

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

FREDERICK A. CHAPMAN
Commissioner

CHARLES G. MINKLEY
Commissioner

WILLIAM E. WEISGERBER
Commissioner

STEPHANIE J. HURLBUT
Commissioner

DOROTHY G. POHL, CPA
Managing Director

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

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Ionia County Road Commissioners until **2:00 p.m. on Wednesday, March 7, 2012** at which time they will be publicly opened and read in the Commission offices for the following:

Contract # 12-31 H1 Limestone Stockpile

The contractor shall certify that all materials and construction meet current Michigan Department of Transportation specifications. All bids will meet or exceed the specifications established by the Ionia County Road Commission and/or Michigan Department of Transportation.

The bid form is to be returned in a sealed envelope and plainly marked "**Sealed Bid for Contract #12-31 H1 Limestone Stockpile**" and shall **include the name and address of the bidder**. Further information upon which bids shall be based is available at the road commission office, phone (616) 527-1700 or www.ioniacountyroads.org on the "Doing Business" page.

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

BOARD OF COUNTY ROAD COMMISSIONERS
IONIA COUNTY, MICHIGAN

Herbert C. Cusack - Chairman
Frederick A. Chapman - Vice Chairman
Charles G. Minkley - Member
William E. Weisgerber - Member
Stephanie J. Hurlbut - Member

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

1. All bids must be submitted on the Board's blank bid form when provided. The bid shall be legibly prepared in ink or typewritten. Erasures or alterations must be initialed by the bidder.
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 for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs 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 7:30 a.m. to 4:00 p.m., Monday through Friday, with the exception of legal holidays.
5. 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 to 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 Michigan Department of Transportation and the Ionia County Road Commission as well as their 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, PO Box 76, Ionia, Michigan 48846".
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: "Additional Insured: MDOT and the Ionia County Road Commission, its commissioners, 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, will 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 MDOT and 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 subcontractor(s) 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.

Specifications for H1 Limestone

It is the intent of the Ionia County Road Commission to purchase H1 Limestone for stockpiling at the Ionia County Road Commission garage.

GENERAL SPECIFICATIONS

A. Quantities:

1. Quantities will be ordered on the "as needed" basis for 2012 requirements.
2. The right is reserved by the Ionia County Road Commission for other governmental agencies to "piggyback" upon award; participation contingent on mutual agreement between the contractor and any other governmental agencies. Participating agencies shall issue their own purchase orders and requests.

B. Location:

170 E. Riverside Drive, Ionia, MI 48846.

C. Price:

1. Price shall be expressed in price per ton F.O.B. the designated location in Ionia County. Prices shall remain firm for 2012.
2. Payment for this material shall be made on the basis of weight slips when the limestone is delivered to the Ionia location. Slips are to show "certified" gross, tare, net weights, vehicle number, time and proper signature must be submitted upon delivery.
3. Automated scales must be used for slips, but in the event of a malfunction, hand written delivery tickets must include same information as listed in item #2.
4. Cash discounts will be considered in the determination of the low bidder provided discounts are based on periods of 30 days after acceptance of goods, or billing on bidder's invoice, whichever is later. The road commission reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the bid document, the terms will be considered as net, 30 days.

D. Renewal Options:

The Ionia County Road Commission reserves the right to renew the contract for two additional one-year terms, upon mutual agreement of both parties. Pricing, terms and conditions will remain the same for each of the one-year renewal periods.

TECHNICAL SPECIFICATIONS

A. Standard Specifications – H1 Limestone:

1. Where the Standard Specifications are referred to, the Michigan Department of Transportation's current Standard Specifications for Construction shall be used.
2. Material must meet Michigan Department of Transportation's current Standard Specifications for Construction, Section 902.12, for H1 modified aggregate requirements as follows:

<u>Sieve Size</u>	<u>Sieve Analysis Total Percent Passing</u>
3/8"	100%
#4	90-100%
#8	15-40%
#16	0-10%
#50	0-5%
Loss by Washing	0-3%

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

**BID FORM
H1 LIMESTONE**

Delivery Location

F.O.B. Point:

170 E. Riverside Drive
Ionia, MI

**Price Per Ton
Delivered**

\$ _____

Picked up at Vendor's Facility

Facility Location:

**Price Per Ton
Picked Up**

\$ _____

Payment Terms: _____

INDEMNIFICATION: *The contractor agrees to hold harmless and indemnify the Michigan Department of Transportation, Ionia County Road Commission, its commissioners, officers, agents and employees from any and all claims, suits and judgments to which MDOT or the Ionia County Road Commission, its commissioners, officers, agents 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 MDOT or the Ionia County Road Commission, whether due to negligence of the contractor or the joint negligence of the contractor and the Ionia County Road 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 MDOT or the Ionia County Road Commission for any injury or property damage arising out of the sole negligence of MDOT or the Ionia County Road Commission, its commissioners, officers, agents or employees.*

Authorized Signature

Date

Print Name/Title

Phone Number

Company Name

Fax Number

Address

Cell Phone Number

City, State, ZIP

Email Address