

ROAD DEPARTMENT FOR IONIA COUNTY

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 **2:00 p.m. on Monday, June 3, 2024** 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.

Contract# 24-16 Emergency Culvert & Tile Line Jetting

The contractor shall certify that all 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 with the contents 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 **2:00 PM on Monday, June 3, 2024**. 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

Ionia County Road Department of 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. 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 and hereto attached.

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 6:00 a.m. to 4:00 p.m., Monday through Friday, with the exception of legal holidays.
5. It is Understood that the **Ionia County Road Department** 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. Ionia County Road Department and the Ionia County Board of Commissioners 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 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 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.

- 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:

- 1. Underground damage to facilities due to drilling and excavating with mechanical equipment, and 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:

2. 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

- 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 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 # 24-16
Emergency Culvert & Tile Line Jetting**

It is the intent of the Ionia County Road Department to contract for Emergency Culvert and Tile Line Jetting on State trunklines, primary, and local roads in Ionia County, as needed for one calendar year from date of signed contract.

Scope: Contractor shall be responsible for furnishing all labor, materials, equipment, tools and any other apparatus required in the performance of this contract unless otherwise herein stated. If needed, Road Department will supply a man for basin location only.

A. General Specifications:

The contractor shall comply with the intent of the General Requirements and Covenants, Division 1 of the Michigan Department of Transportation current "Standard Specifications for Construction" where applicable.

B. Time Limitation:

Cleaning shall be started within 24 hours of being notified by designated representative(s) of the Ionia County Road Department, and the project must be completed before moving on to another project unless mechanical failure or incimate weather interferes or other arrangements have been made.

C. Equipment:

Equipment and Labor (2 Employee Maximum Crew):

Contractor will be required to use high volume vacuum, jet and auger attachment if needed:

1. Vactor
2. Camel
3. Or minimum equivalent with attachments able to clean catch basins up to 10 feet deep.
4. Contractor will provide location of water source before award of bid, if needed.

D. Traffic Control: Supplied by contractor per current Michigan Manual of Uniform Traffic Control Devices (MMUTCD). ICRD will supply traffic control only if needed and prior arrangements are made. A road supervisor will determine if needed.

E. Bid Price Structure:

Price per hour portal-to-portal on all road systems (Trunkline, Local and Primary). Bid as both one-man and two-man crew.

F. Scheduling:

On as-needed basis.

G. Payment:

Net 30 days upon satisfactory completion.

H. Debris:

Documentation and weight tickets will be required by the contractor for removal and disposal of all material gathered in accordance with current rules and regulations of governing agencies, Public Health, Natural Resources, and Transportation and turned over to the Road Department. No debris shall be dumped on ICRD property.

- I. **Permits and Licenses:**
Any permits, licenses, manifest papers, certificates for hauling waste, or fees required in the performance of this contract are the responsibility of and shall be obtained and paid for by the contractor and provided to the Road Department.
- J. **Damage:**
Any accidents or damage to public or private property must be reported immediately to a Road Supervisor.
- K. **Renewal Option per Calendar Year:**
The County of Ionia reserves the right to renew the contract for additional one-year terms. Each proposed renewal is to be mutually agreed upon by both parties. Pricing, terms, and conditions of the first year of the contract will remain the same for any subsequent one-year term.
- K. **Payment:**
No payment for services will be rendered unless all conditions as specified are met. Payment terms are net 30 days upon satisfactory completion of work.
- L. **Award:**
The Ionia County Road Department 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 in the best interest of the County. The Board also reserves the right to award work for local/primary roads separately from state trunklines.

Questions concerning specifications may be directed to Cody Waite, Internal Coordinator at (616) 527-1700.

Bid Form
Contract # 24-16
Emergency Culvert & Tile Line Jetting

TRUNKLINE, LOCAL & PRIMARY ROADS

PRICE PER HOUR

Portal-to-portal: One-Man Crew \$ _____

Portal-to-portal: Two-Man Crew \$ _____

Indemnification: Contractor agrees to hold harmless and indemnify the Michigan Department of Transportation, the County Of Ionia, its board members, Ionia County Road Department, officers, agents and employees from any and all claims, suits and judgments to which MDOT or the County Of Ionia, its board members, Ionia County Road Department, officers, agents 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 MDOT or the Ionia County Road Department, whether due to negligence of the contractor or the joint negligence of the contractor and the Ionia County Road 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 terms of this proposal. Contractor will not be obligated to indemnify MDOT or the Ionia County Road Department for any injury or property damage arising out of the sole negligence of the MDOT or the Ionia County Road Department, its Board members, officers, agents or employees.

Signature

Date

Print Name / Title

Phone Number

Company Name

Fax Number

Address

Email Address

City, State, ZIP

Cell Phone Number

