

ROAD COMMISSION FOR IONIA COUNTY

170 E. Riverside Drive • P.O. Box 76 • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

HERBERT C. CUSACK
Commissioner

EARL S. STRATER
Commissioner

FREDERICK A. CHAPMAN
Commissioner

DOROTHY G. POHL, CPA
Managing Director

WAYNE A. SCHOONOVER, P.E.
County Highway Engineer

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Ionia County Road Commissioners until **1:30 p.m. on Friday, March 5, 2010** at which time they will be publicly opened and read in the Commission offices for the following:

CONTRACT # 10-12 GRAVEL RESURFACING

Further information upon which proposals shall be based is available at the road commission office, phone (616) 527-1700 or www.ioniacountyroads.org. All proposals are to be in sealed envelopes and plainly marked "Contract #10-12 Gravel Resurfacing" and shall include the name and address of the bidder.

The Ionia County Road Commission reserves the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals which, in their opinion, may be most advantageous and in the best interest of Ionia County.

BOARD OF COUNTY ROAD COMMISSIONERS OF IONIA COUNTY

Herbert C. Cusack - Chairman
Earl S. Strater - Vice Chairman
Frederick A. Chapman - Member

February 1, 2010

BOARD OF COUNTY ROAD COMMISSIONERS
Of the County of Ionia

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Board of County Road Commissioners of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

Refer to the “**NOTICE TO BIDDERS**” for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

The Board’s practice is to open and read the bids at the designated time and then refer the file to staff for tabulation and analysis. During this period, bid files are closed until presented to the Board of County Road Commissioners at their next regular meeting. Notifications of award, pending award, or other outcome, will be made in writing. The bid tabulation will accompany award, as is customary for item bid, or may be requested by phone at (616) 527-1700.

1. All bids must be submitted on the Board’s blank form when provided. The bid shall be legibly prepared in ink or typewriter. The bidder must initial any erasures or alterations.
2. **Specifications and plans should not be returned unless otherwise stated herein.**
3. Bids shall be mailed or delivered. **Bids shall be in a sealed envelope identified on the outside as to the bid concerned and shall include the name and address of the bidder.** Faxed bids will NOT be accepted.
4. Bids will not be accepted after the time designated for the opening of the bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner used for the transmission thereof. **Bids will be accepted at the Road Commission office** on behalf of the Board at any time during normal business hours only, said hours being 7:00 a.m. to 4:00 p.m., Monday through Friday, legal holidays excepted.
2. It is understood that the Board of County Road Commissioners is a governmental unit and as such, is exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidder, as evidenced by the execution of the bid form, thereby declares that the bid is made without collusion with any other person, firm, or corporation and agrees to furnish all bid items in strict adherence with all Federal regulatory measures.
7. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and in the best interest of the County. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.

8. Insurance Requirements: Upon request or notification of award, and prior to execution of the contract, the contractor shall have fourteen (14) days to submit to the Ionia County Road Commission a completed copy of their Certificate of Liability Insurance as evidence of the following specific requirements:

A. Indemnification: The contractor shall save harmless and indemnify the Ionia County Road Commission as well as its officers, agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work all in accordance with the current Michigan Department of Transportation “Standard Specifications for Construction”, section number 107.10.

1. CERTIFICATE HOLDER block shall read: “Ionia County Road Commission, 170 E. Riverside Drive, Ionia, Michigan 48846”.
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: “Additional Insured: The Board of County Road Commissioners for Ionia County, the Ionia County Road Commission, its officers, agents and employees”.

B. Worker’s Compensation Insurance: The contractor shall carry Worker’s Compensation Insurance of not less than the Statutory Limit.

C. Bodily Injury and Property Damage: The contractor shall afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. **Bodily Injury and Property Damage Other Than Automobile**. Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract will be:

Bodily Injury and Property Damage Liability:
Each Occurrence:\$1,000,000
Aggregate:\$2,000,000

The insurance will include, but not be limited to coverage for:

- a. Underground damage to facilities due to drilling and excavating with mechanical equipment, and
- b. Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. **Bodily Injury Liability and Property Damage Liability Automobile**. Unless otherwise specifically required by special provision, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability:
Each Person:\$500,000
Each Occurrence:\$1,000,000

Property Damage Liability:
Each Occurrence:\$1,000,000

Combined Single Limit for Bodily Injury and property Damage Liability:
Each Occurrence:\$2,000,000

Comprehensive General Liability Insurance naming the Ionia County Road Commission, its commissioners, officers, agents and employees as "Additional Insured" is required as shown above. This policy shall also include coverage for product liability and completed operations, and bodily or property damage due to perils of explosion, collapse and underground hazards (X, C, U). The completed certificate shall provide the name of the insurance company and its address, phone number, and fax number, in addition to the policy numbers, policy periods, policy descriptions, and signature of the insurance agent.

