

Kirk Rd over Tappan Drain &
Tin Bill Rd over Keene Stewart Drain
Box Culverts
Letting Date: March 12th, 2026 8:30am
Addendum 1

Consultant: _____

Address: _____

Sign & Print: _____

Date: _____

Phone & Fax: _____

Email: _____

Box Culvert:

Cost for Kirk Rd Box Culvert Complete - Shop Drawings, Fabrication, and delivery:

Total Cost: \$ _____

Cost for Tin Bill Rd Box Culvert Complete - Shop Drawings, Fabrication, and delivery:

Total Cost: \$ _____

Addendum 1 Replaces the original drawings with updated drawings for bidding purpose. The changes are associated to the length of the box culverts, and the wingwall/headwall orientations. The delivery date has been modified for the Kirk at Tappen Drain.

Completion Dates

Kirk over Tappen Drain Delivery of Box Culvert by **August 1, 2026 and Tin Bill over Keene Stewart Drain Delivery by September 21st, 2026 or earlier as approved by the Engineer.**

Bids are to be submitted on the Road Commission forms in a plainly marked, sealed envelope. No faxed or emailed bids accepted. Plans and specifications are available online at www.tuscolaroad.org. Please contact Brent Dankert, Tuscola County Highway Engineer at 989-233-7472 or highwayengineer@tuscolaroad.org with any questions. Any addenda must be noted and initialed.

If you are interested in bidding and have downloaded plans from the website, please email highwayengineer@tuscolaroad.org to be added to the plan holders list to make sure you receive addendums.

The Contractor has examined the proposal, permits, plans, and the location of the work described here in and is fully informed as to the nature of the work and the conditions relating to its performance. All work will be done in accordance with the requirements of Section 402, 403, and 406 of 2020 MDOT Standard Specifications for Construction, ASTM C1577 and as modified herein. In the event that the fabrication and/or delivery of the box culvert plus materials is delayed past the dates specified in the contract, the contractor will be fined \$1,000 per day unless approved by the Engineer.

Box Culvert – MDOT SSFC Section 406

To provide the necessary design and manufacturing of the box culverts complete at Kirk Road over Tappen Drain and Tin Bill over the Keene Stewart Drain which include all box culvert sections, wingwalls, and headwalls as described in detail below. All hardware/steel for the connection pours, manhole tees as needed, precast footings, and joint wrap material, is also to be provided by the manufacturer and included in the price for lump sum price for the box culvert. The manufacturer is responsible for delivery of box culvert, pipe, and materials to the project site. The manufacturer shall coordinate delivery with the Tuscola County Road Commission. The Tuscola County Road Commission is responsible for the site preparation and installation of the said material.

The proposed box culverts must follow all MDOT Local Agency design standards and guidelines. The following are all included in the cost for the manufacturing of the box culverts:

- All Box culvert sections must be mechanically connected.
- MDOT Standard Section 710 joints with joint waterproofing membrane and wrapped in fabric.
- All hardware/steel for the connection pours is also to be provided by the manufacturer
- The loading is designated HL-93 MOD, live load plus dynamic load allowance deflection does not exceed 1/800 of span length
- All reinforced steel and threaded anchors to be included
- Shop drawings will be sent to the engineer for approval. Please see the attached permit drawings for further details.

- Kirk at Tappen
 - 10' span by 8' tall by 40' long concrete box culvert
 - TCRC is in possession of 1 (one) 10' by 8' end section with headwall
 - Proposed sections must be compatible with the section in TCRC possession
 - 2 (two) precast footings are required
 - Precast Wingwalls compatible with section in TCRC possession
- Tin Bill at Keene Stewart
 - 12.5' span by 8' tall by 68' long concrete box culvert
 - Precast Footings
 - Precast Wingwalls
 - Precast Headwalls

Precast Box Culvert – MDOT SSFC Section 406

To provide the necessary design, manufacturing, and delivery of concrete box culverts and all associated components.

Measurement and Payment

The completed work will be paid for at the contract unit price for the following contract pay items and includes all material, equipment, and labor to manufacture and deliver these items completely.

<u>Pay Item</u>	<u>Unit</u>
Culv, Precast Conc Box, 12.5 foot by 8 foot	Lump Sum
Culv, Precast Conc Box, 10 foot by 8 foot	Lump Sum

Award will be made in the best interest of the Road Commission. On approval of the shop drawings, the TCRC will pay 10% of the total cost. Final payment will be made on delivery of all components. Manufacturer shall provide a detailed invoice.

Attachments

- Agreement
- Title IV and VI Compliance
- Section 9.7 Insurance Requirements
- ~~EGLE Permit WRP045079 – S. Kirk Road over Tappen Drain~~
- ~~EGLE Permit WRP044532 – Tin Bill Road at Keene Stewart Drain~~
- Preliminary Plans for Kirk Road over Tappen Drain
- Preliminary Plans for Tin Bill Road over Keene Stewart Drain
- Shop Drawing for Box Culvert Component in possession of TCRC for Kirk at Tappen Drain

Warranty:

The Contractor hereby warrants his work and material for one year from the date of delivery. The Road Commission may choose to hold up to 10% of the project bid cost until the warranty expires.

