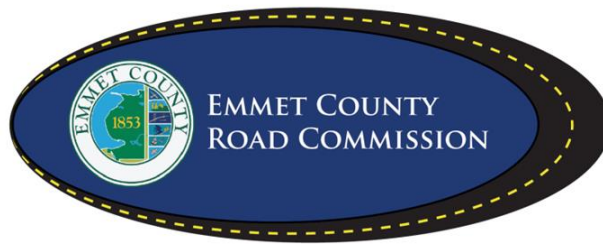


Wade Williams
Robert Notestine
Frank Zulski Jr.
Brian A. Gutowski, P.E.
Engineer-Manager
Lisa Kleeman
Finance Director -
Clerk of the Board



2265 E. Hathaway Road
Harbor Springs
Michigan, 49740
Office: 231 347-8142
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emmetcrc@emmetcrc.com

INVITATION TO BID
COUNTRY CLUB ROAD OVER TANNERY CREEK

The Emmet County Road Commission will receive sealed bids until 9:00 a.m., Tuesday, March 2, 2021, at which time they will be opened and read aloud for purchase and installation of an Aluminum Box Culvert at Country Club Road over Tannery Creek in Bear Creek Township.

Project Facts

This project is being funded by the USDA Natural Resources Conservation Service (NRCS) in cooperation with the Little Traverse Bay Bands of Odawa Indians and the Emmet County Road Commission.

The successful Contractor is responsible for the supply and installation of a 16'-4" x 5'-11" Aluminum Box Culvert per the attached specifications and plans. The installation includes all excavation and removal of the existing culvert is a 72" x 42' Corrugated Metal Culvert, stream diversion, rip-rap, slope restoration, and fill up to sub-base per the plans.

Country Club Road is a hard-surfaced local road with a 2019 traffic count of 1,184.

The Emmet County Road Commission will set up the detour with our own forces. The Road Commission will be responsible for placing the gravel, the asphalt surfacing, and guardrail installation base after the culvert has been installed.

The NRCS requires the Contractor to attend a pre-construction meeting. In the pre-construction meeting, the Contractor needs to supply a Stream Diversion plan to satisfy NRCS requirements. Attached is a complete checklist from the NRCS for the entire project that the Road Commission is responsible for assuring is done properly before payment is secured from the NRCS. Not all items apply for this site.

The project is expected to be substantially completed by July 2, 2021.

Project Submittals

The Contractor must submit the bid on the attached "Bid Sheet". The Contractor must also sign the attached contracts and return with the "Bid Sheet" and place in a sealed envelope clearly marked "Country Club Road over Tannery Creek – Aluminum Box Culvert Installation".

The Board of Emmet County Road Commissioners will likely award the work at its Friday, March 5, 2021 meeting and execute the contracts with the successful bidder.

Additional Instruction

The Contractor **is not** required to pay current prevailing wage rates.

The Board reserves the right to accept or reject any and all bids, to waive irregularities in the bid procedure, and to award in the best interest of the Road Commission. No contractual relationship shall exist between the undersigned and the Board for the work described herein until such a time as the full contract documents have been formally executed by both the contractor and the Board.

Bid Sheet

Board of Emmet County Road Commissioners
2265 East Hathaway Road
Harbor Springs, MI 49740

Gentlemen:

The undersigned proposes to furnish any and all materials, labor, and equipment necessary for Aluminum Box Culvert installation at Country Club Road over Tannery Creek as presented in the "Invitation to Bid" for the prices below.

Project: **Country Club Road over Tannery Creek Aluminum Box Culvert Installation**

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Traffic Control	1	LS		
Culv., Rem., Over 48"	1	Ea		
Pavt, Rem.	450	S.Y.		
Excavation, Channel	240	C.Y.		
Excavation, Earth	650	C.Y.		
Backfill, Structure, CIP	750	C.Y.		
Fill Inside Culvert	120	C.Y.		
Erosion Control, Silt Fence	200	Ft.		
Creek Diversion	1	LS		
Sanitary Sewer Maintenance	1	LS		
Aluminum Box Culvert, 16'-4" x 5'-11", Furn.	56	Ft.		
Aluminum Box Culvert, Install	1	LS		
Riprap Channel Lining	15	C.Y.		
Riprap, Plain	65	S.Y.		
Seed and Fertilizer	250	S.Y.		
Mulch Blanket	250	S.Y.		
Topsoil Surface, Salv., 4 inch	250	S.Y.		

