

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095
PART OF THE NORTHEAST 1/4 OF SECTION 29, T6N-R6E,
CHARTER TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN

• PREPARED FOR •

JEFFREY WRIGHT
GENESEE COUNTY DRAIN COMMISSIONER
DIVISION OF SURFACE WATER MANAGEMENT
G-4608 BEECHER ROAD, FLINT, MI 48532
PHONE: (810) 732-1590

• PREPARED BY •



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◦ CIVIL ENGINEERS ◦ SURVEYORS ◦ LAND PLANNERS

April 27, 2023

TABLE OF CONTENTS

Instructions to Bidders..... IB-1 - IB-6

Proposal..... P-1 - P-2

Agreement C-1 - C-3

Bond Forms B-1 – B-6

1. Performance Bond

2. Labor & Material Bond Form

3. Maintenance & Guarantee Bond

General Conditions GC-1 – GC-16

NOTE: THE GENERAL CONDITIONS ARE PART OF THIS CONTRACT AND THE BIDDER IS RESPONSIBLE TO MEET ALL CONDITIONS OF THE SECTION. THE GENERAL CONDITIONS (DATE: MAY 24, 2006) CAN BE EITHER PURCHASED AT THE GENESEE COUNTY DRAIN COMMISSIONER’S OFFICE-SURFACE WATER MANAGEMENT DIVISION OR DOWNLOADED FROM THE GENESEE COUNTY DRAIN COMMISSIONER’S OFFICE-SURFACE WATER MANAGEMENT DIVISION WEBSITE:

<http://www.gcdcswm.com/standards/>

1. Contract and Contract Documents
2. Definitions
3. Examination of Plans, Specifications and Site
4. Material Compliance
5. Sub-Contractor
6. Inspection and Testing Material
7. Shop Drawings and Certificate of Testing
8. Or Equal Clause
9. Safety and Protection of Work and Property
10. Location of Existing Utilities and Piping
11. Soil Boring Data
12. Notice of Starting Work
13. Laws to be Observed
14. Contractor Obligation
15. Contractor's Responsibility for Work
16. Access to Work
17. Construction Site
18. Responsibility for Damage
19. Maintenance of Traffic
20. License, Permits and Regulations
21. Cleaning Up
22. Final Guarantee
23. Authority of Owner
24. Deviation from the Plans

Table of Contents (Continued)

25. Coordination of Specifications
26. Alignment and Construction Stakes
27. Inspection
28. Progress Estimates and Payments
29. Unit Price Items
30. Time of Completion of Contract
31. Acceptance of Work
32. Final Estimate and Payment
33. Records of Employees
34. Right of Owner to Terminate Contract
35. Emergency Telephone
36. Construction Schedule
37. Notifications Required by Contractor
38. Private Wells
39. Work on State or County Public Right of Way
40. Railroad Crossings
41. Connection to Existing Facilities
42. Easements
43. Federal and/or State Aid
44. Protection and Restoration of Property
45. Minimum Wages
46. Employment Practices
47. Safety Precautions
48. Erosion and Sedimentation Control
49. Liquidated Damages
50. Job Communication

Supplemental General Conditions..... SGC-1
Specifications:

NOTE: THE SPECIFICATIONS ARE PART OF THIS CONTRACT AND THE BIDDER IS RESPONSIBLE TO MEET ALL SPECIFICATIONS OF THE SECTION. THE SPECIFICATIONS (DATE: MAY 24, 2006) CAN BE EITHER PURCHASED AT THE GENESEE COUNTY DRAIN COMMISSIONER’S OFFICE-SURFACE WATER MANAGEMENT DIVISION OR DOWNLOADED FROM THE GENESEE COUNTY DRAIN COMMISSIONER’S OFFICE-SURFACE WATER MANAGEMENT DIVISION WEBSITE:

<http://www.gcdcswm.com/standards/>

1. Clearing and Grubbing S1-1 - S1-5
2. Excavation..... S2-1 - S2-7
3. Culverts S3-1 - S3-11
4. Slope Protection S4-1 - S4-3
5. Seeding, Sodding, Fertilizing and Mulching..... S5-1 - S5-13
6. Drainage Structures S6-1 - S6-6
7. Sewers S7-1 - S7-14

INSTRUCTIONS TO BIDDERS

FOR THE

LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095 CHARTER TOWNSHIP OF MUNDY, GENESEE COUNTY

1. WORK TO BE DONE

The work to be done under this proposed Contract consists of furnishing all labor and materials necessary for the complete construction of the "LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095", hereinafter called the Project, together with all appurtenances.

