

ROAD COMMISSION FOR IONIA COUNTY

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

CHARLES G. MINKLEY
Commissioner

WILLIAM E. WEISGERBER
Commissioner

KENNETH L. GASPER
Commissioner

ALBERT A. ALMY
Commissioner

KAREN D. BOTA
Commissioner

DOROTHY G. POHL, CPA
Managing Director

PAUL A. SPITZLEY, P.E.
County Highway Engineer

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Ionia County Road Commissioners until **11:00 a.m. on Tuesday, September 19th, 2017** at which time they will be publicly opened and read in the Commission offices for the following:

CONTRACT # 17-26 2017 RECLAIMED MATERIAL PROCESSING (BUGBEE PIT)

Further information upon which proposals shall be based is available at the road commission office, phone (616) 527-1700 or www.ioniacountyroads.org on the "Doing Business" page. ***All proposals are to be in sealed envelopes and plainly marked "SEALED BID for 2017 Reclaimed Material Processing" 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

Karen D. Bota – Chairperson
Charles G. Minkley - Vice Chairman
Albert A. Almy - Member
Robert G. Dunton – Member
Kenneth L. Gasper – 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 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.** Bids sent via fax or email 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 7:30 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 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 producer 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 producer 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, PO Box 76, 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 producer shall carry Worker's Compensation Insurance of not less than the Statutory Limit.

C. Bodily Injury and Property Damage: The producer 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 producer 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 Producer'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 producer'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 producer 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 producer 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. Producer and Producer's Subcontractor: Neither the producer 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.

Specifications

SCHEDULE

Processing of material can begin upon notice of award of contract by ICRC. The completion date of all processing is December 22nd, 2017. Frozen materials and/or snow cover (1 inch or greater) can be justification for a time extension if necessary.

Schedules for contract unit price renewals will be determined at the time of the ICRC inquiry into the renewal.

The ICRC shall assess damages at \$200 per day against any producer who fails to have the job completed by the dates specified in the contract unless the producer has been excused for such failure by the road commission. The ICRC 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. These damages will also be enforced on any contract unit price renewals.

MATERIAL SOURCE

The "Bugbee" pit contains stockpiled, reclaimed asphalt and concrete. The reclaimed concrete and asphalt materials vary in size and shape. They are mostly old road pavement sections although, concrete pipe and catch basins are present.

All bidders must review the Bugbee pit and stockpiles prior to bidding in efforts to familiarize themselves to the type, condition, and quantity of material to be processed. The pit is located off of Quarry Road, north of Riverside Drive in Ionia, MI.

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.

Reclaimed concrete contains steel reinforcement that must be separated during processing and stockpiled in a separate location within the ICRC pit. The separated steel is not to be considered property of the processor.

AGGREGATE SPECIFICATIONS

Processed gravel must meet 23A and 21AA aggregate gradations as per Table 902-1 of current Michigan Department of Transportation Standard Specifications.

The reclaimed asphalt materials are to be processed into 23A Aggregate. The reclaimed concrete materials are to be processed into 21AA Aggregate. The amounts of the specified aggregate type of the processed concrete will be based off of ICRC need and material particle size availability.

AGGREGATE QUALITY CONTROL AND QUALITY ASSURANCE

The producer is to perform quality control testing throughout the production process, adjusting their inputs to achieve the proper specification.

The road commission will conduct random quality assurance testing of any produced aggregate before acceptance. Quality assurance testing will occur at least 1 time per 5,000 cubic yards produced of a particular material. Up to 2 secondary tests will be performed if requested by the producer.

Penalty for out of specification range materials (according to table 902-1 of the MDOT spec book) for percent passing sieves 1.5 inch, 1 inch, 0.5 inch, and No. 8 will be as follows:

<u>% Passing from Table 902-1</u>	<u>Penalty</u>
0% to 5%	\$0.20 per cyd deduction
5% to 10%	\$0.40 per cyd deduction
10% and greater	rejection of material
0% to 5% <i>in loss by wash</i>	\$0.40 per cyd
5% or greater <i>in loss by wash</i>	rejection of material
<u>% Crushed Material Table 902-1</u>	<u>Penalty</u>
0% to 5% below minimum	\$0.20 per cyd deduction
5% to 10% below minimum	\$0.40 per cyd deduction
10% or greater	rejection of material

MEASUREMENT AND PAYMENT

Unit prices will be based on total cost for processing the reclaimed material as well as furnishing all necessary labor and equipment to do so. The unit price will be per cubic yard for the two separate piles of reclaimed asphalt and concrete after the processing is complete, tested, and approved. The entire pile of reclaimed material must be processed. Additional material may be added to the pile(s) post bid letting.

Volume calculations of the processed stock piles will be performed by ICRC staff.

Payment will be made on the basis of the unit prices indicated in the proposal of the successful bidder for the processing 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.

SUBCONTRACTOR REQUIREMENTS

Subcontractors may be allowed on this project with commission approval. All work will be accomplished by the principal producer, unless there is road commission approval for a subcontractor. Subcontractors must be identified in the bid proposal and approved by ICRC. Subcontractors shall also be subject to insurance requirements as stated in "Instructions to Bidders," item # 8.

PIT ACCESSIBILITY

The ICRC, and any outside contractors, reserves the right to access, operate, and utilize the pit throughout the production process. The producer, the ICRC, and any ICRC contractor will cooperate throughout the production process to utilize the pit in the best interest of the ICRC.

CANCELLATION NOTICE

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

AWARD OF CONTRACT

The ICRC reserves the right to make the awards to different bidders for each individual material. The road 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 four (4) additional one (1) year periods. All other terms and conditions must remain the same for the additional periods. The road commission reserves the right to accept or reject the offered extensions in the best interest of the ICRC.

Questions concerning specifications may be directed to **Paul Spitzley or Bud White at (616) 527-1700.**

Ionia County Road Commission
P.O. Box 76
Ionia, MI 48846

BID PROPOSAL
2017 GRAVEL/RECLAIMED MATERIAL PROCESSING

All material is located at the Bugbee Pit, east off of Quarry Road north of Riverside Drive, Ionia, MI

<u>Source of Material</u>	<u>MDOT Material Specification</u>	<u>Cubic Yards to Process</u>	<u>Unit Price Per Processed Cubic Yard Measured</u>
Rec. Asphalt	23A	2,200-4,000*	_____
Rec. Concrete	21AA	5,700-8,200*	_____

***Quantity based on approximate estimates of existing reclaimed materials**

Indemnification: Producer 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 producer or the joint negligence of the producer 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. Producer 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

Date

Print Name/Title

Phone Number

Company Name

Fax Number

Address

Cell Phone Number

City, State, ZIP

email address

IDENTIFY SUBCONTRACTORS (REQUIRED IF ANY):

Company Name

Phone Number

Address

Fax Number

City, State, ZIP

email address