- D. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and in behalf of the Ionia County Road Commission, its commissioners, officials, agents and employees, and all agencies specifically named below, and their employees, a policy for Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

The agencies specifically named are the Michigan Department of Transportation, the Ionia County Road Commission and the Board of Ionia County Road Commissioners.

9. Cancellation of Contract Provisions: The Ionia County Road Commission shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the contractor's work results in any non-acceptable maintenance condition of one or all specified areas. The designated representative at the time of the **first** circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue. If the condition should repeat for a **second** time, written notice of termination shall be sent.
10. Presumption upon Receipt of Bid: Submission of bid will be construed as a conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all stipulations and requirements contained therein.
11. Contractor and Contractor's Subcontractor: Neither the contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

Questions concerning specifications may be directed to **Scott Peterson, Road Superintendent at (616) 527-1700 x 108** or scott@ioniacountyroads.org

SPECIFICATIONS

AGGREGATE SOURCE:

Bidders will indicate their source of material. Material **MUST** meet current Michigan Department of Transportation Specifications. The commission will not be responsible for delays caused by the aggregate producer's method of operation.

UNIT PRICES:

Unit prices for "provide, haul and place" will be based on total cost for furnishing all material, labor, and equipment for gravel resurfacing substantiated by daily trip tickets.

Unit prices for "haul and place only" will be based on total cost for furnishing all labor and equipment for gravel resurfacing substantiated by daily trip tickets.

BASIS OF PAYMENT:

Payment will be made on the basis of the unit prices indicated in the proposal of the successful bidder(s) for the townships indicated upon satisfactory completion of work. Payment will be made within 30 days of invoice date, as work is completed and accepted, unless otherwise specified.

MISCELLANEOUS:

1. The contractor will only use those roads approved by the commission for haul routes.
2. All loads are to be weighed. If there are no scales at a pit, three (3) loads will be weighed for an average to verify yards per load. Daily trip tickets indicating load count and yards for each truck will be furnished to the commission at the end of each workday. The commission reserves the right to perform random spot checks to verify loads.
3. The commission will furnish a motor grader to prepare the roadway to receive the gravel. Prior to placing any gravel on the proposed roadway the contractor must first receive approval from the commission.
4. The gravel will be spread on the roadway by the contractor in a manner approved by the commission. The commission will furnish a motor grader and operator or a scraper truck and operator for the purpose of leveling and crowning the newly graveled surface.
5. The commission will furnish all necessary signs, barricades, and traffic control devices to safeguard the traveling public.
6. Upon beginning the work the contractor must continually pursue the work in an orderly fashion in an effort to complete it satisfactorily and as soon as possible.
7. Trucking operations will not begin, or will temporarily cease, during periods of inclement weather when, in the opinion of the commission, undue damage is being caused to the haul routes and/or the proposed roadway is too wet to receive the gravel resurfacing.
8. Contractor must have adequate equipment (minimum 35 yard trains – 20 yard leads for dead-ends) to haul at least 1,500 yards per day, unless otherwise authorized.
9. Workdays will be daylight to 5:00 p.m. Monday through Friday only, unless otherwise approved by the road commission. Liquidated damages in the amount of \$100 per calendar day, for every day the work is not completed and accepted beyond the completion date indicated will be charged and deducted from the contractor's payment.
10. Gravel haul and place quantities will range from 500 to 1,500 yards per mile.
11. Individual townships shall be furnished gravel from one source (gravel pit) and by one contractor.

STOCKPILING OF MATERIALS:

The Ionia County Road Commission requires that the method of stockpiling used shall achieve maximum uniformity. End dumping over the edges of the stockpile will not be allowed.

Stockpiles that appear segregated could be rejected on visual inspection.

AGGREGATE SPECIFICATIONS:

Processed road gravel 23A Aggregate as per Table 902-1 of current Michigan Department of Transportation Standard Specifications.

Gravel is to be stockpiled in a quantity large enough to justify starting resurfacing projects. It must be tested and accepted prior to commencing resurfacing work. The road commission reserves the right to conduct spot specification tests in place under traffic of any 23A gravel before accepting it for resurfacing projects.

The road commission reserves the right to approve the source of material.

SPECIAL NOTICE:

The commission shall assess damages at \$100 per day against any contractor who fails to have the job completed by the dates specified in the contract unless the contractor has been excused for such failure by the commission. The commission may extend the time for the completion of the contract because of delays due to unforeseen causes beyond the control and without fault of negligence, including and restricted to: Acts of God, Acts of the Public Enemy, Acts of Government, Acts of the State or any political subdivision thereof, fires, floods, epidemics, strikes, or extraordinary delays in delivery of materials.

