determined from available information and records. The "Owner" assumes no responsibility nor liability for repair of damage to these and other utilities not shown on the Plans. The Contractor shall field check the location of all utilities before commencing work.

The Contractor shall notify the "Owner" and all Public Utilities 10 days in advance of the time that he intends to work in the close proximity of any right-of-way of a Public Utility. All such work shall be under the guidance of the Utility involved and performed according to applicable safety codes.

RIGHT-OF-WAY PERMITS The Contractor shall check with the "Owner" on the width of permanent and temporary right-of-way secured on this Project before starting construction. He shall also obtain permission from property owners in case it becomes necessary to go off the right-of-way for any purpose whatsoever. When written permission is required, it shall be filed with the "Owner". All ingress-egress roads, material or equipment storage shall be restricted to the temporary construction easements obtained unless otherwise approved by the landowners.

When property owners request the Contractor to modify certain items in these specifications or on the Plans (i.e. method of leveling spoil or amount of clearing to be done), prior approval must be obtained from the Owner. The property owner shall provide a written and signed request to be filed in the Owner's office.

Before starting any construction within the right-of-way of any street, road, utility or railroad, the Contractor shall give advance notice to the Agencies or Companies involved and shall also determine that all necessary permits have been secured. Upon completion of the Project, he shall, if requested, obtain written certification from said Agencies or Companies that all work performed meets with their approval.

**JOB SAFETY** During the process of work involving roadways, open trenches or pits, the Contractor shall erect and maintain barriers, warning lights and other protective devices and shall furnish such watchmen as will prevent any accident in consequence of his work. He shall be liable for all accidents and damages caused by his acts or neglect or those of his sub-contractors, agents, employees or workmen.

All work involving safety or health risks shall be done in strict accordance with the rules and regulations of the Occupational Safety and Health Act. (O.S.H.A.) When personnel are working around equipment, particular care shall be taken to see that safety hard hats are used.

Contractor is to request latest copy of Drain Commission Safety Rules and comply with them.

At regular intervals during the construction, the Contractor shall do routine clean-up and housekeeping of the work area to keep it in a safe and neat appearing condition.

The Contractor shall carry out the work in such a way as to minimize interruption of access to any dwelling, farm field or roadway along or adjacent to the work.

**SOIL EROSION AND SEDIMENTATION CONTROL** All work involving an earth change must, under the provisions of Part 91 of Act 451, P.A. of 1994, provide for control of soil erosion and the protection of the waters of the State from sedimentation. Certain measures and devices have been incorporated into these Plans and Specifications to meet the requirements of the Act.

The construction operations will be scheduled with erosion control in mind. When required, temporary erosion control measures must be completed before starting the work. These measures must be inspected and kept effective throughout the period of construction operations. Clearing operations will be scheduled and performed so that grading and permanent erosion control measures can follow immediately or temporary control measures will be used. The amount of erodible soil exposed at any one time will be kept to a minimum. Unforeseen conditions discovered during construction will be corrected by temporary or permanent measures whenever and as required. Permanent soil erosion control measures shall be completed within 5 calendar days after the final earth change has been completed on any reach or portion of the work.

The Contractor shall obtain and follow the latest APA guidelines from the Drain Commission office.

**STAKES** The Engineer will, with reasonable advance notice (minimum of 48 hours), set suitable centerline or cut stakes showing the locations and elevations of various parts of the work. No work shall be undertaken until such stakes have been set by the Engineer. When feasible, the Contractor shall take due and proper precautions for the preservation of these stakes and bench marks and shall see to it that the work at all times proceeds in accordance therewith. Any re-staking necessary, due to negligence of the Contractor in preserving the original stakes, will be done by the Engineer and the expense of so doing will be charged to the Contractor.

The Contractor shall carefully protect all legal monuments or property markers from disturbance or damage. Should the work require that such items be removed, the Contractor shall give ample notice to the Engineer so that they may be witnessed or referenced. Monuments or markers so removed, will be re-set at the Contractors expense following completion of the work.

The Contractor shall cooperate with the Engineer in the scheduling of layout surveys and inspection services. In order to accomplish this, advance notice will be required of all changes in progress and work schedules.

ALIGNMENT The centerline of the Drain will be laid out by the Engineer. No changes in alignment will be made without permission from the "Owner". On open drains, unless otherwise specified, all changes in direction shall be accomplished by smooth curves commencing and ending at least fifty (50) feet on each side of the angle.

