



CHARLEVOIX COUNTY ROAD COMMISSION BOARD
Donegal Bay Road Project – St. James Township

NOTICE TO BIDDERS

The Charlevoix County Road Commission invites qualified contractors to bid the following road work:

1. *Load, haul and place township stocked and owned 23A gravel on Maple Street (a county local road) on Beaver Island, St. James Township. September 10, 2021 completion date.*
2. *Construct a 10-FT wide x 125-FT long parking area along Font Lake Road near Donegal Bay Road intersection on Beaver Island, St. James Township. September 10, 2021 completion date.*
3. *Construct a 10-FT wide x 150-FT long parking area along Lake Shore Road on Beaver Island, St. James Township. September 10, 2021 completion date.*

Bids must be on Road Commission forms (available at the main office, 1251 Boyne Ave., Boyne City, MI 49712, phone 231-582-7330) plainly marked as to contents and presented at the main office before the **9:30AM, Monday, April 26, 2021** bid opening.

NOTE: *Mailed bids must be received by 3:30PM Friday before Monday's bid opening.*

Special note to bidders unfamiliar with Beaver Island: Beaver Island is located in Lake Michigan some 30 or more water miles from the port in Charlevoix (to the St. James harbor). It is assumed the contractor will need to transport at least some equipment and materials by boat or barge, as well as housing manpower, to complete the work required in these specs.

ROAD COMMISSION BOARD
CHARLEVOIX COUNTY

Russell MaGee	Chairman
Keith Ogden	Vice-Chairman
Chuck Center	Member

ST. JAMES TOWNSHIP PROJECTS

PROJECT LOCATION

1. **Maple Street** – From Michigan Ave. to Lake Dr.
2. **Font Lake Rd.** – see enclosed map
3. **Lake Shore Rd.** – see enclosed map

PROJECT DESCRIPTION

Work includes upgrading the existing gravel roads as follows:

Maple Street (0.16-Mile)

Contractor shall load, haul and place approximately 350 CYD's of township owned and stockpiled 23A gravel (located at French Bay Pit) on Maple Street, as directed by the Engineer.

The Road Commission will provide any necessary traffic control, a grader and operator to spread and compact the gravel. The Contractor shall coordinate truck dump timing with grader operation; no extra compensation will be paid for delays to unload material.

The gravel shall be placed approximately 22-FT wide and 6-Inches deep, or as directed by the Engineer.

Font Lake Rd. (125-FT)

The township requests constructing a parking area to provide parking for approximately 6 vehicles along Font Lake Road to park and access the Font Lake boat launch, all of which is on township owned property. An area approximately 10-FT wide x 125-FT long shall be constructed and includes grading, embankment, 23A gravel placement and restoration, to accommodate "off road" parking.

Also, the Contractor shall load, haul and place approximately 60 CYD's of township owned and stockpiled 23A gravel (located at French Bay Pit), as directed by the Engineer.

Lake Shore Rd. (150-FT)