LIABILITY

The consultant shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages.

The consultant must obtain a Tuscola County Right of Way Permit before any work can begin.

The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage in accordance with *Tuscola County Road Commission Policies and Procedures Manual Section 9.7 Insurance Requirements*, to insure adequate payment for any damage caused by his operations.

The consultant shall, prior to the start of work, file with the Tuscola County Road Commission a certificate that he carries Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Tuscola County Road Commission, the voiding and/or cancelling of the acceptance of any contract, resulting from this project.

The Tuscola County Board of Road Commissioners reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.

AGREEMENT

TUSCOLA COUNTY ROAD COMMISSION – 1733 S. MERTZ ROAD, CARO, MI 48723
PAGE 1 OF 1

This agreement made this _____ day of _____, 20_____
by and between the Board of Tuscola County Road Commissioners and _____
_____.

1. _____ hereby agrees to undertake the following work
in the status of an independent contractor performing the following job:

_____.

2. Said contractor, _____, shall at all
times exercise extreme care and shall assume any and all liability for property damage or bodily
injury resulting from the above operation by this employees, agents, assigns, sub-contractors
and anyone else acting under his control or direction; and will indemnify, hold harmless and
defend the Tuscola County Road Commission, its Commissioners or employees from any and all
claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, _____, while
engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola
County Road Commission and Commissioners as an additional insured under the policy,
evidence of insurance coverage in accordance with *Tuscola County Road Commission Policies
and Procedures Manual Section 9.7 Insurance Requirements*, and shall furnish the Tuscola
County Road Commission copies of said certificates of insurance prior to commencing any work
on said project.

Additionally, said contractor, _____, shall furnish
prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of
insurance certifying he carries and has in effect worker's compensation insurance on all those
required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S, Mertz Rd., Caro, MI
48723.

Witnessed:

Board of Tuscola County Road Commissioners

Contractor

Contractor bid will not be accepted unless the enclosed Agreement is Signed and Returned with your bid.

TUSCOLA COUNTY ROAD COMMISSION

TITLE IV COMPLIANCE

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
3. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
5. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Tuscola County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
6. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Tuscola County Road Commission Shall Impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.
7. Incorporation of Provisions: The contractor shall Include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives Issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Tuscola County Road Commission may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event u contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Tuscola County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

"The TUSCOLA COUNTY ROAD COMMISSION, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non- discrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A."



9.7. INSURANCE REQUIREMENTS

Agriculture Hauling Permit	
Type of Insurance	Notes
None	As required by Statute per the Attorney General Opinion

Oversize / Overweight Permits						
Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Auto Liability	Michigan No Fault Coverage/Property Protection (PPI) \$1M Statutory Limit	No	No	No	No	Yes

Driveway Permit	
Individual Homeowner Permit Holder - Residential Driveway	
Type of Insurance	Notes
None	Advise homeowner they will be responsible for any damage done to the ROW
	Advise homeowner they will be responsible for any injuries as a result of the work in the ROW
	Advise homeowner they will be required to indemnify the RC as outlined in the ROW permit

Contractor Permit Holder - Commercial or Residential Driveway

Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	\$2,000,000	No	No	No	Yes
	Products Comp/Op Aggregate	\$3,000,000				
	General Aggregate	\$3,000,000				

Special Event / Parade Permits						
Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	\$2,000,000	Yes	Yes	Yes	No
	General Aggregate	\$2,000,000				
Notes		For special events requiring participant waivers - Endeavor to have the RC added to the waiver. If alcohol is being served, host liquor liability is required.				

General Right of Way Permit

Individual Homeowner Permit Holder	
Type of Insurance	Notes
None	Advise homeowner they will be responsible for any damage done to the ROW
	Advise homeowner they will be responsible for any injuries as a result of the work in the ROW
	Advise homeowner they will be required to indemnify the RC as outlined in the ROW permit