FENCES The property "Owner", with reasonable notice from the Contractor, shall be responsible for the removal and replacement of fences. The Contractor shall, however, make every effort to preserve as many fences as is reasonably possible. When fence replacement is called for on the Plans, it shall be constructed according to Section 5.11.10 M.D.O.T. Specifications. The new fence shall be of the same type as that being replaced.

JACKING-BORING Jacking, boring or tunneling of a culvert or sewer under any roadway shall be done in accordance with methods and material standards outlined by Lenawee County Road Commission Standards and Specifications. (See Special Conditions.)

When casing or liner pipe is neither specified or required for the jacking and tunneling operation, but the Contractor feels one will be necessary because of site or installation problems, the cost of the casing or liner pipe shall be included in his unit price bid.

The Contractor shall promptly grout any cavities occurring during the jacking-boring or tunneling operation and shall be fully responsible for the repair of all damages caused by settlement during the operation.

MATERIALS When requested, for items which are specifically shop fabricated for this Project (such as pre-cast manhole sections), the Contractor or material supplier shall submit shop drawings to the Engineer for approval prior to shipment to the job site.

On Projects where separate contracts are let for supplying materials, the Contractor, when requested, shall be responsible for coordinating, ordering and delivery of all materials to the site. This shall include arrangements for unloading and storage of materials as well as the return of damaged or rejected items. All materials shall be so unloaded, handled and stored as to assure the preservation of their quality and fitness for the work.

CONCRETE All concrete used in the performance of the work shall conform to Grade "35S" as defined in Section 7.01 of the M.D.O.T. Specifications or as approved by the Engineer. It shall also meet the requirements for materials and construction methods as outlined in that Section. Site de-watering and the placement of forms shall conform to acceptable construction practices as approved by the Engineer. Concrete shall be so placed and vibrated as to prevent segregation and the formation of cold joints. The concrete shall be adequately protected during initial set up time and covered or treated with suitable curing compounds.

NOTICE TO PUBLIC UTILITIES All Public Utilities must be notified prior to any excavation as provided for in Act No. 53, Public Acts of 1974, State of Michigan. 72 hours prior to construction, Call 'Miss Dig' (Toll Free) 1-800-482-7171.



SEEDING Seeding Drain Side Slopes (Open drain projects). When called for on the plans, drain side slopes, watercourse grade-outs and culvert end slopes will be fertilized and seeded daily upon completion of final spoil shaping.

RE-SEEDING DRAIN SIDE SLOPES (Open drain projects). When called for on the plans, certain critical side slopes, where the initial daily seeding did not produce an adequate catch of new grass, will be fertilized and re-seeded to reduce the soil erosion potential. The Engineer shall inventory and determine those areas to be re-seeded.

SEEDING DISTURBED AREAS (Closed drain projects). All areas over the trench and other disturbed areas will be raked, smoothed, fertilized, seeded and mulched upon completion of the backfilling operation except in agricultural fields.

The time of seed application will be as follows:

Drain side slopes -- Daily seed any time ground is not frozen except from October 1 to November 1. When other than daily seeding is approved or re-seeding is required or when construction is completed in a non-seeding period, seeding will be allowed only from early Spring to June 15 or from August 10 to October 1. If directed by the Engineer, proper seedbed preparation will be required on seedings not done daily or on areas to be re-seeded.

Disturbed areas -- Seed anytime ground is not frozen except from October 1 to November 1. Seed type and application rates per acre for drain side slopes, leveled spoil and disturbed areas not landscaped will be as follows:

Mustang II Tall Fescue	25 lbs.
Creeping Red Fescue	10 lbs.
Perennial Ryegrass	5 lbs.
Annual Ryegrass	5 lbs.
Kentucky Bluegrass	4 lbs.
Inert Matter	<u>1 lbs.</u>
TOTAL	50 lbs.

When seeding disturbed areas in landscaped sections, use a commercially available lawn seed mixture to match the existing lawn grass type and apply it according to the seed supplier's recommendation.

Seed will be delivered to the site in tagged and labeled bags and, if requested, tags from the bags will be made available to the Engineer. Tags will show the percentage by weight of each variety in the mixture and the percentage of purity and germination of each variety.

Seed will have been tested within six months prior to the date of seeding and will conform to the latest seed laws of the United States and of the State of Michigan.