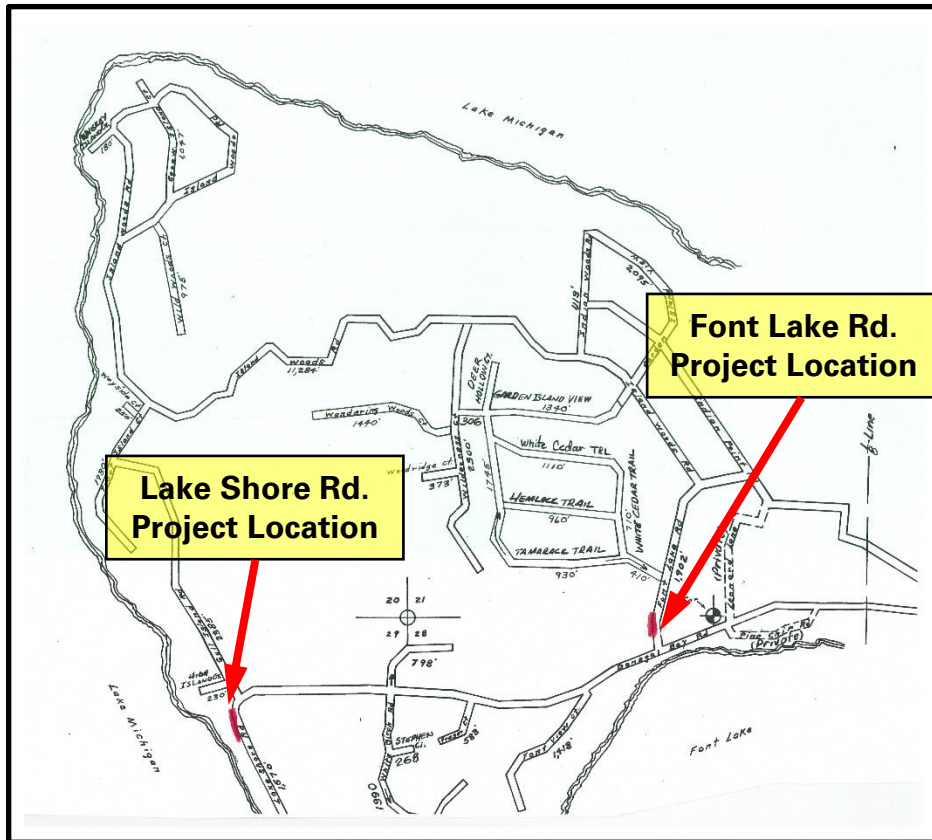
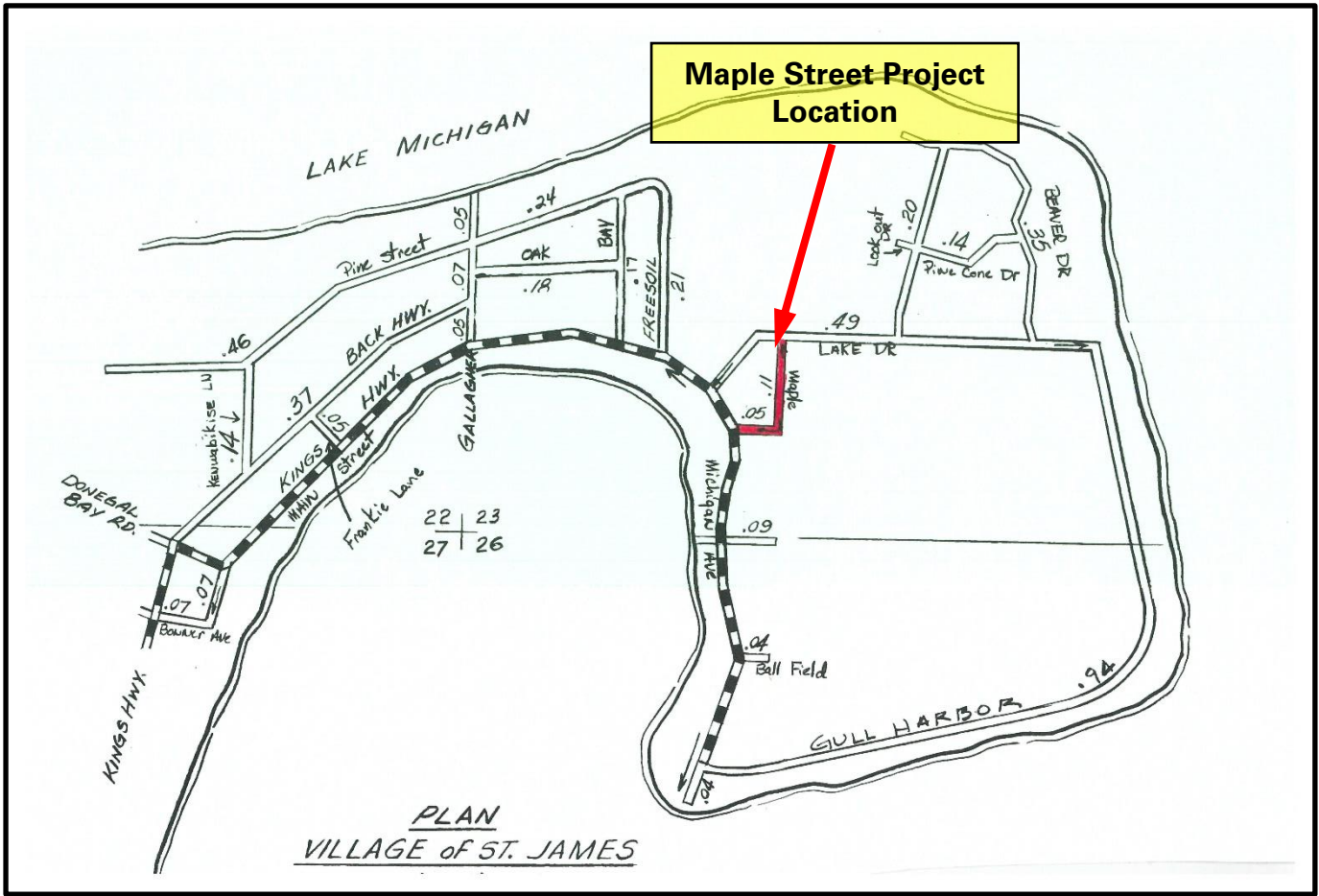
The township requests constructing a parking area along Lake Shore Road (lots 168 & 169) to park and access Lake Michigan, all of which is on township owned property. An area approximately 10-FT wide x 150-FT long shall be constructed and includes grading and 23A gravel placement, to accommodate "off road" parking.

