INSTRUCTIONS TO BIDDERS: This Proposal shall be legibly prepared with ink. UNIT PRICES, and LUMP SUM BIDS when called for on the itemized bid sheet, shall be entered with ink, in the Unit Price column. The unit prices as stated will govern in determining the correct total of bid. If a unit price already entered by the bidder on the bid sheet is to be altered, it shall be crossed out with ink, the new unit price entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price prepared with pencil or omitted will be rejected. Failure to fill in the extensions and the total may invalidate the Proposal.

Signatures must comply with section 102.05 and 102.06 of the current Standard Specifications for Construction of the Michigan Department of Transportation to which attention is particularly directed.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR
PROPOSAL
FOR
FURNISHING 21% LIQUID CALCIUM CHLORIDE TO STORAGE AND
FURNISHING AND APPLYING 21% LIQUID CALCIUM CHLORIDE TO VARIOUS ROADS IN
ST. CLAIR COUNTY

BIDS WILL BE OPENED AT 1:00 pm, local prevailing time, TUESDAY, JANUARY 12, 2027.

TO: Board of County Road Commissioners
of the County of St. Clair
21 Airport Drive,
St. Clair, MI 48079

Sirs: The undersigned has examined the plans, specifications and the requirements for the materials to be supplied described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary labor, machinery, tools, apparatus and other means to meet the requirements to furnish and apply the liquid calcium chloride, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the current Standard Specifications for Construction of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Road Commission, prices for which are not included in the itemized bid. If not covered by the unit prices under the bid, compensation shall be made on the basis agreed upon before such extra work is begun.

The contractor is to complete and submit the attached BIDDER INFORMATION SHEET and the SUMMARY OF EXPERIENCE as part of their proposal to be an eligible bidder. If the contractor has two (2) or more years of experience with the St. Clair County Road Commission, they may omit this requirement.

GENERAL

All work under this contract shall conform to the Michigan Department of Transportation's current Standard Specifications for Construction.

PROTECTION AND RESTORATION OF PROPERTY

The contractor shall restore, at their own expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations the Managing Director may, after 48 hours notice to the contractor, proceed to make such repairs or restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at their own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

UTILITIES

It shall be the responsibility of the contractor to protect utilities at all times which are shown on the plans, designated by the engineer or encountered during the contract.

The contractor shall notify the owners of the utilities as to their starting date of construction, and the contractor shall conduct their operations so as to interfere as little as possible with utilities or any public authority on or near the work.

FAIR EMPLOYMENT PRACTICES

The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color, religion, national origin, ancestry, sex, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act. No. 251 P.A. 1955, as amended).

FAILURE TO COMPLETE ON TIME

Should the contractor fail to complete the work on or before the final completion date specified in the proposal or on or before the extended final completion date determined as specified under Determination and Extension of Final Completion Date , 1.08.08c, of the Standard Specifications, there shall be deducted from any monies due or to become due the contractor for each calendar day that the work shall remain incomplete, the applicable sum set forth in the following schedule, except as otherwise provided therein. This sum shall not be considered a penalty, but as liquidated damages due the County from the contractor for their failure to complete the work within the specified time which the parties agree is a reasonable preestimate of the damages which will be sustained by the County.

SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount		Liquidated Damages
From more than:	To and including:	Per Calendar Day:
$ 0	$0	$0

COMPLETION DATE

Completion date for all items of work listed in this proposal is March 31, 2028.

MEASUREMENTS AND PAYMENTS

Payment for Idle Equipment and Labor

In the event that machinery or equipment is idled due to the failure of the Road Commission to properly provide for the contractor to proceed with the performance of the work in accordance with the terms of the contract, payment WILL NOT be allowed on a rental basis of the idle equipment.

In the event that labor is idled due to the failure of the Road Commission to properly provide for the contractor to proceed with the performance of the work within the terms of their contract, payment WILL NOT be allowed.

COMPLETED WORK

Partial payments will be made monthly on the basis of the value of work completed to date, less the percentage retained, providing the work is progressing in accordance with the progress schedule.

DAMAGE LIABILITY AND INSURANCE

The Contractor shall hold harmless and indemnify the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents against all claims for damage to public or private property and for injuries to persons arising out of and/or during the work contemplated by the contract to be executed. The contractor shall, prior to execution of the contract, file with the Road Commission a certificate that they carry Worker's Compensation Insurance which the Contractor will keep in force for the duration of the contract.

The Contractor, prior to execution of the contract, shall file with the Road Commission copies of completed certificates of insurance, as evidence that they carry adequate insurance satisfactory to the Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of the work, and where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

All insurance policies and certificates must name the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents as additional insured. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement). All insurance policies must also include an endorsement providing 30 days prior written notice to the Road Commission of cancellation, termination, nonrenewal or reduction of coverage. The Contractor shall cease operation on the occurrence of any such cancellation, termination, nonrenewal or reduction of coverage, and shall not resume operations until new insurance is in force.

General Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and	$1,000,000 Each Occurrence
Property Damage	$1,000,000 Aggregate

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapses or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

Owners Protective Liability

As an alternative to General Liability, you may provide Owner's Protective Liability. Bodily injury and property damage protection shall be extended to the Road Commission; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivision and political corporations.

Automobile Liability

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage		$1,000,000 per Accident
Michigan No-Fault	-	Personal Injury Protection
		Property Protection Indemnity

SPECIFIC REQUIREMENTS

The chemical composition of the total solids for 21% liquid calcium chloride shall conform to the requirements as follows:

CaC12 - not less than 18%
MgC12 - not greater than 5%
Other Salts and Impurities not greater than 10%

Note: The salts and other impurities will not be considered in determining the percentage of Calcium-Magnesium Chloride in the liquor. The Calcium-Magnesium Chloride Liquor shall not contain a significant amount of precipitate or other solids when cooled to 50 degrees F.