A minimum of 400 lbs. per acre of 12-12-12 fertilizer or its equivalent in plant food will be applied and, if requested, receipts for the total amount of fertilizer used on the project will be made available to the Engineer. Fertilizer will be a regular commercial fertilizer meeting the applicable state requirements and will be in such physical condition to ensure uniform application over the area to be fertilized.

For seeding requiring mulching, straw will be applied at the rate of two tons per acre, straw-like manure at six to eight tons per acre or other suitable materials at comparable rates uniformly over the area immediately following seeding. Light, dry mulch should be anchored either by discing lightly, by using

stakes and twine, wire or net mesh or by a spray coating of asphalt emulsion or other adhesive material.

If requested, receipts for the total amount of mulch used on the project will be made available to the Engineer.

SALVAGE & CLEAN-UP Contractor will use reasonable care to save all materials of any value. All salvaged materials including metal culverts will be the property of the "Owner" and the Contractor will use, dispose of or deliver to a designated stockpile all salvage as ordered.

Contractor will clean up and dispose of all excess material, trash, wood forms and all other debris. Any small fragmented concrete rubble will be hauled from the site. Massive concrete bridge wingwalls, decks, abutments or similar structures may not be buried under tillable cropland but shall be either removed from the site or buried at a location approved by the Engineer. Old plastic tile is to be hauled away and not buried on-site.

Clean-up will follow as closely as possible behind the construction operation. The entire job will be fully completed and cleaned up before final payment is made.

When work involves construction in landscaped areas, the contractor will restore such property to its original or equivalent condition as approved by the Engineer. Lawns in landscaped areas will be fertilized, seeded and mulched. Broken tile pieces that are exposed after leveling are to be hauled away.

PAYMENT Periodic estimates will be made of the completed work. No payments or recommendations for issuance of drain orders will be made unless accompanied by the Engineer's report. Ten per cent of all estimates will be retained until final acceptance of the completed contract.

Engineer's approval of the final payment request and final payment by the "Owner" will not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor will promptly repair or replace any such defect discovered within one year from the date of written acceptance of the work. If requested, waivers of lien will be required from all sub-contractors and material suppliers on the project.

CLAIMS FOR EXTRA WORK The Engineer will have authority to make minor changes in the work unless it involves extra cost or is inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, no extra work or change will be made unless the "Owner" approves a written order from the Engineer and no claim for an addition to the contract sum will be valid unless so ordered. The value of any extra work or change will be determined by the unit prices named in the contract or as subsequently agreed upon.

INCIDENTAL WORK All items of work called for on the plans or in these Specifications but not shown in the bid schedule will be considered as incidental and included in the individual unit prices bid.

### CLEARING

Contractor can work from whatever side of drain that is most practicable unless otherwise specified on Contract or Contract Documents.

In all projects, all alive and good lumber trees or horticultural shrubs that can be worked around will be left. If landowner requests clear cutting, this can be done.

On the opposite side of drain of excavation, trees and brush will be cut off as close to the ground as possible to the top of bank and any dead trees leaning toward drain will be cut.

All trees and brush located within the 'V' of the channel shall be cut and removed; stumps on bank shall be cut flush with bank slope. Trees and brush shall be removed at least 15 ft. on the working side of the drain from top of the bank.

In workable land, the trees and brush shall be piled to landowners satisfaction but Contractor is not required to push brush more than 300 ft. parallel with drain.

Contractor is not to burn brush piles unless landowner is present and takes full responsibility for permits to burn. Explosives are not allowed to be used by Contractor at any time.

When clearing through woods, trees and brush will be windrowed neatly along the right-of-way.

In areas where it is too wet for bulldozers to operate, trees and brush can be placed in front of the excavator and used for support.

In all cases, the Contractor shall stay within the right-of-way of the drain.

### SPOIL LEVELING

Unless otherwise specified, all spoil which is deposited on or adjacent to improved or tillable farmland shall be leveled in such a manner that the spoil can be worked or tilled by the owner with normal farm equipment; the height is not to exceed eight (8) inches. In heavy wooded areas, spoil shall be leveled and left in a condition suitable for travel by farm equipment. Any leveling beyond right-of-way must be with landowners permission. Leveling in areas that are wet can be done with excavator and left to dry. Areas that are too wet to level and seed can be left for a reasonable time and 10% of contract may be held back until done. After final inspection and payment is made, if a landowner requests additional work, a new contract will be made between Contractor and "Owner".