Also, the Contractor shall load, haul and place approximately 55 CYD's of township owned and stockpiled 23A gravel (located at French Bay Pit), as directed by the Engineer.

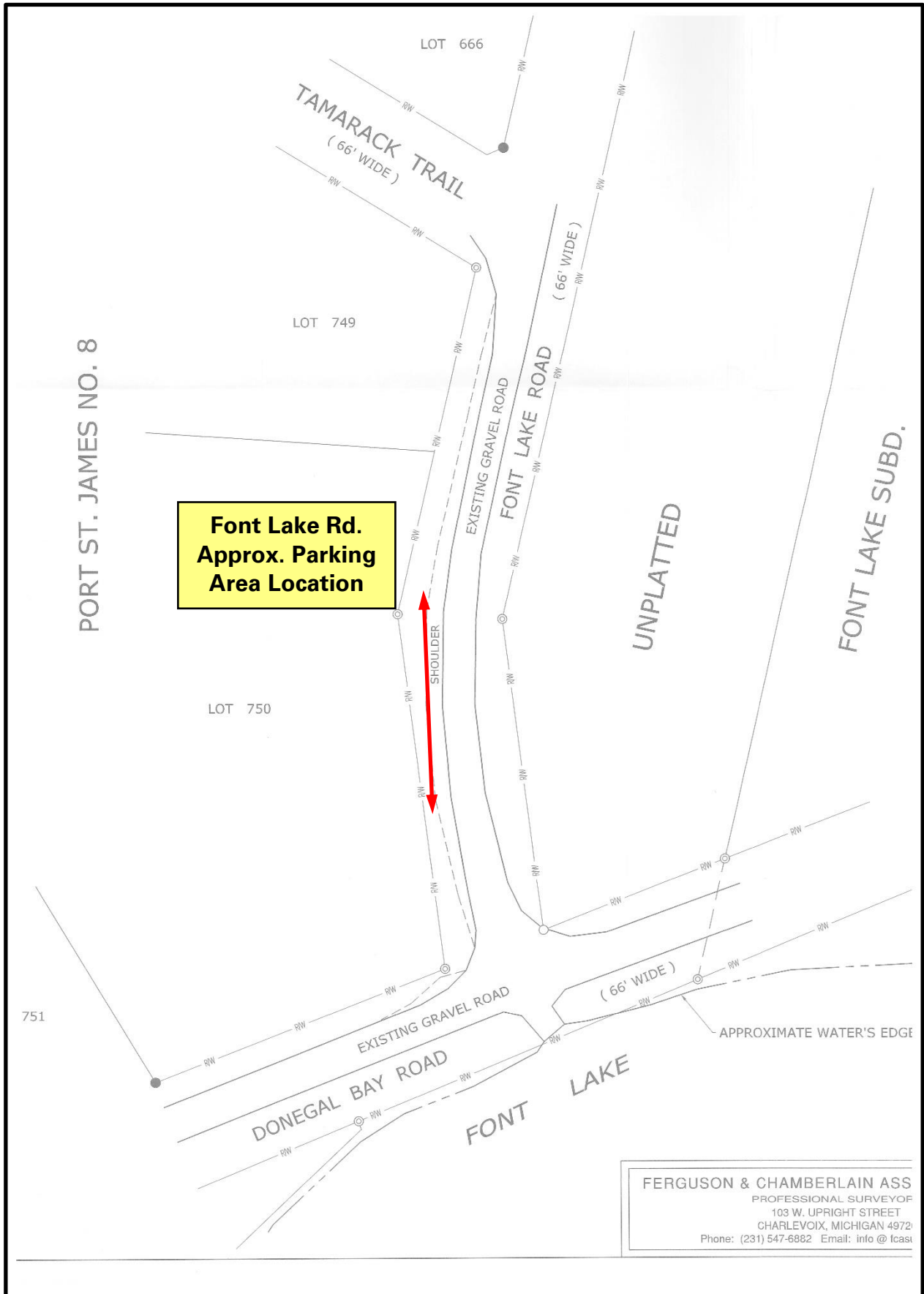
Engineer will stake all above gravel placement locations. All work shall be completed by September 10, 2021.