SUBCONTRACTOR REQUIREMENTS:

Subcontractors may be allowed on this project with commission approval. All work will be accomplished by the principal contractor, unless there is commission approval for a subcontractor. Subcontractors must be identified in the bid proposal and approved by the commission.

CANCELLATION NOTICE:

The Ionia County Road Commission reserves the right to cancel any agreement for non-performance if work is not performed as shown in the agreement.

EXAMINATION OF SITE:

Bidders shall familiarize themselves with the site and roads over which materials will be hauled, including dead-ends that might require the use of lead trailers only.

AWARD OF CONTRACT:

The commission reserves the right to make the awards to different bidders for each individual location or type of work or to perform any or all of the proposed work with their own forces. In the case of a tie, commission reserves the right to make the award which is in the best interest of Ionia County.

TERMS & RENEWAL OPTIONS:

Bid prices are to remain firm for a period of one (1) year. Bidders may offer to extend the same pricing for up to two (2) additional one (1) year periods. All other terms and conditions must remain the same for the additional periods. The commission reserves the right to accept or reject the offered extensions in the best interest of Ionia County.

PRE-CON MEETING:

The Ionia County Road Commission may schedule a pre-construction meeting for the project(s). If so, the successful bidders will be required to attend. If they do not attend, the agreement may be canceled.

START DATE & PROGRESS SCHEDULE:

The start date will be agreed upon by all parties at the pre-construction meeting. All gravel must be processed and ready to use by **September 1, 2010**. All provide, haul and place; and haul and place only work must be completed by **October 1, 2010**.

Ionia County Road Commission
 170 E. Riverside Drive, P.O. Box 76
 Ionia, MI 48846

**BID PROPOSAL
 2010 GRAVEL RESURFACING**

Load, haul, and place material from Reynolds Pit (to all Townships) in accordance with the specifications at the indicated unit price per yard for **All Roads** selected for resurfacing:

Furnish, load, haul and place material in accordance with the specifications at the indicated unit price per yard for **All Roads** selected for resurfacing:

<u>TOWNSHIP</u>	<u>UNIT PRICE PER YARD</u>	<u>PIT LOCATION</u>
BERLIN	_____	Reynolds Pit
BOSTON	_____	Reynolds Pit
CAMPBELL	_____	Reynolds Pit
DANBY	_____	Reynolds Pit
EASTON	_____	Reynolds Pit
IONIA	_____	Reynolds Pit
KEENE	_____	Reynolds Pit
LYONS	_____	Reynolds Pit
N. PLAINS	_____	Reynolds Pit
ODESSA	_____	Reynolds Pit
ORANGE	_____	Reynolds Pit
ORLEANS	_____	Reynolds Pit
OTISCO	_____	Reynolds Pit
PORTLAND	_____	Reynolds Pit
RONALD	_____	Reynolds Pit
SEBEWA	_____	Reynolds Pit

<u>TOWNSHIP</u>	<u>UNIT PRICE PER YARD</u>	<u>PIT LOCATION</u>
BERLIN	_____	_____
BOSTON	_____	_____
CAMPBELL	_____	_____
DANBY	_____	_____
EASTON	_____	_____
IONIA	_____	_____
KEENE	_____	_____
LYONS	_____	_____
N. PLAINS	_____	_____
ODESSA	_____	_____
ORANGE	_____	_____
ORLEANS	_____	_____
OTISCO	_____	_____
PORTLAND	_____	_____
RONALD	_____	_____
SEBEWA	_____	_____

Indemnification: Contractor agrees to hold harmless and indemnify the Ionia County Road Commission, its commissioners and employees from any and all claims, suits and judgments to which the commission, its commissioners or employees may be subject and for all costs and actual attorney fees which may be incurred arising out of any injury to persons or damage to property, including property of the commission, whether due to negligence of the contractor or the joint negligence of the contractor and the commission, arising out of the work specified in this proposal, or in connection with work not authorized in this proposal, or resulting from failure to comply with the terms of this proposal. Contractor will not be obligated to indemnify the Ionia County Road Commission for any injury or property damage arising out of the sole negligence of the Ionia County Road Commission, its commissioners or employees.

 Authorized Signature

 Print Name/Title

 Company Name

 Address

 City, State, ZIP

 Date

 Phone Number

 Fax Number

 Pager Number

 Cell Phone Number

IDENTIFY SUBCONTRACTORS (REQUIRED IF ANY):

 Authorized Signature

 Print Name/Title

 Company Name

 Address

 City, State, ZIP

 Date

 Phone Number

 Fax Number

 Pager Number

 Cell Phone Number