Leveled spoil located in woods, or areas not being farmed will be seeded. Roots, branches, stones and debris will need to be removed from the spread spoil prior to seeding. Contractor is required to keep swales and low areas open when spreading the spoil, so water flow into the Drain will not be obstructed.

### FILTER STRIPS / CRP GROUND

If not specified on the plans:

On filter strips, the spoil is to be placed as far away from the Drain as the equipment will reach. When leveling, the spoil is to be spread out into the field to minimize the damage to the filter strip. On strips wider than 40 feet, the contractor is not required to push the spoil outside of the Drain easement width. Re-seeding in the filter strips and CRP ground will be the property owner's responsibility.

### TILE DRAINS

Old tile being replaced shall be destroyed. Old plastic tile or concrete to be hauled away. Clay tile may be crushed and buried. Exposed tile pieces after leveling are to be hauled away.

All laterals shall be connected when encountered unless directed otherwise by the Engineer.

Tile bedding: Use excavated spoil unless directed differently on plans. Bedding is to be free of stones, clay tile pieces and frozen ground.

### OPEN DRAINS

Tile outlets are to be marked by the landowners. If they are marked, and still damaged by the Contractor, he is responsible for the repair. If the tiles are NOT marked, and they are damaged, the Contractor is to report this to the Engineer immediately.

All existing lateral tile drains shall be left open and in good working condition.

### CULVERTS/BRIDGES

Culvert installations are to include excavation, backfill, waste removal, final grading, "D" stone headwalls, filter fabric, cleanup and crossing restoration to existing condition. Stone top if new crossing.

Questionable or unsafe abutments and footings shall be brought to the immediate attention of the Owner. Failure to report such conditions may deem the Contractor liable for damages in the event of subsequent failure of the structure.

Miss Dig has to be called at least 3 working days prior to excavation by the Contractor. Any damaged lines, and subsequent repair costs, are the responsibility of the Contractor.

Contractor shall notify Owner a minimum of 2 days prior to culvert installation, so Engineer can be on-site to set invert grade. Contractor is required to notify the sheriff, fire department, schools, and Road Commission prior to any Road closings.

Lenawee County Road Commission Standards are to be followed for all Road crossings. This includes no open cuts of paved roads after November 15<sup>th</sup> or on gravel roads once frost has gone down as determined by the Road Commission.

If the culvert installation crossing is on a Road or Highway under the jurisdiction of the Lenawee County Road Commission, written approval from the Road Commission is required prior to any payment being made by Owner.

Details for culvert installation are to be followed.

### RAILROADS

The Contractor is responsible for submitting all plans and specifications for work within the right-of-way to the railroad and securing all permits, insurance and/or bonds required to work within the right-of-way. Contractor shall not cross any track except at designated road crossings or at temporary crossings authorized by the railroad for carrying out this project. The County shall not be responsible for any submissions to the railroad or for any damage resulting from the Contractor's work, whether or not it is done in conformance to permit requirements.

**LANDOWNER AGREEMENT FORM**

Lenawee County Drain Commissioner's Office

PROJECT: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Landowner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Parcel #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Agreement:

CONTRACTOR

LANDOWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- \* Renters cannot authorize
- \* Agreement needed for any work or travel outside the easement
- \* Agreement needed if landowner to level or haul spoil

**\*\* Submit copy to Drain Commission prior to work being done.**

## NOTICE OF LETTING

DATE: September 28, 2021

TIME: 10:00a.m.

LOCATION: 320 Springbrook Avenue, Suite 102, Adrian, Michigan 49221

QUESTIONS: (517) 264-4696

The Lenawee County Drain Commissioner will meet on the above date, time and location to receive construction bids for the McCormick Drain. Bids will then be opened and publicly announced.

The McCormick Drain project will be let in 1 section(s) as follows, each section having the length, average depth and width as set forth:

Open drain ditch cleanout of approximately 5,559 linear feet, average depth of 5 feet and a 1-foot bottom width, type and size of culverts for installation are listed below;

Sta. 31+50 (1) 40 LF 36" CMP 12 ga. 3 x 1 Corrugation

Sta. 35+30 (1) 60 LF 30" CMP 12 ga. 2.75 x .5 Corrugation

Sta. 40+15 (1) 50 LF 30" CMP 12 ga. 2.75 x .5 Corrugation

Sta. 50+00 (1) 40 LF 18" CMP 12 ga. 2.75 x .5 Corrugation

This Notice of Letting, the plans, specifications and bid proposal shall be considered a part of the Contract. The Contract will be let in accordance with the Contract Documents now on file at the Lenawee County Drain Commissioners Office and available to interested parties. Bids will be made and received in accordance with these documents. Bidding Documents, including plans and specifications, may be examined at the following locations: Lenawee County Drain Commissioners Office, 320 Springbrook Avenue, Suite 102, Adrian, Michigan 49221.

