

To: Prospective Bidders

From: Marc Decker, Field Services Supervisor

Re: Augusta Central Drain Tile and Structure Replacement

Date: November 9, 2020

Enclosed is a bid-proposal to improve drainage in the Augusta Central drainage district. The project consists of removal and replacement of an approx. 3900' of tile drain ranging in size between 12" and 24" and replacement of 14 affected structures. The project area is between 10626 Whittaker RD and 11250 Whittaker RD. See attachments for details.

Please submit bids to Marc Decker, Office of the Water Resources Commissioner at 705 N. Zeeb Rd. P.O. Box 8645, Ann Arbor MI 48107-8645 by 2:00pm, November 25, 2020

Again, thank you for your consideration. If you have any questions, please contact me at 734-222-3917 or by email at deckerma@washtenaw.org

Enclosures: Request for Bid-Proposal

Insurance Requirements

Bid Bond

Service Contract

Specifications General Requirements

Plan Sheet Details

Request for Bid Proposal Drain Improvements Augusta Central Drain

Work to be performed for:.....Washtenaw County Office of the Water Resources Commissioner

Drain Name......Augusta Central

Location.....Between 10626 Whittaker RD & 11250 Whittaker RD

Project Contact: Marc Decker, Field Services Supervisor (734) 222-3917

Email: deckerma@washtenaw.org

Sealed bids will be received at the Washtenaw County Office of the Water Resources Commissioner, 705 N. Zeeb Road, Ann Arbor MI 48107 until 2:00pm Wednesday November 25, 2020.

Each sealed bid shall be accompanied by a Bid Security payable to Washtenaw County, in the form of a cashier's check or bid bond, in the amount of five (5) percent of the bid value. Bid security of successful bidder will be retained until such bidder has executed the Agreement and furnished the required Performance Bond, whereupon the Bid Security shall be returned. The Bid and Performance Bond shall be underwritten by a surety licensed to do business in the State of Michigan

Washtenaw County reserves the right to reject any or all bids or to waive any informalities in bids. Bids which have been submitted shall not be withdrawn after the time set for the opening of bids and shall remain open for a period of thirty (30) days after actual date of bid opening.

Scope of Work

- Replace the existing tile with same size dual wall HDPE
- Replace existing structures, adding 2' sump, use EJ 1060 frames w / Type M1 cover
- Reattach existing connections (non-illicit)
- Replace all affected driveway approaches with materials in place
- Remove and reinstall any road or traffic signage
- Remove and replace any affected Mailboxes
- Contact Miss Dig and any other utility operators.

Additional Details

The project area begins at the end of a repair at 11250 Whittaker RD. Contractor will install approx. 960' of 24" dual wall HDPE north to structure. Install approx. 650' of 18" dual wall HDPE north crossing Talladay RD to structure. Install approx. 1050' of 15" dual wall HDPE north crossing Norfolk Southern Railroad to structure at 10770 Whittaker RD. Install approx. 925' of 12" dual wall HDPE ending at 10626 Whittaker RD. See map attachment for details.

Other Information

- Contractor to contact MISS DIG (800-482-7171) 72 hours prior to any work
- Work to be conducted during normal business hours, Monday Friday 8am to 5pm unless authorized by Water Resources Commissioner's staff.

- Contractor will be responsible for installing all SESC measures and ensuring sediment stays
 on site.
- Contractor will be responsible for any traffic control as needed.
- Contractor is responsible for any weight/equipment related permits required by all transportation permitting authorities

INSURANCE REQUIREMENTS

The contractor will maintain at its own expense during the term of the contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The county shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- 4. Owners and Contractors Protective Liability Insurance in the amount of \$1,000,000 Each Occurrence Limit and \$1,000,000 Aggregate Limit.

<u>PROJECT TIME FRAME</u>: It is required that the project be completed within 45 calendar days of the notice to proceed. Restoration and final cleanup portion of this project to be completed as soon as weather allows for permanent stabilization measures to occur.