SAMPLING AND TESTING

Sampling and testing shall be done in accordance with the County's method.

Calcium Chloride, Liquid
MDOT 1996 Standard Specification
Section 812.02 H., 2

Submit a representative analysis of your product(s) expressed as percent by weight including percent calcium chloride, percent magnesium chloride, specific gravity or weight per gallon.

MINIMUM APPLICATION

The contractor shall provide sufficient trucks to apply a maximum of 140,000 gallons per day throughout the county. If the contractor fails to meet ordered quantities on any given day, a deduction of $.02 per gallon will be charged for all gallons between ordered quantity and delivered quantity. If the haul is cancelled due to weather conditions, the deduction will not apply. This penalty excludes storage material. The SCCRC has the ability, at its discretion, to go to the next lowest bidder on any given day to obtain needed material when the contractor is unable to provide the ordered quantity of material required on that day. The contractor will be responsible for reimbursing the SCCRC for the difference in price of the applied material versus the price at which the contractor is obligated to supply the material.

The distributors shall be equipped with a tachometer, odometer and speedometer which can be easily observed by the truck operator. It will be necessary to have a quick acting shut-off valve mounted on the spray bar so that the application of chloride is under control at all times. All distributors shall be certified as to volume by the supplier.

Spraying of chloride across concrete or asphalt pavement will not be allowed.

If applied chloride does not meet material specifications, contractor must reapply chloride at contractor’s expense.

If you are unfamiliar with the various areas, it is your responsibility to request a boundary map.

Application rates will vary according to material applied. Application units MUST be calibrated and able to apply in 100-gallon increments.

Application rates will range from a solid application of 1500 gallons per mile to 2000 gallons per mile. Total daily output on applied quantities may range from 10,000 gallons to 140,000 gallons per day.

Can you apply at required rate: Yes_____ No_____

Indicate number of application trucks available_____

Indicate daily gallonage output capabilities on applied material. _____

In strict accordance with your requirements and Michigan Department of Transportation specifications, we the undersigned, respectfully submit the following prices for the calendar year of 2019 (May bid all or part.)

Liquid Calcium Chloride Delivered to Storage - MDOT 6.31.02k

Warehouse Location	Approximate Gallons	Price per Gallon 21%
Capac Warehouse 212 Matteson Street Capac, MI 48014	20,000	
Avoca Warehouse 8791 Avoca Road Avoca, MI 48006	30,000	
St. Clair Warehouse 21 Airport Drive St. Clair, MI 48079	70,000	
Marine City Warehouse 500 Metropolis Street Marine City, MI 48039	90,000	

Liquid Calcium Chloride Applied to Various Roads
Continuous Application

District Location	Approximate Gallons	Price per Gallon 21%
Capac District	669,000	
Avoca District	831,000	
St. Clair District	829,000	
Marine City District	512,000	

Capac District includes Berlin, Emmett, Lynn, Mussey and Riley Townships

Avoca District includes Brockway, Clyde, Grant, Greenwood and Kenockee Townships

St. Clair District includes Burtchville, Columbus, Fort Gratiot, Kimball, Port Huron, St. Clair and Wales Townships

Marine City District includes Casco, China, Clay, Cottrellville, East China and Ira Townships

MUTUAL EXTENSION CLAUSE:

This bid, by mutual agreement of both parties, may be extended for a one-year or a two-year period, not to exceed a maximum of two additional years. The Road Commission has the right to reject a third year extension based on an unsatisfactory contractor evaluation. Jointly awarded bids will not be considered for extension. Requests for contract extensions must be in writing and received by the Road Commission no later than October 31st of each year.

RIGHT TO REJECT:

The Road Commission may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the Road Commission. If it is found that the awarded contractor is unable to supply the appropriate concentration and/or deliver ordered product as required by the Road Commission, the contact may, in the sole discretion of the Road Commission, be voided and a new contract will be issued to the bidder selected by the Road Commission.

St. Clair County Road Commission
Proposal
Furnishing and Storage or Applying 21% Liquid Calcium Chloride

ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY TO ITS CONTENTS. THIS PROPOSAL IS BINDING ON THE COMPANY SUBMITTING THE PROPOSAL FOR A PERIOD OF 30 DAYS AFTER THE DUE DATE FOR SUBMISSIONS AND MAY NOT BE WITHDRAWN FOR ANY REASON DURING SUCH 30-DAY PERIOD. IN THE EVENT A COMPANY SUBMITTING A PROPOSAL ATTEMPTS TO WITHDRAW IT DURING THE 30-DAY PERIOD AND WOULD BE THE SUCCESSFUL BIDDER OR IF A COMPANY REFUSES TO HONOR ITS BID AFTER AWARD BY THE ROAD COMMISSION, IN SUCH EVENT, THE COMPANY WILL BE RESPONSIBLE FOR ANY INCREASED COST INCURRED BY THE ROAD COMMISION DUE TO REBIDDING OR AN AWARD AT A HIGHER PRICE. IF PROVIDED, ROAD COMMISSION PROPOSAL FORMS MUST BE USED. ANY ALTERATIONS TO THIS FORM WILL RENDER THE PROPOSAL VOID. IF ADDITIONAL OR CHANGED INFORMATION IS NEEDED, IT MUST BE DONE USING AN ATTACHED SHEET AND MARKED AS SUCH.

Name:_____
(Signature)

Name:_____
(Typed or Printed)

Title: _____

Company Name:_____

Address: _____

_____

Telephone: _____

Fax Number: _____

E-mail Address:_____

Date: _____