NOTE: *The term "Bidder" & "Contractor" may be used interchangeably in these specifications.*

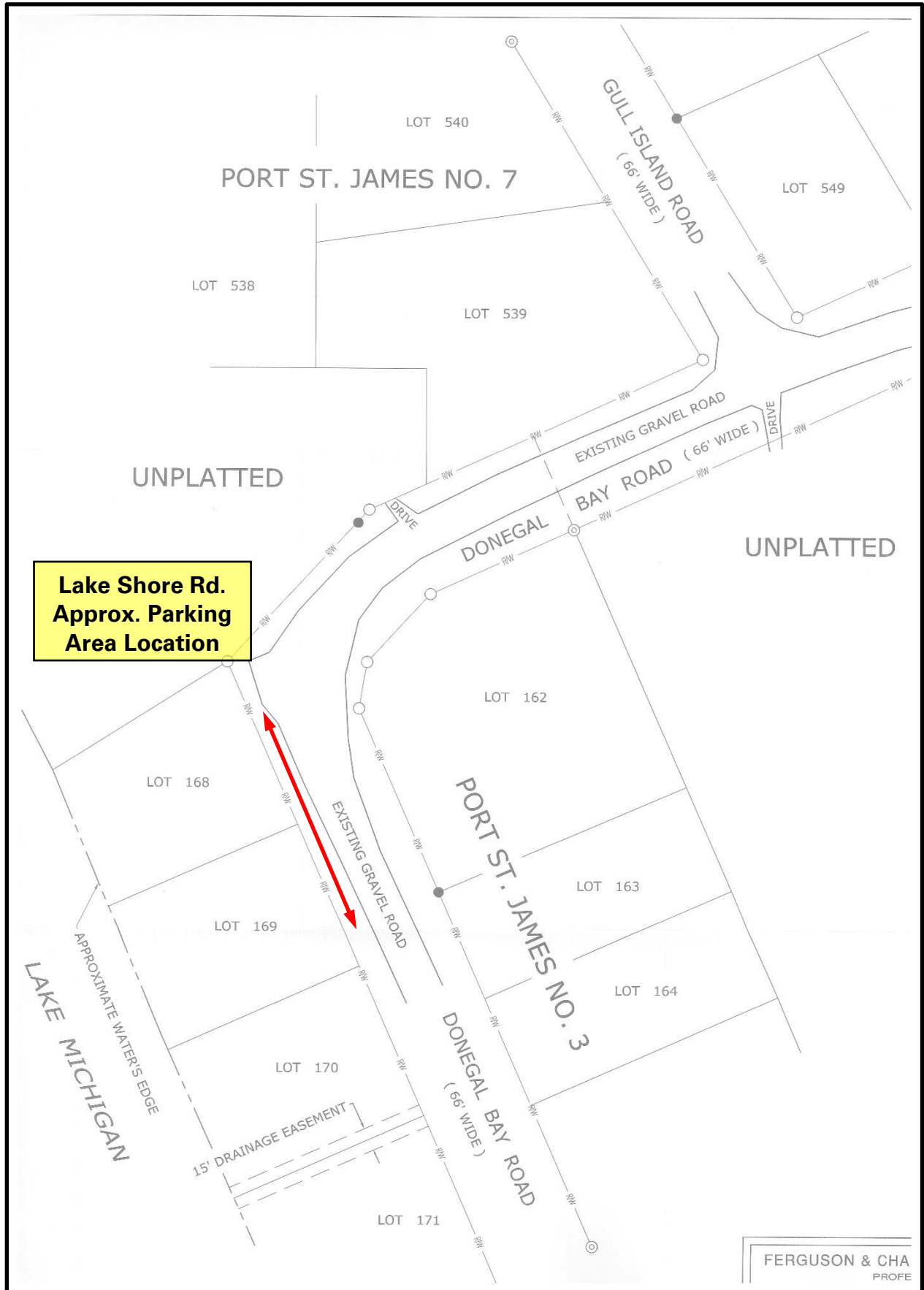
PROJECT LOCATION



PROJECT LOCATION



PROJECT LOCATION



INSTRUCTIONS AND CONDITIONS

NON-DISCRIMINATION CLAUSE

The contractor, including any sub-contractors, shall not under this contract discriminate against any qualified person with a disability or any person based on race, color, national origin, sex, age or limited English proficiency. The Road Commission’s non-discrimination requirements apply to all road construction projects regardless of funding source. Federally funded projects (including those with any past federal participation) will include a more detailed explanation of the various sections of the 1964 Civil Rights Act, showing titles, section numbers and codes.

SUBCONTRACTORS

Whenever the Primary Contractor employs subcontractors for any part of the job, those subcontractors shall be listed by name in the appropriate bid section. No unnamed subcontractor shall be substituted for a named subcontractor without Road Commission consent, which may or may not be granted. The Contractor is responsible for subcontractor’s performance; subcontractor non-performance shall not be reason to void or reduce liquidated damages.

HOLD HARMLESS AGREEMENT

The Bidder shall hold the Charlevoix County Road Commission harmless against all claims for damages or injuries specifically resultant from and attributable to the contractor’s (or subcontractor’s) work on this project. By signing this bid, the bidder agrees to all provisions of the hold harmless and insurance requirements.

INSURANCE: WORKERS COMPENSATION

To protect the Charlevoix County Road Commission against claims that might arise from the contractor’s work, the contractor must provide proof of the following minimum insurance coverage:

