



MONROE COUNTY  
**R O A D**  
COMMISSION

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

**PROPOSAL**  
  
**FOR**  
  
**2024 LIQUID CALCIUM CHLORIDE**

**BID OPENING:**

Wednesday, November 29, 2023 at 10:00 a.m.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF MONROE

Greg W. Stewart, Chairman  
Dan Minton, Vice Chairman  
Jack Thayer, PE, Member  
William Kipf, Member  
James Jacobs, 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 **Wednesday, November 29, 2023** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- 2024 Aggregate Materials
- 2024 Plastic Pipe
- 2024 Corrugated Metal Pipe
- 2024 Reinforced Concrete Pipe
- 2024 Supplement Heavy Equipment Services – All Seasons
- 2024 Liquid Calcium Chloride
- 2024 Uniform Traffic Control Devices
- 2024 Pavement Marking
- 2024 Pavement Marking Special
- 2024 HMA Mixtures

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 <https://www.mcrc-mi.org/Bids.aspx>.

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

**MONROE COUNTY ROAD COMMISSION  
PROPOSAL  
2024 LIQUID CALCIUM CHLORIDE**

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

FOR: Application of a liquid calcium chloride solution on gravel roads in Monroe County, Michigan

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 have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools, and material necessary at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Board of County Road Commissioners of the County of Monroe, Michigan.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notes:

1. If the bidder is a partnership, each member must sign the proposal.
2. Corporations must execute the proposal by duly authorized officers in accordance with the Articles of Incorporation.

INSTRUCTIONS TO BIDDERS  
and  
GENERAL CONDITIONS

The Michigan Department of Transportation 2020 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 2020 Standard Specifications for Construction shall mean the Board of County Road Commissioners of the County of Monroe, hereinafter referred to as "Board," unless otherwise specified.

OWNER

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

SUPERINTENDENT OF MAINTENANCE

The Superintendent of Maintenance or the individual assigned by the Superintendent of Maintenance to be in charge of the Contract. The person assigned as the Superintendent of Maintenance may be an employee of the Board, a consultant, or an outside contractor hired by 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 (pages 1 through 7) 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 2024 Liquid Calcium Chloride.**"

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Superintendent of Maintenance. Interpretation or clarification considered necessary by the Superintendent of Maintenance to such questions will be issued by Addenda delivered to all parties recorded by the Superintendent of Maintenance as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

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 **Wednesday, November 29, 2023** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Board reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Board believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Board. The Board also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Road Commission to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

#### 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.

#### SAFETY REQUIREMENTS

The Contractor is responsible for protecting the life and health of all personnel on the project; the safety and health of the public; and property during the construction of the project in accordance with subsection 104.07.B of the Michigan Department of Transportation 2020 Standard Specifications for Construction. Prior to the commencement of work, the Contractor must submit a written "Construction Safety Program" that outlines the plan and procedures for preventing and mitigating accidents on the project and meeting all health and safety requirements of the contract.

#### CONTRACT EXECUTION

The Bidder to whom the Contract is 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.

#### PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Monroe County Road Commission for their work on the contract. Each invoice shall contain, at a minimum, the following information: road name and limits, pay items, quantities of work completed, and the contract unit prices.

#### FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Superintendent of Maintenance or their designated representative will make an inspection of all work included in the contract and notify the Contractor of defects to be remedied prior to acceptance and payment.

#### DISPUTES

The Superintendent of Maintenance'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.

#### 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.

#### TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

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 by October 1.

BOARD RESPONSIBILITY

The Board shall not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any 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. The Board will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

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. General Liability, Bodily Injury and Property Damage. 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. Automobile Liability, Bodily Injury and Property Damage. 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

Combined Single Limit for Bodily Injury and Property Damage Liability:	
Each Occurrence	\$2,000,000

- 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. 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. Per Project Aggregate. The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.
- F. 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.
- G. 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.

#### SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction. Within these specifications all references to the Michigan Department of Transportation shall mean the Board. The errata to the Standard Specifications can be found on the Michigan Department of Transportation website at [www.michigan.gov/mdot](http://www.michigan.gov/mdot).

#### MATERIALS

Calcium chloride shall conform to subsection 922.12.A of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

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 liquid calcium chloride solution 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 following information:

- A. The volume in gallons or weight of solution delivered, or the weight of solids delivered;
- B. The concentration of solids of solution delivered, expressed as the percent of CaCl<sub>2</sub>; and
- C. Copy of the manufacturer's certification that the calcium chloride conforms to MDOT Specifications.

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 Superintendent of Maintenance.

**Calcium Chloride (\_\_\_%), Continuous Application** is defined as the application of a liquid calcium chloride dust palliative solution to a segment of road of at least one mile in length or the entire length of the road, whichever is less.

**Calcium Chloride (\_\_\_%), Spot Application** is defined as the application of a liquid calcium chloride dust palliative solution to a varying number of spots per mile with each spot being approximately 200 to 300 feet in length.

#### COMMUNICATIONS

Any questions regarding this bid shall be directed to the person listed below:

Name: Chloe Fults  
Title: Purchasing Agent  
Phone: 734-240-5109  
Email: [CFults@mcrc-mi.org](mailto:CFults@mcrc-mi.org)



**MONROE COUNTY ROAD COMMISSION  
UNIT PRICE CONTRACT  
2024 LIQUID CALCIUM CHLORIDE**

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

The undersigned, having full knowledge of the proposal and specifications for the **2024 Liquid Calcium Chloride** contract including Bidders' Addenda \_\_\_\_\_ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, materials, transportation, and incidentals necessary to perform the work as specified in the Instructions to Bidders and General Provisions at the unit price named below:

Item Description	Approximate 2023 quantity Used (For Information Only)	Unit	Unit Price
Calcium Chloride (35%), Continuous Application	0	Gal	\$
Calcium Chloride (35%), Spot Application	0	Gal	\$
Calcium Chloride (38%), Continuous Application	613,000	Gal	\$
Calcium Chloride (38%), Spot Application	0	Gal	\$

Additional Terms and/or Remarks:

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Quantities are not guaranteed. Final payment will be based on actual quantities.

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 2020 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: \_\_\_\_\_, 2023