

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

KENNETH L. GASPER
Commissioner

ALBERT A. ALMY
Commissioner

KAREN D. BOTA
Commissioner

ROBERT G. DUNTON
Commissioner

DOROTHY G. POHL, CPA
Managing Director

PAUL A. SPITZLEY, 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 Wednesday November 15, 2017** at which time they will be publicly opened and read in the Commission offices for the following:

CONTRACT # 18-11: DUST CONTROL
SEASONAL REQUIREMENTS OF CALCIUM CHLORIDE SOLUTION (APPLIED)
SEASONAL REQUIREMENTS OF MINERAL WELL BRINE (APPLIED)

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

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 bid form is to be returned in a sealed envelope and clearly marked "Sealed Bid for Contract # 18-11 Dust Control" 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 the opinion of the Board, may be most advantageous and in the best interest of Ionia County.

BOARD OF COUNTY ROAD COMMISSIONERS
IONIA COUNTY, MICHIGAN

Karen D. Bota - Chairman
Charles G. Minkley - Vice Chairman
Kenneth L. Gasper - Member
Albert A. Almy - Member
Robert G. Dunton - 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 normal practice is to open and read the bids then refer the file to staff for tabulation and analysis. During this period, the files are closed and will remain 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. 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 in a sealed envelope and identified on the outside as to the bid concerned. Bids shall be mailed or delivered. Bids will NOT be accepted by fax or email.
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 employed 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 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 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, 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 and 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, 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 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:\$2,000,00

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 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.

**Specifications for
Contract # 18-11: DUST CONTROL**

It is the intent of the Ionia County Road Commission to contract for furnishing and spreading annual requirements of Calcium Chloride Solution and Mineral Well Brine for dust control on local and primary gravel roads as well as state highway shoulders within Ionia County.

A. APPLICATION EQUIPMENT

For county local and primary gravel roads, each unit shall be equipped capable of pumping a uniform application of liquid chloride solution at the specified rate of 500 gallons or more per mile at a width of 10-12 feet in a single pass. For MDOT highway shoulders, each unit shall have the capability of pumping a uniform application up to 500 gallons per mile at a maximum width of 5 feet in a single pass. The solution tanks, piping, solution pump and appurtenances of each delivery unit shall be maintained in a workable condition so as to avoid spills, loss of brine solution, or inconsistent application. The shut off valve is to be mounted in the tractor for control by the driver. The spray bar is to be blown down with air or drained before crossing hard surfaced roads to prevent draining chloride on the roadway. Specifications for type of equipment being used may be required after bid has been awarded.

B. PREPARATION SCHEDULE

The Ionia County Road Commission assumes responsibility for preparing the road surface, by blading or by other means, in advance of the spreading operations to guarantee a reasonably smooth surface on which to apply the solution. The successful bidder is required to give the Ionia County Road Commission two (2) working days advance notice to schedule road preparation.

C. RESPONSE & QUANTITIES SCHEDULE

The successful bidder will supply material as requested by the road commission within forty-eight (48) hours of notification by telephone or fax. Bidder must have sufficient equipment to apply minimum daily quantities of 100,000 gallons.

D. TESTING

The successful bidder shall submit a state approved brine analysis for each well used and will certify, upon request of the road commission that materials purchased from them meet all state and federal specifications. The road commission reserves the right to test additional tank loads at any time.

E. BILLING/PAYMENT

The contractor shall bill townships directly, with copies of invoices sent to the road commission. Townships are responsible for making payment directly to the contractor. MDOT work is to be billed to the road commission. Invoices may be mailed to PO Box 76, Ionia, MI 48846 or sent via email to accountspayable@ioniacountyroads.org.

F. TERMS & CALENDAR YEAR RENEWAL OPTIONS

The Road Commission reserves the right to renew the contract for a maximum of four additional one-year terms, each renewal to be mutually agreed upon by both parties. Pricing, terms and conditions of the original contract will remain the same for any subsequent one-year renewal period.

G. EXTENSION OF PRICING TO GRAVEL AND/OR CONSTRUCTION CONTRACTORS

All gravel and/or construction contractors within Ionia County will be able to receive brine at the county price per gallon providing they use a minimum of 5,000 gallons and it is agreed upon by the road commission and the brine supplier.

H. AWARD

Award is to be made to the lowest responsive bidder and may be awarded separately for Ionia County gravel roads and MDOT state highway shoulders. The Ionia County Road Commission Board reserves the right to reject any proposals or to waive irregularities therein, and to accept any proposals which may be most advantageous and in the best interest of Ionia County.

Questions concerning specifications may be directed to
Bud White, Road Superintendent at (616) 527-1700.

**IONIA COUNTY ROAD COMMISSION
 BID FORM
 CONTRACT # 18-11: DUST CONTROL**

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	% Calcium	% Magnesium	% Sodium	ICRC gravel rds. Price per Gallon	MDOT shoulders Price per Gallon
_____	_____	_____	_____	_____	\$ _____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	% Calcium	% Magnesium	% Sodium	ICRC gravel rds. Price per Gallon	MDOT shoulders Price per Gallon
_____	_____	_____	_____	_____	\$ _____	\$ _____

Payment Terms: _____

INDEMNIFICATION: Contractor agrees to hold harmless and indemnify the Ionia County Road Commission, its Commissioners, officers, agents 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, 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