

ROAD DEPARTMENT FOR IONIA COUNTY

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

INVITATION TO BID

CONTRACT # 22-11: DUST CONTROL SEASONAL REQUIREMENTS OF CALCIUM CHLORIDE SOLUTION (APPLIED) SEASONAL REQUIREMENTS OF MINERAL WELL BRINE (APPLIED)

The public Bid Opening will take place at the Ionia County Administrator's office, located at 101 W. Main Street, Ionia, Michigan 48846, at 1:30 PM on Monday, October 31, 2022. Sealed bids must be submitted to:

County of Ionia
Attn: Jason Eppler, Interim County Administrator
101 West Main Street
Ionia, Michigan 48846

All submissions must be received by 1:30 PM on Monday, October 31, 2022, and must be clearly marked: *"Contract # 22-11 Dust Control."*

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 Department and/or the Michigan Department of Transportation

Further information on which bids shall be based is available at www.ioniacountyroads.org on the "Doing Business" page or at www.ioniacounty.org on the "Request for Proposals" page. The bid form is to be returned in a sealed envelope and plainly marked "Sealed Bid for Contract 22-11 Dust Control" and shall include the name and address of the bidder.

The County of Ionia and/or Michigan Department of Transportation reserve 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 County of Ionia and the Michigan Department of Transportation.

**BOARD OF COUNTY COMMISSIONERS
of Ionia County**

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Ionia County Administrator located at 101 West Main Street, Ionia, MI 48846.

Refer to the **INVITATION TO BID** 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 practice is to open and read the bids at the designated time and then to 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 Ionia County Commissioners at their next regular meeting. Notifications of award, award pending, or other outcome, will be made in writing. The bid tabulation will accompany award, when customary for item bid, and may be requested by phone at (616) 527-1700.

1. All bids must be submitted on the blank bid form when provided. The bid shall be legibly prepared in ink or typewritten. 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 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 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 County Administrator's office** at any time during normal business hours only, said hours being 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of legal holidays.
5. It is understood that the Ionia County Road Department 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 right is reserved 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 Department 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 Michigan Department of Transportation and the Ionia County Road Department 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, Ionia, Michigan 48846”.
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: “Additional Insured: 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, 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 Department, 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.

- C. 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 Department, 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 Ionia County Road Commission and the Board of Ionia County Road Commissioners.

9. **Cancellation of Contract Provisions:** The Ionia County Road Department 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 Department at (616) 527-1700.

**SPECIFICATIONS FOR
CONTRACT # 22-11: DUST CONTROL**

It is the intent of Ionia County Road Department to contract for furnishing and spreading annual requirements of Calcium Chloride Solution and Mineral Well Brine for dust control on local and primary gravel roads as well as state highway shoulders within Ionia County.

A. APPLICATION EQUIPMENT

- For county local and primary gravel roads, each unit shall be equipped capable of pumping a uniform application of liquid chloride solution at the specified rate of 500 gallons or more per mile at a width of 10-12 feet in a single pass.
- For MDOT highway shoulders, each unit shall have the capability of pumping a uniform application up to 500 gallons per mile at a maximum width of 5 feet in a single pass.
- The solution tanks, piping, solution pump and appurtenances of each delivery unit shall be maintained in a workable condition so as to avoid spills, loss of brine solution, or inconsistent application.
- The shut off valve is to be mounted in the tractor for control by the driver. The spray bar is to be blown down with air or drained before crossing hard surfaced roads to prevent draining chloride on the roadway.
- Specifications for type of equipment being used may be required after bid has been awarded.

B. PREPARATION SCHEDULE

The Ionia County Road Department assumes responsibility for preparing the road surface, by blading or by other means, in advance of the spreading operations to guarantee a reasonably smooth surface on which to apply the solution. The successful bidder is required to give the Ionia County Road Department two (2) working days advance notice to schedule road preparation.

C. RESPONSE & QUANTITIES SCHEDULE

The successful bidder will supply material as requested by the road department within forty-eight (48) hours of notification by telephone or fax. Bidder must have sufficient equipment to apply minimum daily quantities of 100,000 gallons.

D. TESTING

The successful bidder shall submit a state approved brine analysis for each well used and will certify, upon request of the road department that materials purchased from them meet all state and federal specifications. The road department reserves the right to test additional tank loads at any time.

E. BILLING/PAYMENT

The contractor shall bill townships directly, with copies of invoices sent to the Road Department. Townships are responsible for making payment directly to the contractor. MDOT work is to be billed to the road department. Invoices may be mailed to 170 E. Riverside Drive, Ionia, MI 48846 or sent via email to accountspayable@ioniacountyroads.org.

F. TERMS/RENEWAL OPTIONS

The right is reserved to renew the contract for a maximum of four additional one-year terms, each renewal to be mutually agreed upon by all parties. Pricing, terms and conditions of the original contract will remain the same for any subsequent one-year renewal periods.

G. EXTENSION OF PRICING TO GRAVEL AND/OR CONSTRUCTION CONTRACTORS

All gravel and/or construction contractors within Ionia County will be able to receive brine at the county price per gallon providing they use a minimum of 5,000 gallons and it is agreed upon by the road department and the brine supplier.

H. AWARD

Award is to be made to the lowest responsive bidder and may be awarded separately for Ionia County gravel roads and MDOT state highway shoulders. The Ionia County Board of Commissioners reserves the right to reject any proposals or to waive irregularities therein, and to accept any proposals which may be most advantageous and in the best interest of Ionia County.

**IONIA COUNTY ROAD DEPARTMENT
 BID FORM
 CONTRACT # 22-11: DUST CONTROL**

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	% Calcium	% Magnesium	% Sodium	ICRC gravel rds. Price per Gallon	MDOT shoulders Price per Gallon
_____	_____	_____	_____	_____	\$ _____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	% Calcium	% Magnesium	% Sodium	ICRC gravel rds. Price per Gallon	MDOT shoulders Price per Gallon
_____	_____	_____	_____	_____	\$ _____	\$ _____

Payment Terms: _____

INDEMNIFICATION: Contractor agrees to hold harmless and indemnify 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 Department for Ionia County for any injury of property damage arising out of the sole negligence of the County, its commissioners, or employees. The Board of 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