TOTAL PROJECT COST ESTIMATE =	
-------------------------------	--

Bidder: _____

Address: _____

Signature: _____

Phone No.: _____

Printed Name: _____

Date: _____

Title: _____

E-mail: _____

**EMMET COUNTY ROAD COMMISSION
CONTRACT AGREEMENT**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____ by and between
_____EMMET COUNTY ROAD COMMISSION_____ (hereinafter called the OWNER) and
_____ (hereinafter called the 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:

COUNTRY CLUB ROAD ALUM. BOX CULVERT INSTALLATION PROJECT PER THE MARCH 2, 2021 BID

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

COUNTRY CLUB ROAD ALUM. BOX CULVERT INSTALLATION PROJECT PER THE MARCH 2, 2021 BID

Article 2. ENGINEER

BRIAN GUTOWSKI, EMMET COUNTY ROAD COMMISSION ENGINEER-MANAGER

who is hereinafter called ENGINEER, assumes all duties and responsibilities and has 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.

3.1 Work shall be completed no later than July 2, 2021

Article 4. CONTRACT PRICE. \$ _____

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds following receipt of the payment application and after Road Commission Board approval within 3 weeks of receiving payment from the BIA.

Article 5. PAYMENT PROCEDURES.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, after receiving payment from the NRCS after receipt of invoice. All progress payments will be on the basis of the progress of the Work measured and in case of Unit Price Work based on the number of units completed.

5.1.1 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR TO 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1 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.

6.2 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.

Article 7. INSURANCE.

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in Michigan such insurance will protect Contractor from claims set forth below which may arise out of or result from Contractor’s operations under the contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Certificates of insurance with the following coverages and minimum limits must be on file with the Emmet County Road Commission before work begins. Please note the additional insured wording for specific permits (noted with an *).

- 1. (a) Comprehensive General Liability*:
 - Contractual Liability B/I: \$1,000,000 each occurrence
 - Completed Operations B/I: \$1,000,000 aggregate
 - P/D: \$1,000,000 each occurrence
 - P/D: \$1,000,000 aggregate

OR

- 1. (b) Commercial General Liability*
 - Same coverages as 1. (a) \$1,000,000 each occurrence
 - \$1,000,000 aggregate

*The following wording must be added to the certification of insurance: “Emmet County Road Commission, its commissioners, and employees are listed as additional insureds under the general liability”.

- 2. Claims under workers’ or workmen’s compensation disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor’s employees;
- 4. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Article 8. SAFETY PRECAUTIONS AND PROCEDURES.

CONTRACTOR shall take reasonable safety precautions with respect to performance of this Contract. It shall comply with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property in accordance with the requirements of the Contract.

Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the work and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein.

Article 9. CLEANING UP.

CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Contract.

Article 10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Emmet County Road Commission, its agents, employees, insurers, and successors, against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of Contractor's work under this Contract, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor.

Article 11. LAW OF MICHIGAN.

The Contract shall be governed by the laws of the State of Michigan.

Article 12. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

12.1 This Agreement

12.2 Notice of Award.

12.3 CONTRACTOR'S Bid

12.4 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents, amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 12. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 13. MISCELLANEOUS.

13.1 No assignment by a party hereto of any rights under or interests in the Contract document will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and money's 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.

13.2 OWNER and CONTRACTOR each bind 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 duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. 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 _____, 20_____.

WITNESS

WITNESS

OWNER: EMMET COUNTY ROAD COMMISSION

By: _____

Its: _____

CONTRACTOR: _____

By: _____

Its: _____