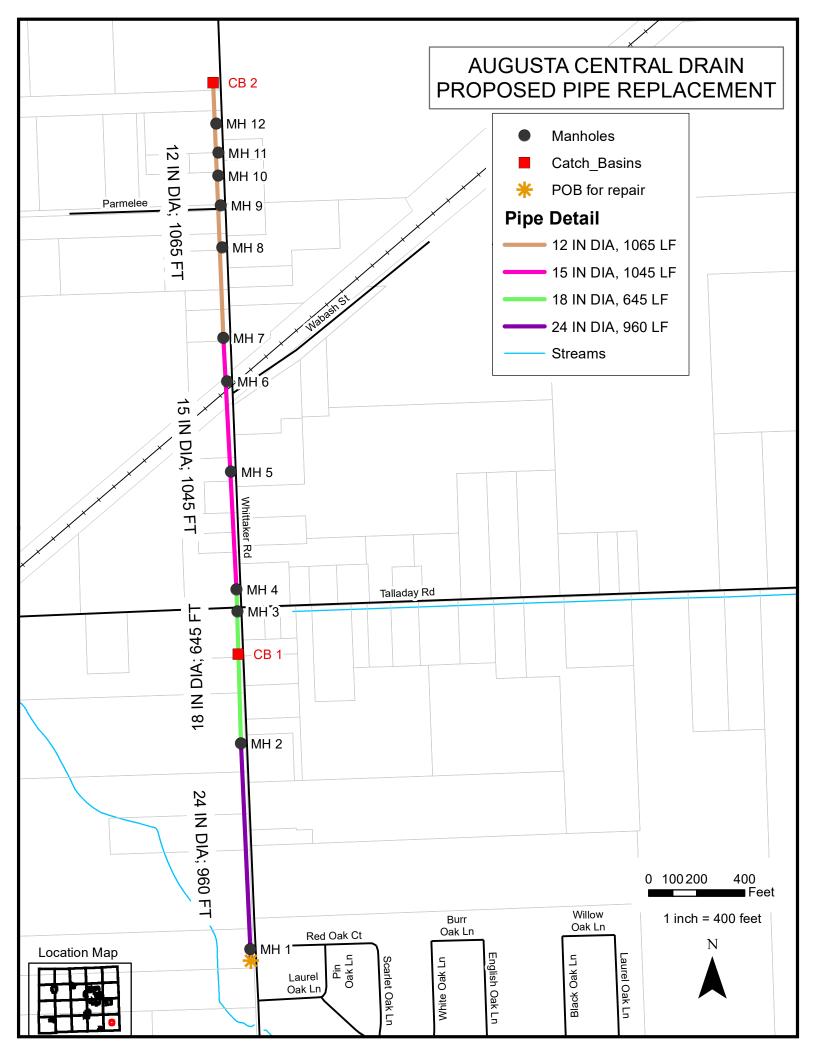
The contract completion time will be adjusted only for causes specified in the contract. In the event the contractor requests an extension of any contract completion date, the contractor shall furnish such justification and supporting evidence as the owner may deem necessary to determine whether the contractor is entitled to an extension of time under the provisions of the contract. The owner will, after receipt of such justification and supporting evidence, make findings of fact and will advise the contractor in writing thereof.

<u>LIQUIDATED DAMAGES:</u> Contractor shall recognize that the owner will suffer direct financial loss if work is not completed within the project time frame specified plus any extensions allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the owner if the work is not completed in time, and therefore time is of the essence. Accordingly, instead of requiring any such proof contractor agrees to forfeit and pay owner as liquidated damages for delay (but not as penalty) the amount of \$200 for each calendar day that expires after the project time frame specified. This amount represents a reasonable estimate of owners expenses for extended delays (but not as a penalty), and for inspection and administrative costs associated with such delay.

<u>PAYMENTS:</u> Contractor shall submit to OWNER an application for each payment and shall submit a contractor's declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for or claim compensation from the OWNER other than as indicated on the contractors declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the previous month less retainage in accordance with Public Act No. 524 of 1980. The retainage shall be as follows: Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place,

additional retainage shall not be withheld unless the OWNER determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractors performance under the contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.



