

# ROAD COMMISSION FOR IONIA COUNTY

170 E. Riverside Drive • P.O. Box 76 • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

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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

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## NOTICE TO BIDDERS

Sealed bids will be received by the Board of Ionia County Road Commissioners until **1:00 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 # 19-35 Cutler Road**

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.

Further information upon which bids shall be based is available at the road commission office; phone (616) 527-1700 or [www.ioniacountyroads.org](http://www.ioniacountyroads.org) on the "Doing Business" page. **The bid form is to be returned in a sealed envelope and plainly marked "Sealed Bid for Contract # 19-35 Cutler Road" and shall include the name and address of the bidder.**

The Ionia County Road Commission and/or Michigan Department of Transportation 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 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, 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 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. **Bid 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, 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 the Certificate of Liability Insurance as evidence of the following specific requirements:

A. Indemnification: The contractor shall save harmless and indemnify 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 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:

- 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 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, 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 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 # 19-35 Cutler Road**

It is the intent of the Ionia County Road Commission (ICRC) to contract for clearing, earthwork, drainage, pavement removal, aggregate base, aggregate shoulder, and traffic control on Cutler Road from Grand River Avenue to the bridge over I-96 in Portland and Danby Townships, Ionia County.

This work shall be done in accordance with the MDOT 2012 Standard Specifications for Construction unless herein modified. Questions concerning specifications may be directed to Paul Spitzley, County Highway Engineer at (616) 527-1700 or [spitzleyp@ioniacountyroads.org](mailto:spitzleyp@ioniacountyroads.org).

### **A. Description**

The Contractor shall provide all materials, labor, and equipment necessary to perform the project items of work on Cutler Road. The specifications within will complement the set of plans which shall be provided upon request. A plan set for this project may be requested by email: [info@ioniacountyroads.org](mailto:info@ioniacountyroads.org) or phone (616) 527-1700 and will be available on our website [www.ioniacountyroads.org](http://www.ioniacountyroads.org) on the Doing Business page.

### **B. Materials**

#### **Sand**

All specified sand will be in accordance with section 902 of the spec book.

#### **Aggregate**

The aggregate that is used for the item Approach, CI II will be MDOT 23A.

The aggregate used for the item Aggregate Base will be MDOT 22A.

### **C. Construction**

#### **Traffic Control**

All traffic on Cutler Road will be prohibited to through traffic. Local residents, emergency services, local deliveries, and construction traffic on this project as well as MDOT's bridge replacement over I-96 shall be maintained throughout the project.

#### **Coordination with Bridge Project**

The Contractor is to coordinate all work activities with the adjacent bridge project, Cutler Road over I-96. The bridge project may need access for material, labor, and equipment through this construction zone. It is the responsibility of both bridge and road (this project) contractors to complete the work as specified even though other projects may impact their work site.

#### **Clearing**

The contractor will remove all vegetation within the grading limits as shown on the plans and will be provided in the field. This vegetation includes trees, shrubs, stones, and landscaping timbers. The adjacent property owners reserve the right to keep any merchantable timber.

**Maintain Mailboxes**

The contractor will maintain all adjacent property owner mail boxes throughout the project. This item includes temporary relocation of boxes, replacement of damaged boxes and posts, and permanent placement of posts and boxes at the completion of the project.

**Catch Basins, Culverts, and Underdrain**

All work associated with excavating for and proper backfilling up to aggregate base will be included in the respective items per each and per foot.

Culvert and underdrain taps should be a factory made connection when possible. When not possible or when connecting to existing infrastructure, construct a mortar collar around connection.

**Aggregate Base**

The Contractor on this project is responsible to keep the aggregate surface within proposed grade until the surface is paved. There may be a period of time between finished aggregate base grade and paving the base course, it is the responsibility of this contractor to maintain the surface until the paving occurs. All associated work and materials for this coordination are to be paid for as Dust Control per gallon and Paving Coordination per lump sum.

**HMA Paving**

All HMA paving items will be performed by others. However, it is the responsibility of the Contractor on this project to coordinate this paving in order to ensure that the project is completed as specified. HMA Paving, approach paving, shoulder gravel, and movement marking will be performed by others. Ionia County Road Commission will have the contact information of the paving contractor.

**D. Schedule**

The contractor shall notify the ICRC 48 hours prior to any work being performed.

All work associated with Cutler Road Project, including the HMA paving and aggregate shoulder work by others, will begin no earlier than July 8<sup>th</sup>, 2019 and be completed by October 1<sup>st</sup>, 2019. This completion date is in coordination with the MDOT bridge project Cutler Road over I-96.

