



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

2019 MINERAL WELL BRINE

BID OPENING:
Thursday, November 15, 2018 at 10:00 a.m.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Stephen J. Pace, Member
Charles A. Londo, Member
Greg W. Stewart, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Thursday, November 15, 2018** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2019 Aggregates
- 2019 Plastic Pipe
- 2019 Corrugated Metal Pipe
- 2019 Reinforced Concrete Pipe
- 2019 Mineral Well Brine

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE, MICHIGAN

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
2019 MINERAL WELL BRINE**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: Application of mineral well brine on gravel roads in Monroe County, Michigan and bulk delivery of mineral well brine to Monroe County Road Commission facilities

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned agrees to furnish materials at the unit prices stated on the attached bid forms.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The Michigan Department of Transportation 2012 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, and Proposal. Reference to the Department or Commission in the Michigan Department of Transportation 2012 Standard Specifications for Construction shall for this project mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board", unless otherwise specified.

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for 2019 Mineral Well Brine.**"

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **Thursday, November 15, 2018** at which time they will be publicly opened and read aloud.

ACCEPTANCE AND REJECTION OF BIDS

The Board reserves the right to accept, reject and/or modify any or all bids received, to waive any irregularities therein and to make the award in any manner deemed to be in the best interest of the Monroe County Road Commission.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises 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, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT EXECUTION

The Bidder(s) to whom the Contract(s) are awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

CONTRACT TERM

The term of the Contract shall be from April 1, 2019 to April 1, 2020.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of the Contract for up to three additional one-year terms. The pricing, terms, and conditions of the original contract will remain the same for any subsequent one-year extensions. Requests for a contract extension must be made in writing to the Purchasing Agent no later than forty-five (45) days prior to the end of the current contract.

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Road Commission for their work on the contract.

ASSIGNMENT CLAUSE

The Contract between the Board and the Contractor may not be assigned to a third party without the written consent of the Board.

DISPUTES

The Director of Operation's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith or abuse of discretion.

TAXES

The Monroe County Road Commission is not subject to the Federal Excise Tax or the Michigan State Sales Tax. The Bidder shall not include these taxes in the unit prices quoted.

BOARD RESPONSIBILITY

The Board shall not be responsible for failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. Indemnification. The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. Workers' Compensation Insurance. The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. Bodily Injury and Property Damage. The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.
 - 1. Bodily Injury and Property Damage Other Than Automobile. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

2. Bodily Injury Liability and Property Damage Liability Automobile. The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury Liability:

Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:

Each Occurrence	\$1,000,000
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Combined Single Limit for Bodily Injury and Property Damage Liability:

Each Occurrence	\$2,000,000
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3. Umbrella Policy. The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. Additional Insured and Endorsement. The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. Notice. The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- F. Reports. The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor’s insurance company has been received by the Board.

DESCRIPTION

The work consists of:

- A. Furnishing and applying mineral well brine on gravel roads in Monroe County for dust prevention. The Monroe County Road Commission will prepare the gravel roads in advance of the application to provide a reasonably smooth surface on which to apply the dust palliative solution.
- B. Furnishing mineral well brine to Monroe County Road Commission storage tanks at the east district garage located at 840 South Telegraph Road, Monroe, MI 48161 and the west district garage located at 15205 Tandem Court, Petersburg MI 49270.

MATERIAL SPECIFICATIONS

Provide mineral well brine meeting the following specifications:

- A. Calcium Chloride, minimum: 17%
- B. Magnesium Chloride: 3 to 5%
- C. Sodium Chloride, maximum: 7%
- D. Specific Gravity @ 60F: 1.22 to 1.28%

Residual brine from crude oil production is prohibited.

As part of this bid, each bidder shall provide a certified analysis of the mineral well brine, either from the wellhead or storage facility that will be supplied to the Monroe County Road Commission along with the supplier's well numbers. In addition, the successful bidder will be required to provide a certified analysis for each 200,000 gallons of material delivered also with the supplier's well numbers.

