

# 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 bids will be received by the Board of Ionia County Road Commissioners until **1:00 p.m. on Tuesday, February 2, 2010** at which time they will be publicly opened and read in the Commission offices for:

### **Contract #10-05 Skid-Steer Mounted Rotomilling**

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 the Michigan Department of Transportation.

Further information upon which bids shall be based is available at the road commission office, phone (616) 527-1700 or [www.ioniacountyroads.org](http://www.ioniacountyroads.org). The bid form is to be returned in a sealed envelope and plainly marked "**Sealed Bid for Contract # 10-05 Skid-Steer Mounted Rotomilling**" and shall **include the name and address of the bidder**.

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 most advantageous and in the best interest of Ionia County.

## **BOARD OF COUNTY ROAD COMMISSIONERS IONIA COUNTY, MICHIGAN**

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

**January 6, 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 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 2003 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 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 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 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 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](mailto:scott@ioniacountyroads.org)



**Specifications for  
Contract # 10-05: Skid Steer Mounted Rotomilling**

It is the intent of the Ionia County Road Commission to contract for Skid Steer Mounted Rotomilling on State Trunklines and other various locations within Ionia County.

Scope: Contractor shall be responsible for furnishing all labor, materials, equipment, tools and any other apparatus required in the performance of this contract unless otherwise herein stated.

- A. General Specifications:  
The Contractor shall comply with the intent of the General Requirements and Covenants, Division 1 of the Michigan Department of Transportation's current "Standard Specifications for Construction" where applicable.
- B. Quantity:  
1. Unknown at this time.  
2. Capable of milling bituminous and concrete surface.  
3. Scheduling will be arranged by Scott Peterson, Road Superintendent. Contractor must have equipment and labor available within five (5) days notification of a job.
- C. Locations:  
Various locations within Ionia County on:  
1. State trunklines  
2. Primary roads  
3. Local roads
- D. Equipment:  
Skid steer mounted 14" to 24" wide mill.
- E. Bidding Price Structure:  
Cost per hour (portal to portal).
- F. Traffic Control:  
To be supplied by Ionia County Road Commission.
- G. Emergency Work:  
Contractor must be available for emergency work twenty-four (24) hours a day, with a two (2) hour reporting time.
- H. Renewal Option:  
The Road Commission reserves the right to renew the contract for two additional one-year periods providing:  
1. Pricing, terms and conditions of the first contract remain in effect for the additional renewals.  
2. Both parties have mutually agreed to the renewals.



**BID FORM**  
**Contract #10-05: Skid Steer Mounted Rotomilling**

One-man crew cost per hour (portal to portal)    \$\_\_\_\_\_

Emergency cost per hour (portal to portal)        \$\_\_\_\_\_

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

\_\_\_\_\_  
Pager Number

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Cell Phone Number