REQUEST FOR BID- PROPOSAL Drain Improvements

Augusta Central Tile Drain at Whittaker RD

Pav Item

Item Amou	Description	Unit	Est. Quantity	Unit Cost
1	Mobilization	LSum	1	
2a	Remove and Replace 12" Tile	foot	1065	
2b	Remove and Replace 15" Tile	foot	1045	
2c	Remove and Replace 18" Tile	foot	650	
2d	Remove and Replace 24" Tile	foot	960	
3a	Remove and Replace Structures	МН	14	
3b	Remove and Replace Structures	СВ	2	
4	Backfill and restoration	LSum	1	
5	Soil erosion and sedimentation control	LSum	1	

Total	1 \$	
1 Otal	LΨ	

Estimated Project Duration:	<u>.</u> Days		
Note: The Bid-Proposal shall be valid	for a period of 45 days.		
Contractor Name:		<u>.</u>	
Address:		<u>.</u>	
Signature:		. Date:	

BID BOND

OWNER:	Bid Due Date:, 2	20
Address:	Project:	
City, State, Zip:		
IN WITNESS WHEREOF, Surety and Bidder, intending to be hereof, do each cause this Bid Bond to be duly executed on it		e.
Surety (Principal Place of Business):	Bidder:	
Name of Surety*	Name of Bidder*	
Street*	Street*	
City, State, Zip*	City, State, Zip*	
Surety's Corporate Seal (Seal)	Bidder's Corporate Seal	(Seal)
By:	By:	
Signature and Title	Signature and Title (Attach Power of Attorney)	
Attest:	Attest:	
Signature and Title	Signature and Title	
*Typed or printed in ink.		
Bond:		
Bond Number:		
Date (Not later than Bid Due Date):		
Penal Sum:		
Note: (1) Above addresses are to be used for giving require	ed notice.	

- (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable
- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

Request for Bid-Proposal Drain Improvements Augusta Central Drain

Pay Item Description

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1. Mobilization:

Pay item shall be paid as a lump sum price which includes but is not limited to the following Items:

- The movement of personnel, equipment, supplies and incidentals to the project site
- Load and move permits required by transportation authorities
- Any administrative costs incurred by contractor
- Not to exceed 5% of total bid price

2. Remove and replace existing drainage tile

Pay item shall be paid as a per foot price which includes but is not limited to:

- The excavation and removal and replacement of 12" to 24"Clay and CMP tile sections with 12" to 24" dual wall HDPE drainage tile.
- Reattachment of all legal connections to the drain.

3. Remove and replace existing structures

Pay Item shall be paid as a per unit price which includes but is not limited to:

- Removing existing structures and replacing them with structures that have a 2' sump. Reattach all connections to structure.
- Structures to be set to grade level with **East Jordan 1060 frames with Type M1** flat grate covers.

4. Backfill and restoration

Pay Item shall be paid as a lump sum price which includes but is not limited to:

- Topsoil, seed and mulch of affected work area, as well as any other vegetated areas disturbed by operations
- Restoration of any disturbed areas including, but not limited to the working area, lawn areas, common areas, curbing and paved and unpaved walking paths, driveways etc.
- Fill and restore area to original grade

5. Soil Erosion/Sediment Control

Pay item shall be paid as a lump sum price. Contractor is required to install and maintain sedimentation control measures that are adequate to contain sediment throughout the duration of the project. Control measures shall be maintained and repaired as needed in the event of any damage. Dewatering pumps being used shall be equipped with sediment screening devices (silt bags) at the discharge point of the hose. Contractor shall take the proper precautions so as to not allow sediment to build to a point where the control measures might be compromised. In the event that control measures are compromised, contractor is responsible for any environmental damages that occur and for immediate cleanup or remediation thereof. Control measures shall remain in place until project area is permanently stabilized, at which time contractor is required to remove control measures at the direction of the owner. Soil erosion and sediment control measures shall meet the requirements as set forth in the **Soil Erosion and**

Sedimentation Control, Authorized Public Agency Procedures Manual as compiled by the **Michigan Association of County Drain Commissioners**. A copy of this manual can be found online at www.macdc.us, click on the Resources tab and go to SESC Manual.