Commercial General Liability	
\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$ 500,000	Fire Damage Limit (any one fire)

The contractor must list the Charlevoix County Road Commission, its commissioners, officers, employees and agents as additional insured on the Commercial Liability policy.

If a motor vehicle is used to provide services under this Contract, the Contractor must have vehicle liability insurance for bodily injury and property damage as required by law on any auto used in the Contractor’s business.

Workers disability compensation insurance must meet statutory requirements.

Note: The Contractor must provide proof of above insurance coverage within 14 days of tentative bid award (tentative bid award means the Road Commission has chosen a particular bidder as offering a bid in the best public interest, but will only award after the bidder/contractor complies with the insurance requirements, and signs the contract within 14 days).

The proof certificates(s) must be prepared by the insurance provider, not the contractor, and the certificate must state that the insurance will not be cancelled, reduced, or not renewed until 10 days after project completion (including “punch list” items).

MARK ENVELOPES

All bids shall be in sealed envelopes plainly marked as to project name and bidder’s name.

BID DEADLINE

Late bids will not be accepted.

BID PRICE AND WITHDRAWAL

Bid price shall include all labor, equipment and material costs to complete the proposed work. All bids shall be firm for 60 days from bid opening.

RIGHT TO REJECT

The Charlevoix County Road Commission reserves the right to reject any or all bids, but will only award in the best public interest.

