

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

KAREN D. BOTA
Commissioner

ROBERT G. DUNTON
Commissioner

NICHOLAS S. BOWERMAN
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 **2:00 p.m. on Friday, March 15, 2019** at which time they will be publicly opened and read in the Commission offices for the following:

CONTRACT #19-02 CATCH BASIN CLEANING

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 and/or the Michigan Department of Transportation.

The bid form is to be returned in a sealed envelope and plainly marked “Sealed Bid for Contract # 19-02 Catch Basin Cleaning” and shall include the name and address of the bidder. Further information on 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 reserves the right to reject any or 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 the Ionia County Road Commission and the Michigan Department of Transportation.

BOARD OF COUNTY ROAD COMMISSIONERS IONIA COUNTY, MICHIGAN

Charles G. Minkley - Chairman
Robert G. Dunton - Vice Chairman
Kenneth L. Gasper - Member
Nicholas S. Bowerman - 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 **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 submitted by 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 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 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: The Michigan Department of Transportation, its agents and employees and 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:

1. Underground damage to facilities due to drilling and excavating with mechanical equipment, and
2. 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:.....\$2,000,000

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 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 # 19-02
Catch Basin Cleaning**

It is the intent of the Ionia County Road Commission to contract for Catch Basin Cleaning on State trunklines, primary, and local roads in Ionia County for one calendar year, if needed.

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. **If needed, Road Commission will supply a man for basin location only.**

A. General Specifications:

The contractor shall comply with the intent of the General Requirements and Covenants, Division 1 of the Michigan Department of Transportation current "Standard Specifications for Construction" where applicable.

B. Time Limitation:

Cleaning shall be started no later than five (5) days after being requested by designated representative(s) of the Ionia County Road Commission, and the project must be completed before moving on to another project unless mechanical failure or inclement weather interferes.

C. Equipment:

Contractor will be required to use high-volume front vacuum only. Equipment subject to approval upon an inspection by the Ionia County Road Commission:

1. Vactor
2. Camel
3. Or equivalent at a minimum to meet DNR requirements for pumping, hauling, and disposal of waste.

D. Maintenance:

1. Sides and bottom of the catch basin shall be thoroughly flushed to remove leaves, sediment, gravel and all other debris.
2. Contractor shall completely vacuum water and debris from cleaned basin.
3. Large debris shall be removed by hand, if necessary, to attain a thoroughly cleaned catch basin.
4. Orange paint will be used to mark basins when cleaned.
5. White paint will be used to mark cleaned basins that appear to have structural damage.
6. On all MDOT routes all basins will be cleaned within 20 feet of curb face on main roads and city streets, unless otherwise directed by Ionia County Road Commission.
7. Must be able to clean minimum 30 basins a day per truck unless prior agreement is reached.

E. Dimensions:

Basins range in size from:

1. Approximately four feet to twelve feet deep.
2. Approximately two feet to four feet wide.

F. Traffic Control:

Supplied by contractor per current Michigan Manual of Uniform Traffic Control Devices (MMUTCD). ICRC will supply traffic control for M-66 hill only, if needed.

G. Estimated Quantity - 779:

1. Local and Primary Roads – approximately 179
2. State Trunklines – approximately 600
3. The right is reserved by the Ionia County Road Commission to increase or decrease this quantity with cost additions or deductions calculated on a pro-rata basis using unit cost of the bid.
4. The number of basins to be cleaned each year will be determined on the cost per basin.

H. Bid Price Structure:

1. Bidding unit and pay item for catch basin cleaning shall be cost per basin regardless of type of structure and dimensions.

I. Scheduling:

1. Scheduling of the priorities and order of basin cleaning will be accomplished upon award of contract by Bud White, Road Superintendent, but the right is reserved by this department to make adjustments and changes throughout the contract season.
2. Regularly scheduled cleaning must be completed by September 1st unless other arrangements are made.

J. Daily Log and Inspection:

1. The contractor must keep a daily log of catch basins cleaned and locations.
2. If any contracted work is not completed as specified, the contractor shall be recalled to complete the job at the contractor's expense.

K. Payment:

No payment for services will be rendered unless all conditions as specified are met. Payment terms are net 30 days upon satisfactory completion of work.

L. Debris:

Documentation and weight tickets will be required by the contractor for removal and disposal of all material gathered in accordance with current rules and regulations of governing agencies, Public Health, Natural Resources, and Transportation and turned over to the Road Commission. **No debris shall be dumped on Ionia County Road Commission property.**

M. Permits and Licenses:

Any permits, licenses, manifest papers, certificates for hauling waste, or fees required in the performance of this contract **are the responsibility of and shall be obtained and paid for by the contractor** and provided to the Road Commission.

N. Damage:

Any accidents or damage to public or private property must be reported immediately to Bud White, Road Superintendent.

O. Award:

The Ionia County Road Commission 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. The Board also reserves the right to award work for local/primary roads separately from state trunklines.

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

Bid Form
Contract # 19-02 Catch Basin Cleaning

1. Local and Primary Roads:

Cost Each Catch Basin: \$ _____

Total Estimated Contract Amount (179 Basins) \$ _____

2. State Trunklines:

Cost Each Catch Basin: \$ _____

Total Estimated Contract Amount (600 Basins) \$ _____

3. **Total Estimated Contract (#1 + #2) \$ _____**

Name of Contact Person(s):

Office Phone Number:

Cell Phone Number:

Indemnification: 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 the 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