

BERRIEN COUNTY ROAD COMMISSION

PROPOSAL AND SPECIFICATIONS

FOR

ICE CONTROL SAND

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
2860 EAST NAPIER AVENUE
BENTON HARBOR, MI 49022**

BERRIEN COUNTY ROAD COMMISSION

March 20, 2015

Notice is hereby given that sealed bids will be received at the office of the Board of County Road Commissioners of the County of Berrien, 2860 East Napier Avenue, Benton Harbor, Michigan 49022 until 11:00 A.M., Thursday, April 16, 2015 at which time and place they will be publicly opened and read aloud for the following:

- 1. Maintenance Bituminous Mixtures**
- 2. Asphalt Emulsions**
- 3. Ice Control Sand**
- 4. Liquid Calcium Chloride**
- 5. Hot Melt Crack Filler Material**

All bids will be tabulated and presented to the Board of County Road Commissioners at their next regular meeting.

All bids shall be signed in ink and sealed in an envelope with the name of the items bid upon and the name of the bidder plainly marked on the outside. Specifications and proposal blanks may be obtained at the office of the Berrien County Road Commission.

The Road Commission reserves the right to accept or reject any or all bids, to waive defects in a proposal and to award the Bid in any manner deemed to be in the best interest of Berrien County.

**BY THE BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF BERRIEN
AUGUST ZIELKE
TIMOTHY LYNCH
JESS MINKS
WILLIAM HODGE**

BENTON HARBOR, MICHIGAN

BERRIEN COUNTY ROAD COMMISSION

SPECIFICATIONS

All material to be furnished hereunder shall conform to the specification as follows:

PRIMARY MATERIAL:

Sand, ice control, natural, sharp, coarse, angular, clean (debris free), shall pass Berrien County Road Commission 2ICE Spec. 100% shall pass 3/8" sieve, 20% to 75% pass #30 sieve, 0-8% loss by washing.

SECONDARY MATERIAL:

In the event the above specified sand is unavailable, the County reserves the right to request an alternate type of sand. This alternate material is 2SS, 2MS, or "2NS" and must be in compliance with the 2003 MDOT Standard Specifications for Construction. Table 902.4 attached with 2NS being the preferred.

NOTE: To be considered for award, material must be available year round.

AWARD WILL BE BASED ON THE PRIMARY MATERIAL ONLY.

TESTING

All material will be tested prior to award. Instruction and arrangements for testing will be issued by the Berrien County Road Commission.

Additionally, the county reserves the right to test material prior to delivery and as required during the contract period. The county reserves the right of final approval on all material.

F.O.B.

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders.

The QUANTITIES listed in the Price Schedule are ESTIMATED QUANTITIES ONLY and are not quantities of total purchases.

The Contractor shall deliver the ice control sand between June 1 to October 1, 2015.

The Road Commission may order on an "AS NEEDED BASIS" additional ice control sand for winter season with the minimum order being at least 600 TONS.

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Delivery must be made within 7 calendar days after notification from the Berrien County Road Commission for this additional ice control sand.

ASSIGNMENT

The contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of any contract resulting from this bid of its rights, title, or interest therein or its owner to execute such agreement to any person, company, corporation, or entity without the previous written approval of the Berrien County Road Commission.

CANCELLATION

CANCELLATION OF CONTRACT by the Berrien County Road Commission may be 1) default of the contractor or b) lack of further need for the service or commodity. Default is defined as the failure of the contractor to fulfill the obligations of the quotation, contract, or purchase order. In case of default by the contractor, the Berrien County Road Commission may immediately cancel the contract or purchase order and procure the articles of services from other sources, and hold the contractor responsible for any excess costs occasioned thereby. In the event the Berrien County Road Commission no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the Berrien County Road Commission may cancel the contract or purchase order, without further liability to the Berrien County Road Commission, by giving the contractor written notice of cancellation 30 days prior to the date of cancellation.

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PROPOSAL, QUANTITY & PRICE

We, the undersigned agree to furnish and deliver "Ice Control Sand" as specified in the attached specifications in the amounts and for the price listed below:

NOTE: BIDS MUST BE PRICE PER TON.

BENTON HARBOR	2500 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PER TON
BAKERTOWN	1500 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PER TON
EAU CLAIRE	1500 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PER TON
BARODA	2500 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PERTON
WATERVLIET	1000 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PER TON
THREE OAKS	500 TON	PRIMARY MATERIAL _____	PER TON
		SECONDARY MATERIAL _____	PER TON

***PLEASE NOTE QUANTITY IN TONS.

PRIMARY MATERIAL: Sand, ice control, natural, sharp, coarse, angular, clean (debris free), shall pass BCRC 2ICE Spec. 100% shall pass 3/8" sieve, 20-75% shall pass #30 sieve, 0-8% loss by washing.

SECONDARY MATERIAL: Sand, 2NS, 2SS, or 2MS, must be in compliance with the 2003 Standard Specifications for Construction, Table 902-4 attached with 2NS being the preferred.

NOTE: The secondary material should be used only when the primary material is unavailable. In addition, the contractor must receive approval from the Berrien County Road Commission for secondary materials prior to delivery. Maximum moisture content of material supplied will be 7% or less. For moisture content above 7% the Berrien County Road Commission will deduct from price in accordance with MDOT Spec. 109.01. (One percent deduction for every one percent over).

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ALTERNATE BID

We, the undersigned agree to furnish "ICE CONTROL SAND" as specified in the attached specifications in a stockpile, location indicated below. It is the intent of the Road Commission to load and haul with Road Commission equipment into our yards. If scales are available at the stockpile location, the Road Commission will furnish a weigh person and pay for by the ton. If scales are not available the Road Commission will pay for by the cubic yard. Please bid price per ton. Please bid all locations that material is available.

STOCKPILE LOCATION _____

PRICE PER TON _____

STOCKPILE LOCATION _____

PRICE PER TON _____

STOCKPILE LOCATION _____

PRICE PER TON _____

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NAME AND ADDRESS OF BIDDER

NAME _____

STREET ADDRESS _____

CITY AND STATE _____

BID SUBMITTED BY: _____
(Authorized Signature)

TELEPHONE _____

DATE _____

REMARKS: _____

TERMS: _____

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TITLE VI CONTRACT REQUIREMENTS

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 **BERRIEN COUNTY ROAD COMMISSION** 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 **BERRIEN COUNTY ROAD COMMISSION** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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- (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 **BERRIEN COUNTY ROAD COMMISSION** 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 **BERRIEN COUNTY ROAD COMMISSION** 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.