LIQUIDATED DAMAGES

The Contractor shall complete all work under these specifications by September 10, 2021. The Road Commission will assess damages of \$400 per calendar day if the project is not completed by the specified date. While not considered a penalty, liquidated damages are intended to compensate the Road Commission for project delay cost, and do not preclude the Road Commission from pursuing other remedies for breach of contract, or obtaining substitute performance.

PAYMENT

Payment will be a lump sum total paid within 45 days of invoice and after all specifications have been met, work completed and approved by the Engineer. However, the Road Commission relies on townships to timely pay the Road Commission for township funded projects. If a township pays late (which is unusual) the Road Commission may slightly extend the 45 days.

The Road Commission reserves the right to prepare a joint check to contractor and paving sub-contractor, for asphalt placement.

Engineer may approve periodic progress payments, less 10% withheld; final 10% paid upon project completion and Engineer's final approval.

GENERAL NOTES

Traffic Restrictions

Work shall be confined to daylight hours. No work permitted on Sunday unless Engineer approved. Road shall be open to two-way traffic at night

Standard Specifications

The improvements covered by this proposal shall conform to *Michigan Department of Transportation 2012 Standard Specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices*, as amended by Supplemental Specifications and Special Provisions unless otherwise noted.

Underground Utilities

To protect underground utilities, the Contractor shall contact "MISS DIG" (1-800-482-7171) at least three business days prior to any excavating. Contractor is not relieved of responsibility of non-notified utility owners.

Signs & Mailboxes

As incidental, the Contractor shall salvage and reset existing signs and mailboxes requiring relocation, as directed by the Engineer.

Soil Erosion Policy

Contractor shall comply with the newest Charlevoix County Soil Erosion Sedimentation and Stormwater Runoff Control Ordinance, any and all township or city soil erosion, sedimentation and storm water runoff ordinances in the applicable jurisdiction within which this project is located, and Road Commission Soil Erosion and Sedimentation Control Procedures Policy #001-I and Act 451 Part 91, as amended. Where conflicts between requirements arise, the more stringent requirements prevail.

Exploratory Work/Oversight

The Contractor is responsible for all exploratory work, incidental to the project. There shall be no extra payment for Contractor oversight.

Private Work

Work outside the scope of this project is prohibited.

Equipment Storage

At workday end, Contractor shall remove from Right-of-Way all equipment not essential for ensuring a safe roadway.

PROPOSAL FOR ST. JAMES TOWNSHIP PROJECT

TO: Charlevoix County Road Commission

The undersigned bidder understands the proposed work and construction conditions and has examined the plans, specifications and contract documents and will furnish all labor, material, tools, and equipment necessary to complete all work specified, in accordance with the Charlevoix County Road Commissions Standards and Michigan Department of Transportation Standard Specifications, and will accept in full payment the following unit prices.

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	BID PRICE
Grading (Font Lk. & Lake Shore Rd. Only)	300	LFT		
Embankment, LM. (Misc. Quantity)	50	CYD		
23A Aggregate*	465 (estimated)	CYD		
Restoration (Font Lk. Rd. Only)	135	SYD		
Traffic Control	1	LSUM		
Total Project Cost:				\$

* Pay item consists of contractor loading, transporting, placing, grading and compacting township owned 23A Aggregate.

COMPANY NAME _____

COMPLETED BY _____

BIDDER SIGNATURE _____

TITLE _____

ADDRESS _____

TELEPHONE _____

FAX NUMBER _____

SUBCONTRACTOR INFORMATION

I

Work Subcontracted: _____

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

Telephone: _____

WORK ITEMS

NOTE: All work shall comply with 2003 M.D.O.T. Standard Specifications for Construction, unless otherwise noted.

GRADING: Consists of contractor performing all grading, excavation and earthwork required to remove existing dirt ridges and vegetation along the existing road edge on Font Lake Rd. and Lake Shore Rd. to a point at least 10-FT from existing gravel edge, to facilitate positive drainage and allow for 23A gravel placement for proposed parking, at Engineer staked locations. All necessary grading, excavation, loading and removing the excess material from the jobsite is incidental.