The location of the project is as shown on the plans and as described in the survey thereof on file in the Office of the Drain Commissioner of Genesee County, hereinafter called the "Owner." The work consists of the approximate quantities listed on the following "Proposal."

2. BASIS OF PROPOSALS

Proposals are solicited for the construction of the drain project complete with all appurtenances shown on the plans or as described in the specifications. The basis upon which Proposals shall be received is that of unit prices for certain parts of the work and lump sum prices for certain structures and appurtenances, all as described in the Form of Proposal.

The preliminary estimate of the quantities covered by this Contract is given in the Proposal. The quantities indicated, although given with as much accuracy as practicable, are to be regarded as approximate only, and are given for the guidance of the Bidders and for a basis comparison of the different Proposals.

The Drain Commissioner reserves the right to increase or decrease any or all of these quantities within reasonable limits, and the Contractor shall be paid for the actual amount of work completed and accepted by the Genesee County Drain Commissioner and at the prices stated in the Proposal.

No extra work shall be started and/or performed without a written order from the Engineer or Owner. Extra work will be paid for on the basis of unit prices bid in the Proposal, or as agreed upon for such work, or on the basis of force account. In the latter case, the Contractor shall furnish the Drain Commissioner with a true statement of the quantities and cost of materials used, supported by invoices from the supplier, and the hours and kind of labor expended, hours and kind of equipment used, together with the rate of compensation, insurance, and tax for such labor on such extra work and the resulting sum of the above mentioned items shall be considered the cost. The method of payment for extra work shall be at the option of the Drain Commissioner.

3. PROPOSAL

All of the Proposals must be submitted upon forms prepared for that purpose, a copy of which is bound herein. Additional copies may be obtained from the Genesee County Drain Commissioner. Each Proposal must be enclosed in a sealed envelope addressed to the Drain Commissioner, and labeled on the outside, "LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095". There shall be no other marks of any description thereon.

4. CONFORMITY TO PLANS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Instructions to Bidders and the Contract and to the requirements of the Plans and Specifications.

5. EXAMINATION OF PREMISES

The Bidder shall satisfy himself relative to the soil conditions which may be encountered at any time and at any and all points along the drain and shall base his bid accordingly.

It is expected that each Bidder will make a personal examination of the site of the proposed work and of its surroundings, that he shall inform himself thoroughly as to the difficulties that may be encountered in the completed execution of all the work, and shall obtain first-hand information of the available facilities for receiving and transporting, handling, and storing construction equipment and materials and other environmental conditions that affect the work.

6. RESPONSIBILITY OF BIDDER

Bidders are required to examine the Specifications, Contract, Proposal and all other documents and regulations herein assembled, which are on file in the Office of the Genesee County Drain Commissioner's Office – Division of Surface Water Management (GCDC-SWM), G-4608 Beecher Road, Flint, MI 48532 for examination by the Bidders. No plea of ignorance of conditions that exist or conditions and difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of the requirements of said Contract, Specifications, and other regulations herein assembled, or will be accepted as a basis for claims or extra compensation.

7. LEGAL STATUS OF BIDDER

The legal status of the Bidder, as a corporation, a partnership, or as an individual, must be stated in the Proposal. A corporation Bidder must name the State in which its articles of incorporation are filed and must give the title of the Official having authority to sign the Contract. A partnership must give the full name and address of all partners.

8. RIGHT TO REJECT AND WAIVE DEFECTS

The Drain Commissioner reserves the right to accept any Proposal, to reject any and all Proposals, and waive any defects or irregularities in any Proposal if it appears in the best interest of the Drainage District to do so.

9. HOLDING OF BIDS

The Genesee County Drain Commissioner reserves the right to hold any and all bids for a period of up to and including 90 days from the date of bid opening, prior to awarding or rejecting any or all bids in accordance with other sections of these bidding documents.

10. BASIS OF AWARD

In comparing Proposals, the Drain Commissioner will consider the amount of work to be done, the unit and lump sum prices bid, the experience and skill of the Bidder in work of this kind, and the business ability to finance and successfully complete a Contract of this magnitude.

