

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 proposals will be received by the Road Commission for Ionia County at 170 E. Riverside Drive, Ionia, Michigan 48846 until **1:00 p.m. Tuesday, July 9, 2019** at which time bids will be publicly opened and read aloud for furnishing and delivering the following:

Contract # 19-14 Pavement Marking

TO FURNISH AND PLACE WATERBORNE CENTERLINE, NO PASSING, EDGE LINE AND SPECIAL PAVEMENT MARKINGS IN THE SW ¼ OF IONIA COUNTY, INCLUDING OTHER RECENTLY CHIP-SEALED AND HMA RESURFACED LOCATIONS THROUGHOUT THE COUNTY. ADDITIONAL BID ITEM WORK IN CITY OF BELDING, VILLAGE OF PEWAMO AND VILLAGE OF CLARKSVILLE TO BE BILLED DIRECTLY.

Proposals, plans, bid forms, and other information is available at www.ioniacountyroads.org on the "Doing Business" page or by request to info@ioniacountyroads.org.

The 2012 MDOT Standard Specifications for Construction shall apply for this project, including additional supplemental contract language.

Bids shall be completed on the provided forms. Bids shall be signed by an authorized agent of the bidder, and submitted in a sealed envelope that is plainly marked on the outside the **Contract # 19-14 Pavement Marking**. Bids failing to meet these requirements will not be considered. Faxed or emailed bids will not be accepted.

The Board of Ionia County Road Commissioners reserves the right to reject any or all bids; to waive irregularities and to make the award in any manner deemed in the best interest of the Road Commission for Ionia County.

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

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To:
 BOARD OF IONIA COUNTY ROAD COMMISSIONERS
 170 E. Riverside Dr.
 PO BOX 76
 IONIA, MICHIGAN 48846

COMMISSIONERS:

WE, THE UNDERSIGNED, DO HEREBY AGREE TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE WORK INDICATED IN ACCORDANCE WITH YOUR NOTICE TO BIDDERS AND SPECIFICATIONS AT THE UNIT PRICES BELOW:

COMPLETION DATE IS SEPTEMBER 30, 2019

Road Commission for Ionia County

PROJECT/WORK ITEMS	ESTIMATED QUANTITY/UNIT	UNIT/PRICE	AMOUNT
Pavt Mrkg, Waterborne, 4inch, White	1,002,098 Feet	_____	_____
Pavt Mrkg, Waterborne, 4inch, Yellow	582,723 Feet	_____	_____
Pavt Mrkg, Waterborne, 2 nd Application 4-inch, White	Feet	_____	_____
Pavt Mrkg, Waterborne, 2 nd Application 4-inch, Yellow	Feet	_____	_____
Remove, Pavt Mrkg	Feet	_____	_____

SPECIAL PAVEMENT MARKINGS

(Locations to be determined)

Pavt Mrkg, Waterborne, 6-inch, Crosswalk	1 Foot	_____	_____
Pavt Mrkg, Waterborne, 24 inch, Stop Bar	30 Feet	_____	_____
Pavt Mrkg, Waterborne, 12-inch, Cross Hatching	1 Foot	_____	_____
Pavt Mrkg, Waterborne, (Legend, Only)	6 Each	_____	_____
Pavt Mrkg, Waterborne, (Symbol, Left Arrow)	6 Each	_____	_____
Pavt Mrkg, Waterborne, (Symbol, Straight/Right Arrow)	1 Each	_____	_____
Pavt Mrkg, Waterborne, Railroad Grade Crossing	4 Each	_____	_____
Remove, Special Pavt Mrkg	1 Sq. Foot	_____	_____
Pavt Mrkg, Thermoplastic, (Transverse Rumble Strips)	12 Each	_____	_____

Bid Total _____

 Contractor Name

CITY OF BELDING

WE, THE UNDERSIGNED, DO HEREBY AGREE TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE WORK INDICATED IN ACCORDANCE WITH YOUR NOTICE TO BIDDERS AND SPECIFICATIONS AT THE UNIT PRICES BELOW:

COMPLETION DATE IS SEPTEMBER 30, 2019

PROJECT/WORK ITEMS	ESTIMATED QUANTITY/UNIT	UNIT/PRICE	AMOUNT
Pavt Mrkg, Waterborne, 4-inch, White	24,025 Feet	_____	_____
Pavt Mrkg, Waterborne, 4-inch, Yellow	122,422 Feet	_____	_____

SPECIAL PAVEMENT MARKINGS

(See Attachments of Locations for Crosswalks & Parking Lots)

Pavt Mrkg, Waterborne, 12-inch, Crosswalk (Special Emphasis M.D.O.T. Detail Pave – 945 – B)	3,702 Feet	_____	_____
Pavt Mrkg, Waterborne, 4-inch, White “Parking”	8,000 Feet	_____	_____
Pavt Mrkg, Waterborne, 4-inch, Blue “Parking”	1,600 Feet	_____	_____

