

ROAD COMMISSION for MONTCALM COUNTY
619 W. MAIN STREET
STANTON, MICHIGAN 48888
PHONE: 989-831-5285
www.montcalmroads.com

INVITATION TO BID

Sealed bids will be received by the Board of County Road Commissioners of Montcalm County at their offices at 619 West Main St., Stanton, MI 48888 until **1:00 PM, TUESDAY, FEBRUARY 9, 2021** for the following:

SEASONAL REQUIREMENTS **SEAL-COAT, FOG-COAT, SPRAY PATCH EMULSION**

All bids are to be in sealed envelopes and plainly marked as to their contents. **Faxed or e-mailed bids will not be accepted.** The right is reserved to reject any or all portions thereof and to accept the bid that in the opinion of the Board is in the best interest of the Road Commission for Montcalm County.

BOARD OF COUNTY ROAD COMMISSIONERS **OF MONTCALM COUNTY**

Dale Linton, Chairman
Robert Brundage, Vice-Chairman
S. Michael Scott, Member

Specifications for

Sealcoat Asphalt Emulsion Materials

It is the intent of the Road Commission for Montcalm County (Road Commission or RCMC) to purchase 2021 requirements of Sealcoat Asphalt Emulsion Materials, as needed, from a selected source.

Scope: The Road Commission for Montcalm County shall act as the lead agency and shall administer the contract in this bid. The Road Commission may also act as the lead agency for public agencies within Montcalm County or Road Commissions in adjacent counties.

A. Material Classifications:

1. CRS-2M
2. Fog Seal CSS-1h, SS-1h
3. Fast Set Fog Seal
4. Spray Patch Emulsion

B. Quantity (estimated):

Montcalm County

1. CRS-2M – 400,000 gallons (approx.)
2. Fog Seal – 100,000 gallons (approx.)

C. Delivery:

1. Material shall be subject to delivery to any job site within Montcalm County or adjacent counties on an "On Call" basis as requested during the season in insulated trucks at application temperature. The Road Commission will pay any extra freight charges for delivery to adjacent counties.
2. Material may also be picked up by Road Commission or participating governmental personnel at supplier's plant.
3. Material shall be shipped in tanks which have been thoroughly cleaned before loading. Tanks which cannot be unloaded because of sludge will be rejected and shall be removed by the vendor at no cost to the Road Commission.

D. Qualifications/Bid Form:

1. Bid must be submitted on provided bid form.
2. Qualifications to be considered at time of bid review must be included on the provided bid form, such as minimum quantity (full load), demurrage charge, etc.
3. Bid shall include shipping or origin point and normal lead-time for delivery.

4. The Road Commission requires five (5) hours minimum of penalty-free unloading time.
5. The Road Commission reserves the right to cancel or delay delivery (or pickup) penalty free with a 4-hour minimum advance notice.
6. Trucking charges for returned or cancelled loads will not exceed \$400.00 per load.

E. Price:

1. Price shall be bid F.O.B. destination job site as described above and F.O.B. supplier plant as above.
2. Price (less all State and Federal taxes) shall be per gallon.
3. Firm price for 2021 requirements must be bid or bid will be rejected.
4. Cash discounts will be considered in the determination of the low bidder provided discounts are based on periods of 30 days after acceptance of goods, or billing on bidder's invoice, whichever is later. The Road Commission reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as Net-30 days.

F. Insurance Requirements:

1. Contractor shall save harmless and indemnify the Road Commission, as well as their 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 work all in accordance with the Michigan Department of Transportation's "2012 Standard Specifications for Construction", Division 1, paragraph 107.10, with the following minimum requirements:

Workman's Compensation: Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$1,000,000

Aggregate \$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person, Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability:

Each Occurrence \$2,000,000

Insurance Certificate declaring the Road Commission for Montcalm County as additional insured—not certificate holder—must be issued and shall become part of contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.
3. Certificate must be submitted within ten days upon notification of award of Contract and prior to contract signing.

G. The right is reserved by the Road Commission for Montcalm County for other governmental agencies within Montcalm County or adjacent county's Road Commissions to piggyback upon award with each governmental agency issuing their purchase order and or contract.

H. Renewal Options:

The Road Commission reserves the right to renew the contract for two additional one-year terms, upon mutual written agreement of both parties. Pricing, terms and conditions of first year on contract will remain the same for the one-year renewal periods.

I. Revisions:

- a. The Road Commission, upon Board approval, reserves the right to extend an existing contract or purchase when economic indicators deem it to be in the best interest of the Road Commission. Prices, terms and conditions of the original contract/purchase must remain the same for any extension.
- b. The Road Commission reserves the right to increase, decrease or cancel any contract or purchase, as needed, due to Legislative actions, funding deficiencies and/or jurisdictional changes to the road system.

J. 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 of the stipulations and requirements contained therein.

K. "The RCMC, 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, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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 gender, disability, race, color, or national origin in consideration for an award."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter

referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Road Commission for Montcalm County to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Road Commission for Montcalm County shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Road Commission for Montcalm County may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Road Commission for Montcalm County to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

Technical Specifications

A. Emulsions:

Material shall meet the Michigan Department of Transportation's "2012 Standard Specifications for Construction" and in particular Section 904 "Asphaltic Materials", plus referenced Sections and specifications therein.

B. Fog Seal:

Material shall meet the following requirements:

Asphalt Emulsion: CSS-1h, SS-1h, Section 904.

The asphalt emulsion for fog seal shall be diluted in proportions of one part asphalt to one part water.

The dilution shall be done at the emulsion plant.

NOTE: Questions concerning specifications should be directed to Mark Christensen, Superintendent/Manager, at 989-831-5285.

**Bid Blank for
Asphalt Emulsion Materials**

| <u>Destination (F.O.B. Point)</u> | <u>Delivered to any Job Site in Montcalm County</u> |
|--|--|
| CRS-2M | \$ _____ / gal |
| CSS-1h | \$ _____ / gal |
| CSS-1h (Rapid Set) | \$ _____ / gal |
| SS-1h | \$ _____ / gal |

Spray Patch Emulsion

Picked Up at Supplier \$ _____ / gal

The following information must be submitted:

1. Minimum Shipment - gallons _____
2. Shipping Point _____
3. Normal Lead Time for Delivery _____
4. Free Unload Time – 5 hr. min. _____
5. Demurrage Rate after Free Unloading Time _____
6. Vendor's minimum lead time to cancel or delay
delivery penalty free – 5 hr. min _____
7. Returned/Cancelled Load Terms – not to exceed \$400 _____
8. Firm Price Period _____

Cash Discounts will be allowed for prompt payment as follows: _____ % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service.
(See Item Cash Discounts under General Specifications, E4)

Company Name

Address

Signature and Title
of Authorized Agent

(Written)

(Typed/Printed)

Date

Telephone Number

Fax Number

Email Address

Federal Employer ID#
