

INVITATION TO BID

Sealed proposals will be received by Ionia County until **2:30 p.m. on Monday, May 9, 2022**, at the Ionia County Administration Office, 3rd Floor, 101 W. Main St., Ionia, MI. 48846 for the following:

CONTRACT # 22-13: FURNISH AND HAUL 23A LIMESTONE AGGREGATE

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 proposals are to be in sealed envelopes and plainly marked "Sealed Bid for Contract #22-13 Furnish and Haul 23A Limestone Aggregate" and shall include the name and address of the bidder.**

The public Bid Opening will take place at the Ionia County Administrator's office, located at 101 W. Main Street, Ionia, Michigan 48846, at 2:30 PM on Monday, May 9, 2022. Late bids will not be accepted. Sealed bids must be submitted to:

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

Ionia County 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 Ionia County 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 Ionia County Administrator's office, located at 101 W. Main Street, Ionia, Michigan 48846, 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 typewriter. 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 and identified on the outside as to the bid concerned.** 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 and shall assume the risk of late delivery or non-delivery regardless of the manner used for the transmission thereof. **Bids will be accepted Ionia County Administrator's office**, on behalf of the County 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 County 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 County 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 Ionia County 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 Ionia County 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.

1. CERTIFICATE HOLDER block shall read: "Ionia County Road Department, 170 E. Riverside Drive, Ionia, Michigan 48846".
2. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: "Additional Insured: The County Board of Commissioners 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, 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 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, 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 on behalf of Ionia County, its commissioners, 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: 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.

**Specifications for
Contract # 22-13
Furnishing and Hauling of 23A Limestone Aggregate**

It is the intent of Ionia County to receive bids for contract to furnish and haul 23A limestone aggregate.

Specifications

- A. Standard Specifications
 - 1. The Contractor shall comply with the intent of the General Requirements, Division 1 of the current Michigan Department of Transportation "Standard Specifications for Construction" where applicable.
 - 2. Where the standard specifications are referred to, the Michigan Department of Transportation current Standard Specification for Construction shall be used.

- B. Measurement and Payment
 - 1. Aggregate Base, Modified will be measured in tons and in accordance with the methods specified in Section 302 of the current Standard Specifications for Construction.
 - 2. Payment for aggregate shall include all labor and equipment needed to furnish, haul and place. All grading of placed limestone aggregate will be done by ICRD.
 - 3. All loads received will have a weight receipt from a MDOT certified scale. Each weight receipt will be given to a road commission employee on site at the time of delivery.

- C. Testing
 - 1. Material testing results must be provided by the supplier prior to award of bid. Quality assurance testing will be done by the Ionia County Road Department at the job site from the grade.

- D. Delivery
 - 1. Minimum 750 tons per day delivered.
 - 2. Township Locations: Unknown at this time
 - NW Quadrant – Otisco, Orleans, Keene, Easton
 - NE Quadrant – Lyons, Ionia, Ronald, N. Plains
 - SE Quadrant – Danby, Orange, Portland, Sebewa
 - SW Quadrant – Berlin, Boston, Campbell, Odessa
 - 3. Hauling with doubles is permitted.
 - 4. Unloading of material will be as directed by maintenance personnel.
 - 5. The Ionia County Road Department will furnish all necessary signs, barricades, and traffic control devices to safeguard the traveling public.

- E. Completion Date
 - 1. October 1st of each year unless prior arrangements are made.
 - 2. Scheduling will be coordinated by the Road Superintendent for the Ionia County Road Department.

- F. Price
 - 1. F.O.B. job sites per ton and shall be inclusive of:
 - a. Material
 - b. Loading and hauling to job site
 - c. Unloading of material

- G. Award

To be made to the lowest responsible and responsive bidder per location. The Board may award bids for each quadrant of the county separately. The Board reserves the right to reject any or 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.

- H. Payment

The Contractor will receive Lump Sum Payment per contract unless otherwise arranged, upon completion of work, in accordance with section 109 of the current Michigan Department of Transportation's "Standard Specifications for Construction".

- I. Renewal Option

The Ionia County reserves the right to renew the contract for two additional one-year periods, upon mutual agreement of both parties. Pricing terms, and conditions of the first contract must remain the same for any additional renewal periods.

Technical Specifications

- A. Standard Specifications:
 - 1. Where the Standard Specifications are referred to, the Michigan Department of Transportation's current "Standard Specifications for Construction" shall be used.
 - 2. Material must meet Michigan Department of Transportation's current Standard Specifications for Construction, Section 902.07.

- B. Limestone:
 - 1. Material shall consist of 100% limestone aggregate including fines and dust. No foreign materials shall be used in the production of 23A aggregate.
 - 2. Blending of two different types 23A aggregate to meet the required specifications is NOT ACCEPTABLE.
 - 3. 23A Limestone Dense Graded Aggregate:

<u>Sieve Analysis</u>	<u>Percent Passing</u>
1"	100
3/8"	60-85
No. 8	25-60
Loss by washing	9-16%

NOTE: Questions concerning specifications should be directed to Bud White, Road Superintendent at 616-527-1700.

Bid Form
Contract #22-13
Furnish and Haul 23A Limestone Aggregate

<u>23A Limestone Aggregate – Location</u>	<u>Cost Per Ton Delivered</u>
NW Quadrant – Easton, Keene, Orleans, Otisco	\$ _____
NE Quadrant – Ionia, Lyons, N. Plains, Ronald	\$ _____
SE Quadrant – Danby, Orange, Portland, Sebewa	\$ _____
SW Quadrant – Berlin, Boston, Campbell, Odessa	\$ _____

The County may award bids for each quadrant separately. The County reserves the right to reject any or 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.

PAYMENT TERMS: _____

INDEMNIFICATION: Contractor agrees to hold harmless and indemnify Ionia County, its Commissioners, officers, agents 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 terms of this proposal. Contractor will not be obligated to indemnify Ionia County for any injury or property damage arising out of the sole negligence of the Ionia County, its commissioners, officers, agents or employees.

 Authorized Signature

 Date

 Printed / Typed

 Phone Number

 Company Name

 Fax Number

 Address

 Cell Phone Number

 City, State, ZIP

 Email address