Contractor Name

Bid Total _____

Direct Billing & Contact Information
City of Belding
120 Pleasant Street
Belding, MI 48809

Bruce Brown, City Manager
Ph: (616) 794-1900

Ernie Thomas, DPW Director
Ph: (616) 794-1340

VILLAGE OF PEWAMO

WE, THE UNDERSIGNED, DO HEREBY AGREE TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE WORK INDICATED IN ACCORDANCE WITH YOUR NOTICE TO BIDDERS AND SPECIFICATIONS AT THE UNIT PRICES BELOW:

COMPLETION DATE IS SEPTEMBER 30, 2019

PROJECT/WORK ITEMS (No White Edge Line Marking)	ESTIMATED QUANTITY/UNIT	UNIT/PRICE	AMOUNT
Pavt Mrkg, Waterborne, 4 inch, Yellow	15,840 Feet	_____	_____
SPECIAL PAVEMENT MARKINGS (Located within the Downtown Business District)			
Pavt Mrkg, Waterborne, 4-inch, White "Angle Parking"	900 Feet	_____	_____
Pavt Mrkg, Waterborne, 4-inch, White "Perp. Parking"	1,220 Feet	_____	_____

Contractor Name

Bid Total _____

Direct Billing & Contact Information

Village of Pewamo
130 E. Main Street
P.O. Box 385
Pewamo, MI 48873
(989) 593-2553

Michael Scollon, DPW Director
Ph: (989) 593-3281

VILLAGE OF CLARKSVILLE

WE, THE UNDERSIGNED, DO HEREBY AGREE TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE WORK INDICATED IN ACCORDANCE WITH YOUR NOTICE TO BIDDERS AND SPECIFICATIONS AT THE UNIT PRICES BELOW:

COMPLETION DATE IS SEPTEMBER 30, 2019

PROJECT/WORK ITEMS	ESTIMATED QUANTITY/UNIT	UNIT/PRICE	AMOUNT
Pavt Mrkg, Waterborne, 4 inch, White	9,950 Feet	_____	_____
Pavt Mrkg, Waterborne, 4 inch, Yellow	15,316 Feet	_____	_____

SPECIAL PAVEMENT MARKINGS

(See Attachments of Locations for Crosswalks & Parking Lots)

Pavt Mrkg, Waterborne, 6-inch, Crosswalk	1,024 Feet	_____	_____
Pavt Mrkg, Waterborne, 24-inch, Stop Bar	200 Feet	_____	_____
Pavt Mrkg, Waterborne, (School)	2 Each	_____	_____
Pavt Mrkg, Waterborne, Railroad Grade Crossing	2 Each	_____	_____
Pavt Mrkg, Waterborne, 4-inch, White "Parking"	638 Feet	_____	_____
Pavt Mrkg, Waterborne, 4-inch, Blue "Parking"	76 Feet	_____	_____

Bid Total _____

Contractor Name

Direct Billing & Contact Information

Village of Clarksville
162 S. Main Street
P.O. Box 118
Clarksville, MI 48815

Patricia Reser
Ph: (616) 693-2161

Indemnification

Contractor agrees to hold harmless and indemnify the Road Commission for Ionia County, 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 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 term of this proposal. Contractor will not be obligated to indemnify the Road Commission for Ionia County for any injury of property damage arising out of the sole negligence of the Road Commission for Ionia County, its commissioners or employees.

The Board of Road Commissioners Reserve the right to accept or reject any or all bids, to waive irregularities in any proposal, to reduce or delete pay item quantities, and to make award in any manner deemed in the best interest of the County of Ionia.

Authorized Signature

Date

Print Name/Title

Phone Number

Company Name

Fax Number

Address

Cell Phone Number

City, State, ZIP

Email Address

**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 practice is to open and read the bids then refer the file to staff for tabulation and analysis. During this period, bid 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 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 with bid unless otherwise stated herein.
3. **Bid forms, Pages 2 thru 6, are to be returned in a sealed envelope identified on the outside as to the bid concerned and shall include the name and address of the bidder.** Bids shall be mailed or delivered. Faxed bids 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 6:00 a.m. to 4:00 p.m., Monday through Thursday, with the exception of legal holidays.
5. It is understood that the Board of Ionia 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 must hold harmless, indemnify, and defend in litigation the Road Commission for Ionia County, and their agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of the performance of the work until the Contractor achieves satisfactory "final inspection" in accordance with subsection 109.07 of the 2012 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 Road Commission for Ionia County 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, must carry adequate insurance, satisfactory to the commission, afford protection against all claims for damages to public or private property, and injuries to persons, arising out of the performance 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:\$2,000,000

Comprehensive General Liability Insurance naming the Road Commission for Ionia County, 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, and 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 Road Commission for Ionia County, 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 Road Commission for Ionia County and the Board of Ionia County Road Commissioners.