CONSTRUCTION SERVICE CONTRACT AUGUSTA CENTRALDRAINAGE DISTRICT AND «CONTRACTOR_1»

AGREEMENT is made this day of, 20, by the Augusta Central Drainage District, a municipal corporation, under the supervision of the Washtenaw County Water Resources Commissioner with offices located in the Western County Service Center, 705 N. Zeeb Road, Ann Arbor, Michigan ("District") and «CONTRACTOR_1» , located at «CONTRACTOR_1_ADDRESS» ("Contractor").
In consideration of the promises below, the parties mutually agree as follows:
ARTICLE I - SCOPE OF SERVICES
The Contractor will provide services as outlined in the Contractor's Proposal dated «CONTRACTOR_1_CR_DATE», to provide services for maintenance and improvement to the Augusta Central Drainage District.
ARTICLE II - COMPENSATION
Upon completion of the above services, submission and approval of invoices, and project financing, the District will pay the Contractor not to exceed a total amount of dollars (\$) as adjusted by contract amendments and, if required, for cost-plus and unit price contracts.
ARTICLE III - REPORTING OF CONTRACTOR
Section 1 - The Contractor is to report to Water Resources Commissioner or her designee and will

- <u>Section 1</u> The Contractor is to report to Water Resources Commissioner or her designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- <u>Section 2</u> All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- $\underline{Section~3} \text{ All reports made in connection with these services are subject to review and final approval by the County Water Resources Commissioner.}$
- $\underline{\text{Section 4}}$ The District may review and inspect the Contractor's activities during the term of this contract.
- <u>Section 5</u> When applicable, the Contractor will submit a final, written report to the Water Resources Commissioner.
- <u>Section 6</u> After reasonable notice to the Contractor, the District may review any of the Contractor's internal records, reports, or insurance policies.
- Section 7- The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends upon final completion and acceptance of the project as evidenced by written correspondence from the Washtenaw County Water Resources Commissioner or a duly authorized representative. The project shall be substantially complete by

ARTICLE V-PERSONNEL

- $\underline{\text{Section 1}}$ The Contractor will provide the required services and will not subcontract or assign the services without the District's written approval.
- <u>Section 2</u> The Contractor will not hire any District employee for any of the required services without the District's written approval.
- $\underline{\text{Section 3}}$ The parties agree that the Contractor is neither an employee nor an agent of the District for any purpose.
- Section 4 The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the District, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result from injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the District in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The District shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Risk Manager. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the District. Contractor shall be responsible to the District or insurance companies insuring the District for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Water Resources Commissioner with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Water Resources Commissioner.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Water Resources Commissioner. If the insurance as evidenced by the

certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Water Resources Commissioner's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Water Resources Commissioner & CR#______, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - REPORTING OF ILLICIT DISCHARGES AND ILLEGAL CONNECTIONS TO COUNTY DRAINS

If, in the course of performing work and duties contained in the SCOPE OF SERVICES, the Contractor observes or suspects illicit connections or illegal discharges to Washtenaw County Drains, the Contractor shall note locations and report observed or suspected illicit connections or illegal discharges to the Washtenaw County Water Resources Commissioner. Indications of illicit connections or illegal discharges shall include but are not limited to pipes discharging sanitary sewage or substances other than storm water or ground water to a County Drain, unusual odors in a drain, and/or evidence of polluting substances in a drain. It shall not be the obligation of the Contractor to investigate the source, nor to identify the pollutant beyond what may be ascertained from a visual inspection.

ARTICLE X - INTEREST OF CONTRACTOR AND DISTRICT

The Contractor promises that it has no interest that would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the District may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the District and the Contractor, their successors and assigns. Neither the District nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Termination without cause: The District may terminate the contract, without cause and without prejudice to any other right or remedy, upon giving 7-days written notice to the contractor. In such cases, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

ARTICLE XV - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.91 per hour with benefits or \$15.51 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or around April 30, 2021 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XVII - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the District. Any publication of the information or results must be co-authored by the District.

ARTICLE XIX - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the District against such liability

ARTICLE XX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXI - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the District and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXII - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that all unresolved disputes arising out of this contract will be submitted to non-binding mediation under the rules of the American Arbitration Association. All disputes not resolved by mediation will be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior

	her written or oral. This contract includes the following
	or Specifications entitled, dated, addendum,
identified as).	
ATTESTED TO:	AUGUSTA CENTRALDRAIN DRAINAGE
	DISTRICT:
By:	Ву:
Lawrence Kestenbaum (DATE)	Evan N. Pratt (DATE)
County Clerk/Register	Water Resources Commissioner
ADDROVED AGENCEDIA DV	CONTRACTOR A
APPROVED AS TO FORM BY	«CONTRACTOR_1»,
By:	By:
Curtis N Hedger (DATE)	By:(DATE)

Office of Corporation Counsel