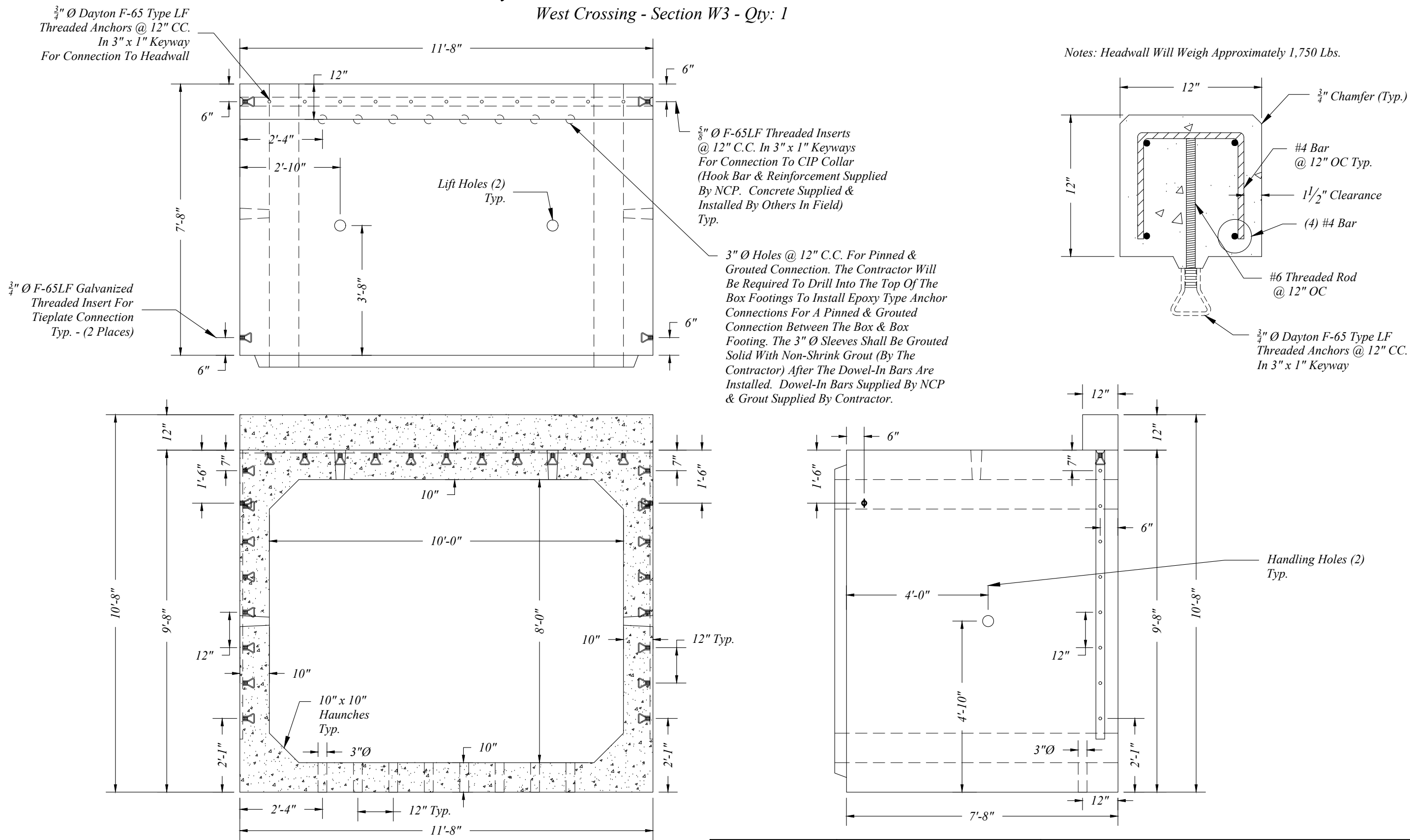
Contractor Permit Holder

Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	\$2,000,000	Yes	Yes	Yes	No
	Products Comp/Op Aggregate	\$3,000,000				
	General Aggregate	\$3,000,000				
Auto Liability	Michigan No Fault Coverage/Property Protection (PPI) \$1M Statutory Limit	No	No	No	No	Yes
Professional Liability, as required	Each Occurrence & Aggregate	\$2,000,000	N/A	N/A	N/A	Yes

Umbrella may be used to meet limit requirements: Commercial General Liability & Auto Liability
 Retro Date for Professional Liability must be prior to issuing permit date.
 It is recommended the Self Insured Retention (SIR) for CGL be no greater than \$25,000.


Dutcher & Merry Road - 10' x 8' Precast Concrete Box Culvert

West Crossing - Section W3 - Qty: 1



Notes:

- Section Will Weigh Approximately 41,075 Lbs.
- Contractor to seal lift holes w/concrete plugs & apply approved mastic over the plugged holes as directed by the engineer before backfilling.
- Contractor to seal handling holes by applying approved mastic around the holes and then applying 2 layers of mirafi filter fabric as directed by the engineer before backfilling.

 www.ncp-inc.com/	401 Kelton Street, Bay City, MI 48706	Proposed - 10' x 8' Precast Concrete Box Culvert Tuscola County Road Commission Caro, MI Dutcher & Merry Road Box Culvert Fairgrove Twp., MI					
	5281 Lansing Road Charlotte, MI 48813			2701 Chicago Dr. SW Wyoming, MI 49519			
4950 White Lake Rd. Clarkston, MI 48346	3756 Centennial Rd. Sylvania, OH 43560	Date 6 th Feb., 2024	Revised 21 st Mar., 2024	Rev. No. 2	Drawn By MRZ	Scale $\frac{3}{8}$ " = 1'	Sheet 6 of 25