

ROAD DEPARTMENT FOR IONIA

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

Linda Pigue
Managing Director

INVITATION TO BID

Sealed bids will be received until **11:00 a.m. on Friday, January 17, 2025**, at which time they will be publicly opened and read in the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

**Ionia County Road Department
Contract 25-11: Dust Control
Calcium Chloride Solution (Applied)
Mineral Well Brine (Applied)**

It is the intent of the County of Ionia Board of Commissioners to contract for Dust Control. The contractor shall certify that all services & materials meet current Michigan Department of Transportation specifications. All bids will meet or exceed the specifications established by the Ionia County Road Department of Ionia County and/or the Michigan Department of Transportation.

Further information upon which bids shall be based is available at www.ioniacountyroads.org on the "Doing Business" page, or www.ioniacounty.org on the "Request for Proposals" page. **All bids are to be returned separately, in sealed envelopes, plainly marked Dust Control 25-11 and the name and address of the bidder.**

The public Bid Opening will take place in the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846. At 11:00 AM on Friday, January 17, 2025. Late bids will not be accepted. Sealed bids must be submitted to:

Ionia County Road Department
Attn: Cody Waite, Internal Coordinator
170 E. Riverside Drive
Ionia, Michigan 48846

The County of Ionia Board of Commissioners and 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 Michigan Department of Transportation. Once bids are opened, they become the property of the County of Ionia and may be subject to disclosure under the Freedom of Information Act. The cost of responding to this Bid Request will be solely the responsibility of the firm submitting the bid.

INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, 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.

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 Ionia County Board of Commissioners. 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. Bids must be submitted on the County'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 opening 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. **Bids will be accepted at the Ionia County Road Department office,** on behalf of Ionia County, at any time during normal business hours only, said hours being 7:00 a.m. to 3:00 p.m., Monday through Friday, with the exception of legal holidays.
5. It is understood that the County of Ionia and the Michigan Department of Transportation (MDOT) are governmental units and as such, are 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 of Ionia Board of Commissioners and the Michigan Department of Transportation reserve 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 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 contractor shall have fourteen (14) days to submit to the County of Ionia 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, 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.
 - B. CERTIFICATE HOLDER block shall read: "The County of Ionia, 101 W. Main Street, Ionia, Michigan 48846".
 - C. Worker's Compensation Insurance: The contractor shall carry Worker's Compensation Insurance of not less than the Statutory Limit.
 - D. 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.

- a. **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

b. 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:

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

- E. Comprehensive General Liability Insurance naming the County of Ionia, its Board members, officers, agents and employees, is required. 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.
- F. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and on behalf of the County of Ionia, its Board members, officials, agents and employees, and any 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.
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 contractor's work results in any non-acceptable 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 be repeated 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.

TITLE VI – THE IONIA COUNTY ROAD DEPARTMENT in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d - 2222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement Disadvantage Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin or Handicap in consideration for an award.

Specifications For CONTRACT # 25-11: DUST CONTROL

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

A. APPLICATION EQUIPMENT

- a. For county local and primary gravel roads, each unit shall be equipped capable of pumping a uniform application of liquid chloride or brine solution at the specified rate of 500 gallons or more per mile at a width of 10-12 feet in a single pass.
- b. 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.
- c. 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 solution, or inconsistent application.
- d. 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 surfaces roads to prevent draining chloride on the roadway.
- e. Spray bars and the ability to control the flowrate **are required**. All material supplies by the gallons **must** be recorded on metered tickets. All meters must have a current certificate of conformance and be inspected and tested by Weights and Measures official prior to delivery in accordance with PA283 of 1964 as amended.
- f. The bidder will provide a list of equipment to be used on the project.
- g. The contractor's equipment shall have working lights and signs to alert the traveling public.

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. The bidder must have sufficient equipment to apply minimum daily quantities of 100,000 gallons per quadrant. The solution shall be delivered and spread on Ionia County gravel roads as directed by the Road Supervisor or his representative. The solution shall be applied using a positive displacement pump. The application will be a continuous treatment of at least one mile or a spot treatment of varying numbers of spots per mile, each spot being approximately 300 feet in length.

D. TESTING

RESIDUAL BRINE FROM CRUDE OIL PRODUCTION WILL NOT BE ALLOWED.

As part of this bid each bidder shall provide a certified analysis of the natural brine, either from the wellhead or storage facility that will be supplied to the Ionia County Road Department along with the supplier's well number. In addition, the successful bidder will be required to provide a certified analysis, along with the supplier's well number for each 200,000 gallons of material delivered. The Ionia County Road Department reserves the right to provide additional material compliance tests as required. In the event that a certified test, Ionia County Road Department test or a spot check by Road Department personnel using a "Baume" hydrometers indicates that natural brine being delivered is below the minimum specifications, all deliveries shall be suspended immediately. If the successful bidder is no longer able to provide natural brine that meets requirements listed herein, the Ionia County Road Department reserves the right to cancel this contract awarded.

All material and workmanship is to meet or exceed the current Michigan Department of Transportation Standard Specifications for construction requirements for Dust Palliatives.

Any material failing to meet the Material Specifications shall be considered rejected material.

E. MISCELLANEOUS REQUIREMENTS

The bidder will provide three references of recent work completed including the company name, address, phone number, and contact person.

The bidder will be responsible for CDL compliance of any and all employees/sub-contractors used in fulfilling the dust control applications as specified in this document.

Contractor shall personally investigate road conditions prior to bidding. Failure on the part of the contractor to investigate inspect will not be grounds for additional compensation.

Materials, equipment, components, or completed work not in compliance shall be rejected by the Road Department and be replaced by the contractor at no cost to the Road Department.

F. BILLING/PAYMENT

The contractor shall bill the Road Department for all work. Invoices may be mailed to 170 E. Riverside Drive, Ionia, MI 48846 or sent via email to rdaccountspayable@ioniacountyroads.org.

The Ionia County Road Department will not pay fuel surcharges.

G. EXTENSION OF PRICING AND/OR 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 period.

H. AWARD

Awards are to be made to the lowest responsive bidder and may be awarded separately for Ionia County gravel roads by quadrant and MDOT state highway shoulders. The Ionia County Board of Commissioners and MDOT reserve 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 or MDOT.

I. PRE-WORK MEETING

Before the start of work, the award bidder will attend a meeting with Ionia County Road Department personnel to discuss the work schedule and equipment to be used as well as the hours to be worked.

A field review by the contractor with a Road Department representative, before applying dust control, will be made to verify dust control areas and the method to be used.

**IONIA COUNTY ROAD DEPARTMENT
BID FORM
CONTRACT # 25-11: DUST CONTROL**

Ionias County NW Quadrant Townships (Easton, Keene, Orleans, Otisco)

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

Ionias County NE Quadrant Townships (Ionia, Lyons, North Plains, Ronald)

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

Ionia County SW Quadrant Townships (Berlin, Boston, Campbell, Odessa)

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

Ionia County SE Quadrant Townships (Danby, Orange, Portland, Sebewa)

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	Calcium	Magnesium	Sodium	ICRD gravel rds. Price per Gallon
_____	_____	_____	_____	_____	\$ _____

MDOT Shoulders Price per Gallon

1. 38% - CALCIUM CHLORIDE SOLUTION:

Type	Specific Gravity	Calcium	Magnesium	Sodium	MDOT Shoulders Price per Gallon
_____	_____	_____	_____	_____	\$ _____

2. 26% - MINERAL WELL BRINE:

Type	Specific Gravity	Calcium	Magnesium	Sodium	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 department, 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 department, whether due to negligence of the contractor or the joint negligence of the contractor and the department, 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