

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

INVITATION TO BID

Sealed proposals will be received by the Board of Ionia County Road Commissioners until **11:00 a.m. on Tuesday, September 25, 2018** at which time they will be publicly opened and read in the Commission offices for the following:

CONTRACT # 18-27 2018 Salt Shed Upgrades Jordan Lake Road Facility

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

Further information upon which proposals shall be based is available by phone (616) 527-1700, email info@ioniacountyroads.org or www.ioniacountyroads.org on the "Doing Business" page. ***All proposals are to be in sealed envelopes and plainly marked "SEALED BID for 2018 Salt Shed Upgrades" 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

Charles G. Minkley – Chair
Robert G. Dunton – Vice Chair
Kenneth L. Gasper – Member
Albert A. Almy – Member
Karen D. Bota – 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 “**INVITATION TO BID**” 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 Michigan Department of Transportation, 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

DESCRIPTION

The ICRC is seeking bids to upgrade the Jordan Lake Road salt storage shed. The upgrades include the following:

Jordan Lake Road shed (7081 S. Jordan Lake Road, Saranac, MI, SW corner of the intersection of Grand River Ave and Jordan Lake Rd):

- Replacing 2 sliding shed doors. Doors are to have steel siding.
- Installing a steel roof, fascia, and soffits
- Installing steel siding on the gable ends of the roof
- Installing steel siding on exterior walls

All steel roofing and siding is to include a 40-year paint warranty. Warranty must be equal to or exceed the attached paint warranty from Michigan Steel and Trim. (see attachment)

BUILDING PERMITS

Any and all permits required to perform this work must be acquired by the contractor prior to the start of construction. It is the responsibility of the contractor to complete the project in accordance with these permit requirements.

SCHEDULE

All contractual work can begin upon notice of award of contract by ICRC. The completion date of all upgrades to the salt shed will be June 30, 2019.

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.

MEASUREMENT AND PAYMENT

Payment will be made upon satisfactory completion of work.

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.

SALT SHED ACCESSIBILITY

The ICRC, as well as any outside contractors, reserve the right to access, operate in, and utilize the facilities throughout the construction process. The contractor and the ICRC will cooperate throughout construction to utilize the facilities 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 award which is in the best interest of Ionia County.

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



MICHIGAN
STEEL AND TRIM

FORTY (40) YEAR LIMITED WARRANTY FOR ALL SILICONIZED POLYESTER PAINTED PANELS

Michigan Steel and Trim warrants that the color-coated finish applied to its steel roofing and siding panels will not, within a period of forty years after date of shipment under normal atmosphere conditions:

1. Blister, peel, check, or lose adhesion.
2. Sidewall panels will not chalk in excess of ASTM D-4214-89 Method D659 number eight (8) rating at anytime for thirty years. Sidewall panels will not change color more than five Hunter E units as determined by ASTM Method D-2244-93.
3. Roofing panels will not chalk in excess of ASTM D-4214-89 Method D659 number six (6) rating at anytime for thirty years. Roofing panels will not change color more than seven Hunter E units as determine by ASTM Method D-2244-93.

This warranty is expressly subject to the following terms and conditions:

1. The remedy for any claims arising from a defective color-coated finish on steel roofing and siding panels shall be at the discretion of Michigan Steel and Trim, Inc. and limited to refinishing or replacing the defective panels, or where FOR ANY LOSSES, DAMAGES, OR USE OF DEFECTIVE OR NONCONFORMING PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. MICHIGAN STEEL AND TRIM, INC.'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE SMP PAINTED STEEL ROOFING AND SIDING PANELS.
2. The express warranty stated herein is the exclusive warranty applicable to the color-coated finish on steel roofing and siding panels. MICHIGAN STEEL AND TRIM, INC. MAKES NO GUARANTIES, EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HERETO. IMPLIED WARRANTIES OR FITNESS AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED.
3. This warranty provides specific legal rights, and other rights which may vary from state to state that may apply.
4. This warranty is extended to the original buyer and is non-transferable.
5. Conditions to which the warranty does not apply include, but are not limited to, hail, exposure to salt, corrosive or harmful chemicals (whether solids, liquids, or gases), spray foam insulation, corrosion from ACQ, CA, and ACZA treated wood products, airborne contaminants, abnormal atmospheric conditions, any acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, excessive radiations, or other similar or dissimilar occurrences beyond Michigan Steel and Trim, Inc.'s control.
6. Other conditions to which the warranty does not apply are: steel shavings or sparks from power tools, free standing or pooling water, agricultural dust or residue, animal confinement, or livestock housing.
7. Minor hairline cracking of the color-coated finish is not covered by this warranty.
8. This warranty does not apply to the reverse side of the panel.
9. Defects or damages to the color-coated finish caused by handling, shipping, transit, processing, improper storage, or installation are not covered.
10. The buyer shall inspect material received from Michigan Steel and Trim, Inc. prior to installation so as to mitigate expenses involved in repairing, replacing, or repainting defective sheets.
11. Claims under this warranty must be made in writing to Michigan Steel and Trim, Inc. within 30 days after the discovery of the defect. Michigan Steel and Trim, Inc. shall have a reasonable time to inspect and investigate the claim before any further action shall be taken.
12. Buyer must establish adequate identification of material involved in the claim including date of shipment, date of installation, and a copy of invoice or delivery ticket.

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

BID PROPOSAL
2018 Salt Shed Upgrades

Salt Shed Facility

Not-to-Exceed Price

Jordan Lake – 7081 S. Jordan Lake Road, Saranac

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 SUBCONTRACTOR(S)

Company Name

Phone Number

Address

Fax Number

City, State, ZIP

email address