9. **Cancellation of Contract Provisions**: The Road Commission for Ionia County 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.
12. Questions concerning specifications may be directed to the road commission engineering department at (616) 527-1700.

PROJECT NOTES

1. PERMANENT PAVEMENT MARKINGS

The 2012 MDOT Standard Specifications for Construction, **Section 811** shall apply, unless otherwise specified.

2. PROSECUTION AND PROGRESS

The 2012 MDOT Standard Specifications for Construction, **Section 108** shall apply excepting paragraph two (2) sentence one (1) shall read; The Contractor must use its own organization to perform work amounting to at least 80 percent of the original contract amount.

3. TEMPORARY TRAFFIC CONTROL

Traffic shall be maintained in accordance with the 2012 MDOT Standard Specifications for Construction, **Section 811.03** and the enclosed Typical Details for "Pavement Marking Convoy".

4. MATERIALS

Provide the Material Safety Data Sheets to the Engineer for required materials and supplies. All packaging and containers shall be plainly marked for identification as specified in **Section 920**. The Contractor shall provide the Engineer Certified receipts of all materials before operations commence. Dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act. of 1976 as amended, and 1994 PA 451, Part 111 Hazardous Waste Management.

Provide samples of permanent pavement marking materials upon the Commission's request.

5. EQUIPMENT

Apply longitudinal lines with certified self-propelled pavement marking equipment. A valid certificate may be accepted by the Engineer prior to commencement but shall not relieve the Contractor of the Commission's right to inspect the contractor's equipment prior to commencement and anytime during the contract. Equipment shall be capable of applying material to the required length and width and assure uniform application of the materials at all times in accordance to Section 811.03. Operate marking equipment at no greater than certified speed. The Engineer will assume a striper, operating above certified working speed, has operated at that speed for the entire day.

Digital readout equipment with information including at minimum the following:

- Linear feet in white
- Linear feet in yellow
- Gallons used
- Yield – Gallons per linear foot
- Lbs. of glass beads
- Yield in lbs. per linearfoot

6. GENERAL

Contractor shall be responsible to notify the Engineer of locations exceeding limitations defined in Section 811.03.B. The Commission will provide storage space for pavement marking materials and equipment. Mix liquids during application. Do not thin materials. Uniformly apply pavement marking material at the rates shown in Table 811-1. The temperature and seasonal application restrictions in Table 811-2 shall apply.

7. SPECIAL PAVEMENT MARKINGS

Special markings (legends, symbols, stop bars, railroad crossings, etc.) shall be paid for separately. Operations for placement shall conform to Section 811.03D. All materials shall be Certified and clearly marked on all packaging. The Contractor shall supply the Engineer with receipt of Certification before placement.

8. SECOND APPLICATION

If the contract requires a second application of permanent pavement markings, complete the second application from 14 days to 60 days after initial application in the same calendar year. The Contractor may apply the second application before the required 14 days if previously approved by the Engineer.

9. CALL BACK PAINTING

The Engineer will provide a list of locations and limits for call back painting. Begin call back painting within 7 to 14 days of the Engineer's notification.

10. DELAYED ACCEPTANCE

The Commission will not pay for corrective action required for delayed acceptance, including removal and replacement of failed markings. The Commission will delay final acceptance of completed pavement marking work for 60 days. During this 60-day delayed acceptance period, the Commission will inspect the markings at its discretion. The Commission will not accept pavement markings if less than 90 percent of original markings remains, and will require the contractor to replace the markings immediately.

11. MEASUREMENT AND PAYMENT

All longitudinal pavement markings, including stop bars, cross walks, cross hatching, etc. will be paid by the lineal foot placed. All special pavement markings, including, legends and symbols, railroad symbols, etc. will be paid by each.

12. COORDINATION

Coordination with paving, chip seal or crack seal contractors will be required on specified projects (to be determined).

13. In anticipation of yearly roadway surface construction projects, local and primary, both additions and deletions of quantities to this contract are expected and shall be agreed upon in advance between the Commission and the Contractor.

14. The Cities and Villages shall be billed directly. Quantities and locations may vary. Both additions and deletions of quantities to this contract are expected and shall be agreed upon in advance between the Commission and the contractor.

15. COMPLETION DATE IS SEPTEMBER 30th, 2019.

16. RENEWAL OPTIONS

The Commission reserves the right to renew the contract for three (3) additional one-year terms, each upon mutual agreement of both parties. Pricing, terms, and conditions of the contract will remain the same for any one-year renewal periods.