Failure to meet any of these deadlines will result in liquidated damages of \$500 per calendar day until the project is complete.

### E. Method of Payment

All associated materials, labor, and equipment necessary to complete the work for each respective item as specified herein shall be paid for at the as bid unit price below:

<u>Pay Item</u>	<u>Unit of Measure</u>
Earth Excavation	Cu Yard
Embankment CIP	Cu Yard
Culv, Rem, less than 60 inch	Feet
Culv, 12 inch dia	Feet
Culv, 18 inch dia	Feet
Underdrain, 4 inch dia	Feet
Underdrain Tap	Each
Mulch Blanket	Sq Yard
Slope Restoration	Sq Yard
Subgrade Undercutting	Cu Yard
Subbase, CIP	Cu Yard
Aggregate Base, 10 inch	Sq Yard
Paving Coordination	Lump Sum
Dust Control	Gallon
Pavt, Rem	Sq Yard
Aggregate Base	Ton
Approach, CI II	Ton
Tree, Rem, 6 to 18 inch dia	Each
Tree, Rem, 19 to 36 inch dia	Each
Tree, Rem, 37 inch dia or larger	Each
Stump, Rem, 6 to 18 inch dia	Each
Stump, Rem, 19 to 36 inch dia	Each
Stump, Rem, 37 inch dia or larger	Each
Maintain Mailboxes	Each
Barricade, Type III, Double Sided	Each
Sign, Type II, Temp	Sq Feet
Sign, Type II, Rem and Replace	Each

### Bid Form - Contract # 19-35 Cutler Road

<u>Pay Item</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total</u>
Earth Excavation	1,609	Cu Yard	<input type="text"/>	<input type="text"/>
Embankment CIP	957	Cu Yard	<input type="text"/>	<input type="text"/>
Culv, Rem, less than 60 inch	300	Feet	<input type="text"/>	<input type="text"/>
Culv, 12 inch dia	560	Feet	<input type="text"/>	<input type="text"/>
Culv, 18 inch dia	40	Feet	<input type="text"/>	<input type="text"/>
Underdrain, 4 inch dia	100	Feet	<input type="text"/>	<input type="text"/>
Underdrain Tap	2	Each	<input type="text"/>	<input type="text"/>
Mulch Blanket	500	Sq Yard	<input type="text"/>	<input type="text"/>
Slope Restoration	6,042	Sq Yard	<input type="text"/>	<input type="text"/>
Subgrade Undercutting	500	Cu Yard	<input type="text"/>	<input type="text"/>
Subbase, CIP	500	Cu Yard	<input type="text"/>	<input type="text"/>
Aggregate Base, 10 inch	5,658	Sq Yard	<input type="text"/>	<input type="text"/>
Paving Coordination	1	Lump Sum	<input type="text"/>	<input type="text"/>
Dust Control	1,000	Gallon	<input type="text"/>	<input type="text"/>
Pavt, Rem	169	Sq Yard	<input type="text"/>	<input type="text"/>
Aggregate Base	45	Ton	<input type="text"/>	<input type="text"/>
Approach, Cl II	170	Ton	<input type="text"/>	<input type="text"/>
Tree, Rem, 6 to 18 inch dia	6	Each	<input type="text"/>	<input type="text"/>
Tree, Rem, 19 to 36 inch dia	8	Each	<input type="text"/>	<input type="text"/>
Tree, Rem, 37 inch dia or larger	6	Each	<input type="text"/>	<input type="text"/>
Stump, Rem, 6 to 18 inch dia	2	Each	<input type="text"/>	<input type="text"/>
Stump, Rem, 19 to 36 inch dia	2	Each	<input type="text"/>	<input type="text"/>
Stump, Rem, 37 inch dia or larger	1	Each	<input type="text"/>	<input type="text"/>



<u>Pay Item</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total</u>
Maintain Mailboxes	8	Each	<input type="text"/>	<input type="text"/>
Barricade, Type III, Double Sided	4	Each	<input type="text"/>	<input type="text"/>
Sign, Type II, Temp	45	Sq Feet	<input type="text"/>	<input type="text"/>
Sign, Type II, Rem and Replace	4	Each	<input type="text"/>	<input type="text"/>
<b><u>Project Total</u></b>				<input type="text"/>

**Indemnification:** Contractor agrees to hold 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, 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 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