11. TIME OF STARTING AND COMPLETION

The work under this Contract is to be started within ten (10) days after receipt of the "Notice to Proceed" unless the Drain Commissioner shall in writing, authorize a further delay. The work shall be executed diligently thereafter, and shall be completed within sixty (60) consecutive calendar days after Notice to Proceed, unless the time shall be extended by the Drain Commissioner under the provisions of the Contract.

12. EXECUTION TO CONTRACT

The Bidder to whom the work is awarded will be required to execute the Contract, a copy of which is available from the Genesee County Drain Commissioner, and to furnish bonds as hereinafter specified within twenty-one (21) days after the award; and in case of his refusal or failure to do so, he may be considered to have abandoned all his rights and interest in the Contract, and his deposit with his Proposal may be declared forfeited to the Genesee County Drain Commissioner and the work awarded to another.

13. PAYMENT

At least ten (10) days before each progress payment falls due, (but not more than three (3) times including the final pay request), the Contractor will submit to the Owner, a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimated and supported by such data as the Owner may reasonably require. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. On completion and acceptance of the work on which the price is stated in the Contract documents, payment may be made in full, including retained percentages, less authorized deductions.

14. BID DEPOSITS

Each Proposal shall be accompanied by a Certified Check or a bid bond by a recognized Surety Company, similar to a U.S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the bid, payable to the order of the Genesee County Drain Commissioner, to be forfeited to said Owner in case of failure on the part of the successful Bidder to enter into an agreement to do the work covered by such Proposal, at the prices and within the time stated therein.

15. INSURANCE

A. Owner's Protective Insurance:

1. Owner's Protective Insurance:

The Contractor shall furnish an Owner's protective Liability Insurance policy. THIS INSURANCE SHALL BE FURNISHED IN A SEPARATE POLICY. The Owner's Protective Liability Insurance shall cover bodily injury in the amount of \$300,000 each person, \$500,000 each accident; property damage in the amount of \$50,000 each accident, \$100,000 aggregated. The above insurance shall insure the People of the State of Michigan, Genesee County, Charter Township of Mundy, Genesee County Drain Commissioner, Genesee County Road Commission, Kraft Engineering and Surveying, Inc., including all agents and employees of the aforementioned parties, and the "LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN" DRAINAGE DISTRICT. It shall be maintained in full force and effect until such Contract is terminated to indemnify those listed by reason of negligence or carelessness of said Contractor in the construction of said Drain.

B. Contractor Insurance:

The Contractor shall carry Manufacturer's and Contractor's Liability Insurance, Automobile Liability Insurance. The limits of liability shall be the same as those listed above. In the event the Contractor shall be using explosives, the Contractor's Liability Insurance shall cover explosion and collapse, and sub-surface damage. The amount of such insurance shall be \$100,000.00 each accident, and \$500,000.00 aggregated. An Umbrella Liability Policy or Policies will be required in the Amount of \$1,000,000.00 over underlying policies. Said insurance coverages shall also indemnify the Genesee County Drain Commissioner, Genesee County Road Commission, Kraft Engineering and Surveying, Inc., Charter Township of Mundy, Consumers Energy, Frontier, Sigma Technologies, Comcast, and all agents and employees of the aforementioned parties.

C. Contractor shall also carry Workmen's Compensation protection. An Umbrella Liability Policy or Policies will be required in the amount of \$1,000,000 over underlying policies.

D. Insurance Requirements for Activities Performed Pursuant to a Permit Issued by the Genesee County Road Commission.

ADDITIONAL CONDITIONS

1. The Permittee shall name as additional insured parties on any general comprehensive liability insurance or commercial general liability insurance carried by the Permittee or its Contractor, the State of Michigan, the Michigan Transportation Commission, The Department of Transportation and all officers agents and employees thereof, and the Board of Genesee County Road Commissioners, the Genesee County Road Commission and their officers, agents, and employees of the County for permit activities performed pursuant to a maintenance contract.

2. Such insurance shall consist of:
- a. Insurance Specifications: Comprehensive general liability, including coverage for contractual liability, completed operations and/or product liability X, C & U and Contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above.