EMBANKMENT, LM (Misc. Quantity): Consists of contractor furnishing, placing and grading Engineer approved material, to provide a gradual slope from gravel parking lot edge to toe of slope at Engineer staked locations. If Engineer determines that excess jobsite material is acceptable as “*Embankment*”, the Contractor shall salvage, place, grade and compact the material; material paid for in “*Embankment, LM*” pay item. Contractor shall place Embankment after crush & shape operation.

The Engineer will calculate embankment payment based on loose measure (LM) in the truck dump box.

23A AGGREGATE: Consists of contractor loading, transporting, placing, grading and compacting township owned MDOT Specification 23A Dense Graded Aggregate to 98% Maximum Density at Engineer staked locations on Maple St., Font Lake Rd. N Lake Shore Rd. 23A Aggregate is stockpiled at French Bay Pit off West Side Drive. Contractor shall distribute new 23A Aggregate as directed by the Engineer.

Payment will be based on material loose measure; the engineer will measure truck dump box for material volume calculation.

As incidental, contractor shall water the grade, if needed, to achieve compaction, and to control dust.

RESTORATION: Consists of contractor furnishing and placing incidental Engineer approved material, grading and raking all Engineer located areas and fertilize, seed and mulch (includes incidental mulch anchoring) all exposed surfaces as a result of construction.

Contractor shall furnish, place and spread approved material as directed by the Engineer, to a depth not less than **3-Inches**. As incidental, after spreading material, the contractor shall remove and dispose of any large clods or lumps, and all stones and rocks over 1/2-inch in diameter, roots or any foreign matter.

Contractor shall furnish and apply seed and fertilizer meeting current MDOT roadside seed specifications. Seed shall be distributed at a rate not less than 220 LB/ACRE. Seeded areas shall be fertilized (chemical nutrient, class A) with a mixture containing at least 10% nitrogen, 6% phosphorus and 4% potash. Mulch shall be of Contractors choosing; hay, straw or emulsion cover.

TRAFFIC CONTROL: The Contractor shall provide and maintain signs, barricades, and other traffic control devices in accordance with the *2009 Michigan Manual of Uniform Traffic Control Devices* (MMUTCD). All channeling devices and lane closure signing shall meet the 2009 MMUTCD.

Signs and Barricades shall remain in place for the duration of the contract including any time extensions.

For single lane daytime closures, traffic control devices shall be placed in accordance with a typical sign sequence, or as directed by the Engineer.

THE AGREEMENT

(Company Name)

Hereinafter called the "Contractor", and the **CHARLEVOIX COUNTY ROAD COMMISSION** hereinafter called the "Owner", agree to the following:

ARTICLE 1 – THE WORK: Contractor shall furnish all material and equipment and perform all work described in the Specifications entitled:

St. James Township Project
Charlevoix County Road Commission Job Number: A 489.021-13-01

Contractor agrees to provide the named materials and work items listed in this proposal. Alterations must have Road Commission Engineer's prior approval.

ARTICLE 2 – ALTERATIONS: Contractor shall make alterations to work under this Contract when requested and approved by Engineer.

ARTICLE 3 – TIME: Contractor is authorized to begin work under this Contract after all required signatures are in place; all work shall be completed **September 10, 2021**, or liquidated damages will be assessed.

ARTICLE 4 – TIME EXTENSION: Contractor shall be granted extension of time, only if approved by Engineer.

ARTICLE 5 – CONTRACT ASSIGNMENT: Contractor shall not assign or transfer this Contract or sublet any work, except with written Owner permission.

When employing a subcontractor or subcontractors, Contractor will provide the specified information on "*Subcontractor Information*" form enclosed.

ARTICLE 6 – PAYMENT: Payment shall be a lump sum total paid within 45 days of invoice and after all specifications have been met.

Engineer may approve periodic progress payments, less 10% withheld; final 10% paid upon project completion and Engineer's final approval.

OWNER: **Charlevoix County Road Commission**

CONTRACTOR: _____

By: _____
Manager

By: _____
Title:

Clerk

Witness: _____

Date
Signed: _____

Date
Signed: _____