



Otsego County Road Commission

**OTSEGO COUNTY ROAD COMMISSION
McGregor Road (From Magee Road to O'Rourke Road)
Livingston Township, Otsego County**

NOTICE TO BIDDERS

*The Otsego County Road Commission will accept Bids until **9:00 a.m.** local time on **May 29, 2023** at: 669 W McCoy Road, Gaylord, MI 49735.*

ALL BIDS WILL BE SEALED AND PLAINLY MARKED AS TO THE PROJECT AND PROJECT NUMBER.

Tailgate spreading of Aggregate Base (Afton Stone) over the existing gravel surface of McGregor Road for approximately 1.7 miles.

The bidder has examined the plans, specification, special provisions and related materials in the proposal, as well as the location of the work described in the proposal for this project, and is fully informed as to the nature of the work and conditions relating to its performance and understands that the quantities shown are approximate only and are subject to wither increase or decrease.

The bidder hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, or each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict conformity with the plans therefore and the entire proposal which is incorporated by reference in these pages, and in strict conformity with the requirements of the 2020 Standard Specifications for Construction, Michigan Department of Transportation and such other special provisions and supplemental specifications as may be part of the proposal for this project.

The bidder further proposes to do such extra work as may be authorized by the Otsego County Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

THE BIDDER UNDERSTANDS AND AGREES THAT THE OTSEGO COUNTY ROAD COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION FOR THE WORK DESCRIBED HEREIN UNTIL SUCH TIME AS THE CONTRACT HAS BEEN FORMALLY EXECUTED BY BOTH THE BIDDER AND THE OTSEGO COUNTY ROAD COMMISSION.

INSTRUCTIONS AND CONDITIONS

NON-DISCRIMINATION CLAUSE

The Contractor, including any subcontractors, 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.

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.

HOLD HARMLESS AGREEMENT

The bidder shall hold the OCRC 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

See attached Contract Agreement for specific requirements.

MARK ENVELOPES

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

BID PRICE AND WITHDRAWAL

Bid price shall include all labor, equipment, and material costs to complete the proposed work, unless otherwise noted. All bids shall be firm for 30 days from bid opening.

RIGHT TO REJECT

The OCRC 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 in accordance with the Progress Clause. The OCRC will assess damages of **\$800 per calendar day** if the project is not completed by the specified date unless the contractor has an approved extension of time. While not considered a penalty, liquidated damages are intended to compensate the OCRC for project delay cost, and do not preclude the OCRC from pursuing other remedies for breach of contract or obtaining substitute performance.

PAYMENT

See attached Contract Agreement.

Standard Specifications

The improvements covered by this proposal shall conform to **Michigan Department of Transportation 2020 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 and Mailboxes

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

Pre-Construction Meeting

A pre-construction meeting will be scheduled by the OTSEGO County Road Commission prior to project start. All project submittals are to be submitted for review at this meeting.

Project Submittals

The following shall be submitted to the Road Commission Engineer for approval prior to project start:

1. Material Source List (MDOT Form 501)
2. Progress Schedule (must be submitted within 5 days of Contract award)

Aggregate Base

Aggregate base material shall be Afton Stone.

Contractor may be required to re-grade and roll roadway at the direction of the engineer prior to paving operations if grade shows signs of deterioration.

Schedule of Items (Itemized Bid Sheet)

Letting Date: Monday, May 29, 2023 9:00 AM

Contract ID: 23.025
Location: McGregor Rd Otsego County
Description: Local Gravel Road Project

Project Number: 23.025	Project Engineer: Rebecca Rivard, P.E.
Estimate Number: 1	Date Created: 3/24/2023
Project Type: Miscellaneous	Fed/State #:
Location: McGregor Rd	Fed Item:
Otsego County	Control Section:
Description: Local Gravel Road Project	

Instructions to Bidders: IMPORTANT NOTICE:
If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price.

If the proposal provides a specified price for any of the following work items, and if you bid a price higher or lower than that specified price, your bid will be adjusted to reflect that specified price.

If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

Pay Item	Description	Quantity	Units	Unit Price		Bid Amount	
				Dollars	Cts	Dollars	Cts
3020001	Aggregate Base (AftonStone)	12,000	Ton				
Total Bid:							

Contractor: _____

(Signature)

(Date)

LOG OF PROJECT

DESCRIPTION OF WORK

The project includes providing and tailgate spreading Aggregate Base (Afton Stone) over the existing gravel surface of McGregor Road in Corwith Township in Otsego County. The Road Commission will spread, shape, and compact the material.

Gravel will be placed from Magee Road to O'Rourke Road. Gravel will not be spread in the paved section (approximately 1700' in length).