The Monroe County Road Commission reserves the right to perform additional material tests as required. In the event that a certified analysis, a Monroe County Road Commission material test or a spot check by Monroe Road Commission personnel using a "Baume" hydrometer indicates the mineral well 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 the requirements listed herein, the Monroe County Road Commission reserves the right to cancel the contract.

The successful bidder(s) shall supply the Monroe County Road Commission with Safety Data Sheets.

EQUIPMENT SPECIFICATIONS

The Contractor shall furnish a complete list of all the equipment which he proposes to utilize for application of the dust palliative solution, which list shall include the make, model, model year and capacity in gallons of each unit.

Each application unit shall be equipped with a calibrated solution pump capable of uniform application of the dust palliative solution at the specified rate. The solution pump shall be driven from the truck axle so as to provide a direct relationship between the ground speed of the vehicle and the rate of solution pump delivery. PTO or hydraulically driven solution pumps will not be allowed. The solution tank, 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 Contractor shall provide a sufficient number of application units in good working order.

The mineral well brine shall be uniformly applied to the road at the rate and width specified by the Road Commission with an allowable tolerance of +/- 5%.

MEASUREMENT AND PAYMENT

For each load, provide a delivery report that includes the volume in gallons or weight of solution delivered.

The Contractor shall utilize a Michigan Department of Agriculture approved commercial weighing or measuring device. The scale or meter must be inspected and tested by a Weights and Measure Official at least one year prior to the device's commercial use. A copy of the current scale certification shall be provided to the Director of Operations.

Mineral Well Brine, Continuous Application is defined as the application of liquid mineral well brine to a segment of road of at least one mile in length or the entire length of the road, whichever is less.

Mineral Well Brine, Spot Application is defined as the application of liquid mineral well brine to a varying number of spots per mile with each spot being approximately 200 to 300 feet in length.

Mineral Well Brine, Bulk Delivery, 9,500 Gallon Load consists of delivering mineral well brine to Monroe County Road Commission storage tanks at the east and west district garages.

Mineral Well Brine, Bulk Delivery, 5,000 Gallon Load consists of delivering mineral well brine to Monroe County Road Commission storage tanks at the east and west district garages.

DELIVERY

Bulk locations drop sites to include: Monroe Garage at 840 S. Telegraph Rd, Monroe, MI and the West District Garage at 15205 Tandem Ct, Petersburg, MI. Delivery can be requested to one and/or a combination of both locations per load.

Continuous and Spot application roadways will be prepared for the dust control application treatment. To avoid re-prepping and re-grading the roadways, prompt delivery is needed. The minimum of 25,000 to 30,000 gallons of product delivered for Continuous and Spot applications, shall be made within 48 hours of notification from the District Supervisor or another authorized Road Commission employee.

FAILURE TO DELIVER ON TIME

Liquidated damages in the amount of **\$200** will be assessed per each delivery request for Continuous and Spot applications if a minimum of 25,000 to 30,000 gallons of product is not delivered within 48 hours of notification.

COMMUNICATIONS

Any questions regarding this bid shall be directed to the Monroe County Road Commission's purchasing agent listed below:

Name: Christine Herron
Phone: 734-240-5109
Email: CHerron@mcrc-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
2019 MINERAL WELL BRINE**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for **2019 Mineral Well Brine** including Bidders' Addenda _____ and the conditions of these Contract Documents, hereby agrees to furnish materials at the unit prices named below:

Item Description	Approximate Quantity Used in 2018 (For Information Only)	Unit	Unit Price
Mineral Well Brine, Continuous Application	635,000	Gal	\$
Mineral Well Brine, Spot Application	28,000	Gal	\$
Mineral Well Brine, Bulk Delivery, 9,500 Gallon Load	100,000	Gal	\$
Mineral Well Brine, Bulk Delivery, 5,000 Gallon Load	0	Gal	\$

The Monroe County Road Commission will not pay fuel surcharges.

Additional Terms and/or Remarks: _____

Are the unit prices firm through April 1, 2020? Yes _____ No _____

If no, please provide the date the unit prices are firm through: _____

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2018