- b. Amounts. These are:

1. Comprehensive general liability.

Bodily injury	\$500,000 each occurrence \$500,000 aggregate
Property Damage	\$250,000 each occurrence \$250,000 aggregate

2. Commercial general liability insurance limits shall be \$500,000 each occurrence and aggregate

3. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.
4. Should the policy be cancelled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right of way is deemed of no effect pending reinstatement of such policy in conformity with the above.
5. Proof of insurance shall be the certificate of Insurance, or should the department elect, a copy of the policy or both.
6. All certificates of insurance will be received by the permit issuing offices unless otherwise arranged with Lansing Office of Utilities-Permits.
- E. All insurance coverages shall be written with insurance companies licensed or authorized to write insurance in the State of Michigan. A certificate showing that the Contractor has the above named insurance coverages in the amounts stated shall be attached to each contract.

16. BOND REQUIREMENTS

The successful Bidder shall furnish, at his/her own expense, three (3) bonds as follows.

- A. A Performance Bond in a sum equal to the full amount of the Contract (i.e., total bid as set forth in the Proposal) running to the Owner, to insure the construction and completion of the entire work according to the Contract Documents and in the time specified.

- B. A Labor and Material Bond in a sum equal to the full amount of the contract, as defined above, running to the People of the State of Michigan, for the protection of sub-contractors, labor, and suppliers of material and equipment, in accordance with the statutes of the State of Michigan which may be in effect as of the date of said bond.
- C. A Maintenance and Guarantee Bond in a sum equal to the full amount of the Contract, as defined above, running to the Owner, covering all work under this Contract. This bond is to cover a period of two (2) years subsequent to the date of the final estimate.

The forms (see attached) and execution of such bond shall meet with the approval of the Owner.

The Contractor shall furnish for each set of executed Contract Documents an original Performance Bond, Labor and Material Bond and an original Maintenance and Guarantee Bond.

17. INSTRUCTIONS A PART OF THE CONTRACT

These instructions are to be considered as and made a part of the Contract.

18. GENERAL CONDITIONS AND STANDARD SPECIFICATIONS

Beginning June 1, 2006 the Contract Document books will no longer include the General Conditions and Standard Specifications.

Either document can be printed from the Genesee County Drain Commission – Division of Surface Water Management web site, *Design Standards & Forms* for free. For a \$15.00 fee, written copies can be provided upon request from the Drain Commission Office.

All Bidders and the selected Contractor will be fully and legally bound by all General Conditions and Standard Specifications contained on the above referenced web site.

PROPOSAL

DATE PREPARED: April 27, 2023

PROJECT: "LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095"
CHARTER TOWNSHIP OF MUNDY, GENESEE COUNTY, MI

The undersigned declares that he/she has examined the plans, profiles and specifications, has familiarized himself/herself with the premises of the work and is fully informed as to the nature of the work and all the conditions relating to the construction of the project.

The undersigned proposes to furnish all necessary labor, equipment, supplies, superintendence, workman's compensation, public liability and property damage insurance, and all material hereinafter specified, and complete the work as specified in a good workmanlike manner according to the plans and in strict conformity to the project specifications.

The quantities listed in the proposal are estimated. The Genesee County Drain Commissioner reserves the right to increase or decrease the quantities without change in the unit prices with the work to be performed at the unit price.

The undersigned encloses a Certified Check or Bid Bond as a bid guarantee in the amount of five percent (5%) of the bid payable to the Genesee County Drain Commissioner as a guarantee that if awarded the Contract, he/she will enter into written agreement, with satisfactory Bonds and Insurance within twenty-one (21) days after the award. If the Bidder fails or refuses to enter into Contract, said surety will be forfeited to the Genesee County Drain Commissioner as damages.

The work under this Contract shall be started within ten (10) days after receipt of the "Notice to Proceed", and the work shall be completed within a maximum of sixty (60) consecutive calendar days after the start date specified in the Notice to Proceed.

The undersigned agrees to complete all work in accordance with the Contract Documents, Specifications, and Construction Plans for the prices listed in this Proposal. All bids and bid prices shall be guaranteed by the Bidder for a period of ninety (90) days from the Bid Opening Date.

LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095 BID ITEMS

Item No.	Work Item Description	Estimated Quantity	Unit Price	Amount
1.	15 inch Storm Sewer, Class III Reinforced Concrete Pipe with Flexible Rubber Compression Gasket Joints, Trench Detail 1	258 LF	\$	\$
2.	15 inch Storm Sewer, Class III Reinforced Concrete Pipe with Flexible Rubber Compression Gasket Joints, Trench Detail 2	586 LF	\$	\$
3.	12 inch Storm Sewer, Class IV Reinforced Concrete Pipe, Trench Detail 1	6 LF	\$	\$
4.	6 inch Storm Sewer, SDR 26 PVC, Trench Detail 1	80 LF	\$	\$
5.	4 Foot Diameter Drainage Structure, Catch Basin, 0 to 8 Feet	4 EA	\$	\$

BID ITEMS (continued)				
Item No.	Work Item Description	Estimated Quantity	Unit Price	Amount
6.	4 foot Diameter Additional Depth of Drainage Structure, Catch Basin, 8 to 15 feet	12.70 FT	\$	\$
7.	Remove Existing Drainage Structure, and Construct New 4 Foot Diameter Drainage Structure, Catch Basin, 0 to 8 Feet	1 EA	\$	\$
8.	Drainage Structure Covers	1,150 LBS	\$	\$
9.	12 inch Culvert, Corrugated Steel Pipe, 2-2/3" x 1/2" Corrugations, 16 gage	45 LF	\$	\$
10.	12 inch Storm Sewer, Corrugated Steel Pipe, 2-2/3" x 1/2" Corrugations, 16 gage	18 LF	\$	\$
11.	12 inch Steel End Section with Steel Grate	2 EA	\$	\$
12.	12 inch Aggregate 23A Driveway Replacement	125 SYD	\$	\$
13.	15 inch Drainage Structure Tap	1 EA	\$	\$
14.	10 inch Sewer Bulkhead	7 EA	\$	\$
15.	New Topsoil Surface, 4 inches	500 SYD	\$	\$
16.	Chemical Fertilizer Nutrient (240 Lbs/Acre)	100 LBS	\$	\$
17.	Class A Seeding (200 Lbs/Acre)	85 LBS	\$	\$
18.	Mulch (2 Tons/Acre)	0.85 TON	\$	\$
19.	Soil Erosion & Sedimentation Control Measures	1 LSUM	\$	\$
20.	Traffic Control	1 LSUM	\$	\$
TOTAL BASE BID CASH PAYMENT AMOUNT				\$

DATE: _____

BIDDER: _____

BUSINESS ADDRESS:

BY: _____ L.S.

TITLE: _____

TELEPHONE NO. () _____

The Bidder understands and acknowledges that the Instructions to Bidders, General Conditions, Specifications, Special Conditions, Form of Contract, and Bonds are a part of this Proposal and will be a part of the Contract.

Contractor herein acknowledges familiarity with the Federal Occupational Safety and Health Act (OSHA) of 1972 and agrees to comply with all construction practices required by law while engaged in fulfilling the terms of this Contract, and to hold Genesee County Drain Commissioner harmless therefore.

SIGNED: _____

DATED: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 by and between **GENESEE COUNTY DRAIN COMMISSIONER "OWNER"** and _____

_____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and fully complete the construction of the LINDEN AND COOK ROAD BRANCH OF HOWLAND DRAIN #0095, Mundy Township, Genesee County.

2. The CONTRACTOR will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by CONTRACT DOCUMENTS within ten **(10)** calendar days after the date of the NOTICE TO PROCEED and will complete the same within sixty **(60)** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$50.00 for each \$100,000 worth of construction under contract or fraction thereof for each consecutive calendar day thereafter for which the work is completed.

4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, as shown in the PROPOSAL.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisements for Bids
- (B) Instructions to Bidders
- (C) Bid Bond
- (D) Proposal
- (E) Agreement
- (F) Federal Labor Standard Provisions (NOT APPLICABLE THIS PROJECT)
- (G) General Conditions
- (H) Supplemental General Conditions
- (I) Standard Specifications
- (J) Performance Bond
- (K) Labor and Material Bond
- (L) Maintenance and Guarantee Bond
- (M) Notice of Award
- (N) Notice to Proceed
- (O) Change Order(s)
- (P) Construction Plans Prepared by Kraft Engineering and Surveying, Inc., with an original date of February 17, 2023, and a revision date of March 31, 2023 for Sheet Nos. 1-6, and a revision date of April 27, 2023 for Sheet Nos. 2 and 4.
- (Q) Contract Documents and Specifications Prepared by Kraft Engineering and Surveying, Inc., dated April 27, 2023.
- (R) Addenda:
 - No. _____ Dated _____, 2023
 - No. _____ Dated _____, 2023
 - No. _____ Dated _____, 2023

6. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, The parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

OWNER:

Name

Name

Title

Genesee County Drain Commissioner

Title

(SEAL)

ATTEST:

CONTRACTOR:

Name

By

Title

Address

PERFORMANCE BOND

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

_____ ,

as Principal, and _____

_____ of _____

as Sureties, are hereby held and firmly bound unto the _____

in the full and just 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.

Signed and sealed this _____ day of _____, 2023.

The condition of the above obligation is such that if said _____

shall well and faithfully do and perform the things agreed by _____

to be done and performed by the annexed contract, according to the terms thereof, then this
obligation shall be void; otherwise, the same shall remain in full force and effect.

It is mutually understood and agreed that in case changes are required, either by order of the Engineer, or Owner, or by mutual agreement, such change or changes shall not modify, discharge, or release this bond.

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)
Surety

Signed, Sealed and Delivered in the Presence of:

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____

of _____,
hereinafter called Principal, and _____
_____,
hereinafter called Surety, are held and firmly bound unto the People of the State of Michigan, in the
sum of _____ Dollars
(Written)
(\$ _____), to the payment whereof, well and truly to be made,
(Figures)
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D., 2023.

WHEREAS, the above named Principal has entered into a Contract with the _____

dated the _____ day of _____, A.D., 2023, wherein said

Principal has covenanted and agreed as follows, to wit:

To furnish all the labor and material _____

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor, or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said Contract, then this obligation shall be void; otherwise, the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the work to be done under it, or the giving by the party of the first part to said Contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being hereby waived.

Principal

Surety

Signed, Sealed and Delivered in the Presence of:

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ Contractor, as Principal, and _____

_____ as Surety, are held and firmly

bound unto the _____

_____ ,

in the sum of _____

_____ Dollars, (\$ _____),

good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D., 2023.

WHEREAS, the above named principal has entered into a certain written contract with _____ dated this _____

day of _____ A.D., 2023, wherein the said principal

covenanted and agreed as follows, to wit: _____

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the said Owner that for a period of two years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the work done under said contract, either; by the principal or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the Owner, by notice served.

WILL PROCEED at once to make such repairs as directed by said Owner; and in case of failure to do so within one (1) week from the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the said Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the said Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of said Owner is final and conclusive. If the said Principal for a period of two (2) years from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do so as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Workmen=s Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

GENERAL CONDITIONS

NOTE: THE GENERAL CONDITIONS ARE PART OF THIS CONTRACT AND THE BIDDER IS RESPONSIBLE TO MEET ALL CONDITIONS OF THE SECTION. THE GENERAL CONDITIONS (DATE: MAY 24, 2006) CAN BE EITHER PURCHASED AT THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE-SURFACE WATER MANAGEMENT DIVISION OR DOWNLOADED FROM THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE-SURFACE WATER MANAGEMENT DIVISION WEBSITE:

<http://www.gcdcswm.com/standards/>

SUPPLEMENTAL GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contractor will only be allowed to work normal working days for the Genesee County Drain Commissioners Office between the hours of 7:00 AM and 6:00 PM Monday through Friday. A list of the current year holidays is available at the Genesee County Drain Commissioners Office upon request. The Contractor will be responsible to reimburse the Genesee County Drain Commissioners Office for the time of the project inspector to be on site including travel time, for any hours worked outside of the allowed hours. An amount of \$50.00 per hour will be deducted from the total contract amount.

SPECIFICATIONS

NOTE: THE SPECIFICATIONS ARE PART OF THIS CONTRACT AND THE BIDDER IS RESPONSIBLE TO MEET ALL SPECIFICATIONS OF THE SECTION. THE SPECIFICATIONS (DATE: MAY 24, 2006) CAN BE EITHER PURCHASED AT THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE-SURFACE WATER MANAGEMENT DIVISION OR DOWNLOADED FROM THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE-SURFACE WATER MANAGEMENT DIVISION WEBSITE:

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