

INVITATION TO BID

It is the intent of Ionia County to solicit proposals for producing processed gravel.

Sealed proposals must be delivered to: Stephanie Fox, County Administrator, 101 W. Main Street, Ionia, MI 48846 by 2:00 PM on Thursday July 29, 2021

Sealed proposals will be publicly opened at 2:30 PM on Thursday July 29, 2021 at the Ionia County Administrator's office located at 101 W. Main Street, Ionia, MI 48846 for the following:

**CONTRACT # 21-19
2021 GRAVEL PROCESSING
BUGBEE PIT
REYNOLDS PIT**

Further information upon which proposals shall be based is available at www.ioniacountyroads.org on the "Doing Business" page. ***All proposals are to be in sealed envelopes and plainly marked "SEALED BID for 2021 Gravel Processing" and shall include the name and address of the bidder.***

The County of Ionia 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 IONIA COUNTY

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the Ionia County Administrator's Office, located at 101 W. Main St, 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.

1. All bids must be submitted on the Ionia County Road Department's blank form when provided. The bid shall be legibly prepared in ink or typed. 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 delivery 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.
5. It is understood that the County of Ionia 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 County 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 County, 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 County 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 County of Ionia 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: "County of Ionia, 101 W. Main Street, Ionia, Michigan 48846".

2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: "Additional Insured: The County of Ionia, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

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 County of Ionia, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. 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 County of Ionia, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, 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.

9. Cancellation of Contract Provisions: The County of Ionia 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 may begin upon notice of award of contract by the County. The completion date of all processing is October 31, 2021.

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

The County 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 County. The County may extend the time for the completion of the contract because of delays due to unforeseen causes beyond the control of the contractor or the County. These damages will also be enforced on any contract unit price renewals.

MATERIAL SOURCE

Producers are to mine the following locations:

- “Bugbee” pit located on Quarry Road north of Riverside Drive in Ionia, MI.
- “Reynolds” pit located on Peckins Road in Lyons Township.

PIT MANAGEMENT

Due to the increasing difficulty of locating and opening new aggregate reserves, the County is concerned with the wise use of its current deposits. Our goals are to have a quality material produced while conserving our limited resources.

Producers are instructed to include in their bid a “Proposed Pit Management Plan” for each property from which they are bidding. Said plan shall at a minimum include a sketch of the pit area showing proposed production pile, plant location, and location of the area from which to extract the raw materials.

In addition to the sketch, the County requests the proposed bidders determine the factors necessary in achieving the best pit management.

In the production of the aggregate please describe any special techniques used to achieve maximum conservation as well as a quality product.

If the County deems the Proposed Pit Management Plan to be inadequate, or detrimental to County interests, or if a bidder fails to submit a plan, then this may be cause for rejection of the bid.

STOCKPILING OF MATERIALS

The County 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.

AGGREGATE SPECIFICATIONS

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

DEWATERING

Dewatering shall be performed by the producer as needed. The producer is to be aware of the potential for mining below ground water depth in unit prices.

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 Ionia County Road Department (ICRD) will conduct random quality assurance testing of any produced aggregate before acceptance. Quality assurance testing will occur at least one time per 5,000 cubic yards produced of a particular material. Up to two secondary tests will be performed if requested by the producer.

MEASUREMENT AND PAYMENT

Unit prices will be based on total cost for processing the material as well as furnishing all necessary labor and equipment to do so.

Verification volume calculations may be performed by ICRD staff to ensure amount produced.

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. Invoices may be submitted electronically to accountspayable@ioniacountyroads.org or mailed to 170 E. Riverside Drive, Ionia, MI 48846.

SUBCONTRACTOR REQUIREMENTS

Subcontractors may be allowed on this project with County approval. All work will be accomplished by the principal producer, unless there is County approval for a subcontractor. Subcontractors must be identified in the bid proposal and approved by County.

PIT ACCESSIBILITY

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

CANCELLATION NOTICE

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

AWARD OF CONTRACT

The right is reserved to award each material source (pit location) separately and 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. The contractor 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 contractor's request for renewal must be in writing. The County reserves the right to accept or reject the offered extensions in the best interest of the County.

PRE-PROCESSING MEETING

The County may schedule a pre-processing meeting. If so, the successful bidders will be required to attend. If they do not attend, the agreement may be cancelled.

Questions concerning specifications may be directed to Connie Houk, Interim Managing Director at (231) 342-8480 or Bud White, Road Superintendent at (616) 527-1700.

**Ionia County Road Department
 BID PROPOSAL
 2021 GRAVEL PROCESSING**

<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>
Bugbee Pit	23A	20,000 - 40,000	_____
Bugbee Pit	23A	40,000 +	_____
Reynolds Pit	23A	20,000 - 40,000	_____
Reynolds Pit	23A	40,000 +	_____

Indemnification: *Producer agrees to hold harmless and indemnify the County of Ionia, the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, from any and all claims, suits and judgments to which the County of Ionia, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, 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 county, whether due to negligence of the producer or the joint negligence of the producer and the County, 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 County for any injury or property damage arising out of the sole negligence of the County of Ionia, the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.*

 Authorized Signature

 Date

 Print Name/Title

 Phone Number

 Company Name

 Fax Number

 Address

 Cell Phone Number

 City, State, ZIP

 email address

 Subcontractor Name