Aggregate Base (Afton Stone)

12,000 Ton

OTSEGO COUNTY ROAD COMMISSION CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between the Otsego County Road Commission (hereinafter called the COMMISSION) and CONTRACTOR'S NAME (hereinafter called the CONTRACTOR).

COMMISSION 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, which are attached as Exhibit 1. The Work is generally described as follows:

Tailgate spreading of Aggregate Base (Afton Stone) over the existing gravel surface of McGregor Road for approximately 1.7 miles.

Article 2. ROLES OF MANAGING DIRECTOR AND ENGINEER.

2.1 Kirk Harrier, OTSEGO COUNTY ROAD COMMISSION, who is hereinafter called MANAGING DIRECTOR, assumes all duties and responsibilities and has the rights and authority assigned to the MANAGING DIRECTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The entire project must be completed by November 11, 2023. Time is of the essence.

Article 4. CONTRACT PRICE. §

4.1 COMMISSION shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents according to the payment procedures set forth in Article 5.

Article 5. PAYMENT PROCEDURES.

5.1 Progress Payments. COMMISSION shall make progress payments under this agreement as invoices are submitted. CONTRACTOR'S Applications for Payment shall be reviewed and/or approved by MANAGING DIRECTOR and submitted to the Road Commission Board at its next regular monthly meeting. For CONTRACTOR'S invoice to be approved promptly at the next regular meeting, the invoice must be remitted at the beginning of the month. Progress payments will be made based on the progress of Work and, in the case of Unit Price Work, the payment will be based on the number of units completed.

5.2 Review of Work. COMMISSION reserves the right to withhold payment from

CONTRACTOR if, in the discretion of MANAGING DIRECTOR, the work is incomplete, or not completed to the standards set forth in the Contract Documents.

5.2 Upon substantial completion, COMMISSION shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER may determine, or COMMISSION may withhold.

5.3 Final Payment. Upon completion and acceptance of the Work in accordance with the procedures above, COMMISSION shall pay the remainder of the Contract Price to CONTRACTOR.

Article 6. CONTRACTOR'S REPRESENTATIONS.

CONTRACTOR makes the following representations, and acknowledges COMMISSION's reliance on these representations as consideration for this agreement:

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 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: "Otsego 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 agreement. 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 Documents.

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 agreement.

Article 10. INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Otsego County Road Commission, its agents, employees, insurers, and successors, against claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from performance of CONTRACTOR's work under this agreement, or CONTRACTOR'S failure to perform work, including but not limited to damage, loss, or expense 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, to the extent caused by negligent acts or omissions of the CONTRACTOR's employees, officers, owners, subcontractors, successors, assigns and agents.

Article 11. GOVERNING LAW

The Contract shall be governed by the laws of the State of Michigan. The parties agree that Otsego County is the proper venue for any dispute arising under this agreement.

Article 12. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between COMMISSION 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. GENERAL CONDITIONS.

13.1 No assignment by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without that other party's written consent; 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 this agreement.

13.2 COMMISSION 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 this agreement.

13.3 CONTRACTOR is bound by this agreement and Federal Law in that they will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Parties agree that a breach of Article 13.3 by the CONTRACTOR shall be regarded as a material breach of this agreement.

13.4 This agreement constitutes the entire understanding of the parties with respect to its subject matter and there are no prior or contemporaneous oral or written agreements that have not been superseded in their entirety by this agreement. This agreement may not be amended or altered except by another instrument in writing and signed the parties.

13.5 The parties hereby represent and warrant to each other that this Contract has been duly authorized and approved by each party's governing body or authorized personnel from each party.

13.6 Warranty of Workmanship. CONTRACTOR hereby warrants to the COMMISSION that all work to be performed under this Contract shall be free of defects in labor and materials for a period of one (1) year from the date the COMMISSION'S acceptance of work performed. If a defect in labor or material arises in connection with the work performed under this Contract, the COMMISSION shall notify CONTRACTOR of the defect in writing. CONTRACTOR shall then at its sole expense correct or repair the defect in a timely manner.

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have signed this agreement in duplicate. One counterpart each has been delivered to COMMISSION and CONTRACTOR. All portions of the Contract Documents have been signed or identified by COMMISSION and CONTRACTOR or by MANAGING DIRECTOR on their behalf.

This agreement will be effective on _____, 20_____.

COMMISSION:

OTSEGO COUNTY ROAD COMMISSION

WITNESS

By:

(Signature)

(Name)

(Name)

Its: _____
(Title)

WITNESS CONTRACTOR:

Name of Contractor

By:

(Signature)

(Name)

(Print Name)

Its: _____
(Title)