Copies of Bidding Documents may be obtained at no cost at the above said location. An additional non-refundable charge of \$100.00 will be required for sending out Bidding Documents. Electronic payments may require an additional fee.

Each proposal shall be accompanied by a cashier's check, certified check, money order or bid bond payable to the Lenawee County Drain Commissioner in an amount of not less than five percent (5%) of the amount of the proposal as a Bid Security. This bid deposit shall be forfeited to the owner in case of failure of the bidder to return the signed Notice of Award within fifteen (15) days or sign a contract after notification of acceptance. Personal or business checks or cash will not be acceptable.

The Contract will be awarded to the lowest responsive and responsible bidder giving adequate security for the performance of the work and meeting all conditions represented in the Instructions to Bidders. The Contract completion date and the terms of payment will be announced at the time and place of letting. If no satisfactory bids are received, we reserve the right to reject any and all bids and to adjourn to a time and location as we shall announce.

The following is a description of the several tracts or parcels of lands constituting the McCormick Drain Drainage District:

DRAINAGE DISTRICT BOUNDARY DESCRIPTION

LOCATED IN PARTS OF SECTIONS 33 AND 34, TOWNSHIP 8 SOUTH, RANGE 5 EAST, RIGA TOWNSHIP, LENAWEE COUNTY, MICHIGAN, AND PART OF SECTIONS 3 & 4, TOWNSHIP 9 SOUTH, RANGE 5 EAST, RIGA TOWNSHIP, LENAWEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 33, SAID POINT LYING APPROXIMATELY 2716 FEET NORTH OF THE SOUTHEAST SECTION CORNER; THENCE NORTH  $88^{\circ} 40' 42''$  EAST 629 FEET; THENCE SOUTH  $2^{\circ} 27' 24''$  EAST 1336 FEET; THENCE SOUTH  $88^{\circ} 28' 09''$  WEST 630 FEET; THENCE SOUTH  $2^{\circ} 11' 38''$  EAST 1290 FEET; THENCE SOUTH  $28^{\circ} 13' 32''$  EAST 37 FEET; THENCE SOUTH  $61^{\circ} 08' 54''$  EAST 62 FEET; THENCE SOUTH  $46^{\circ} 10' 22''$  EAST 3753 FEET; THENCE SOUTH  $03^{\circ} 49' 57''$  EAST 296 FEET; THENCE SOUTH  $87^{\circ} 12' 35''$  WEST 2869 FEET; THENCE NORTH  $08^{\circ} 16' 23''$  WEST 317 FEET; THENCE NORTH  $56^{\circ} 57' 09''$  WEST 973 FEET; THENCE NORTH  $50^{\circ} 06' 38''$  WEST 974 FEET; THENCE NORTH  $29^{\circ} 54' 13''$  WEST 872 FEET; THENCE NORTH  $78^{\circ} 59' 49''$  WEST 680 FEET; THENCE DUE NORTH 505 FEET; THENCE NORTH  $52^{\circ} 33' 44''$  EAST 162 FEET; THENCE NORTH  $88^{\circ} 11' 60''$  EAST 312 FEET; THENCE DUE NORTH 101 FEET; THENCE NORTH  $35^{\circ} 53' 14''$  WEST 454 FEET; THENCE NORTH  $02^{\circ} 54' 30''$  WEST 862 FEET; THENCE NORTH  $25^{\circ} 00' 11''$  EAST 1228 FEET; THENCE NORTH  $43^{\circ} 54' 05''$  EAST 342 FEET; THENCE NORTH  $87^{\circ} 55' 41''$  EAST 1793 FEET MORE OR LESS TO THE PLACE OF BEGINNING. THE TOTAL DRAINAGE DISTRICT CONTAINS 378 ACRES MORE OR LESS.

THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION ASSUMES THE EAST LINE OF SECTION 33, RIGA TOWNSHIP, LENAWEE COUNTY, MICHIGAN, TO BEAR  $S 2^{\circ} 16' E$  AS TAKEN FROM THE LENAWEE COUNTY GIS MAPPING.