

2019-10
LAPEER COUNTY ROAD COMMISSION
ANNUAL BID
GRAVEL HAULING

Quantities & Locations

Maps and quantity sheets showing the locations and the amount of aggregate to be placed at each location will be provided before the work is to start. Also, a work schedule will be provided to coordinate work between the contractor and the Road Commission. Locations, quantities and schedules will be updated and revised as necessary.

Protection & Restoration of Property

The contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part or on the part of his 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 Engineer 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. At county owned pits, the Contractor shall keep the entrance gate closed and locked at all times except during operation.

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 his 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 his starting date of construction and the contractor shall conduct his operations so as to interfere as little as possible with utilities or any public authority on or near the work. (Miss Dig)

Completion Date

Completion date for all items of work listed in this proposal is November 1.

Purchase Orders

Purchase orders are required for all purchases. This number must be given to vendor at the time of order placement and referenced on all packing lists, invoices, and other correspondence. Failure to follow these requirements may result in delay or non-payment of invoices.

Delivery Time

The inability of a vendor to deliver material within the agreed upon delivery time shall be cause to utilize alternate vendors.

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 height, 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)

INSURANCE REQUIREMENTS

Workers Compensation (Must comply with one of the following):

- 1) **Workers' Compensation coverage.** The contractor shall, provide with their bid, a certificate that he carries Worker's Compensation Insurance, with a 10-day notice of cancellation clause included. The Employers Liability amounts shall be \$500,000/\$500,000/\$500,000.
- 2) **Excluded under the Workers' Disability Compensation Act.** The contractor shall, provide with their bid, Exclusion Form MDL 337, provided by the Bureau of Workers' Disability Compensation.
- 3) **Sole Proprietor with no employees, casual labor and or contractors.** The contractor shall, provide with their bid, a Sole Proprietor Statement.

General Liability

The contractor shall save harmless and indemnify the Board of County Road Commissioners of the County of Lapeer against all claims for damage to the public or private property and for injuries to the persons arising out of and during the progress and to the completion of the work.

The contractor shall, provide with their bid, a certificate that he carries General Liability coverage with the Lapeer County Road Commission added as additionally insured, with a 10 day notice of cancellation clause. General Liability amounts shall be \$1,000,000 each occurrence/\$2,000,000 aggregate including products/completed operations.

Automobile Liability (If applicable)

The contractor shall, provide with their bid, a certificate that he carries Automobile Liability coverage with a 10 day notice of cancellation clause. Automobile Liability amounts shall be \$1,000,000 for owned, non-owned and hired vehicles.

Operations shall not commence until insurance is in force and will cease if it is canceled.

Haul Routes

It shall be the Contractor's responsibility to obtain approval from the Road Commission of any haul route that will be used on a continuous daily basis. Permits are available by contacting the office.

Shoulders

This work shall consist of an aggregate surface constructed on a prepared sub-grade to such a depth as shown on the plans or as directed by the Road Commission.

Dumping shouldering material on the road metal or blading it from the road metal onto the shoulders will not be permitted.

The aggregate shall be deposited on the shoulders in such a manner as to avoid rutting or distorting the base. Any aggregate spilled on the pavement shall be completely removed immediately following the spreading operation.

Material

All material will be inspected by the Road Commission during production or when stockpiled. **The Contractor shall give the Road Commission three (3) days notice before starting production or hauling.**

22A Natural Aggregate

The material shall be 22A Modified Aggregate and shall meet the following requirements:

<u>Sieve</u>	<u>Percent Passing</u>
1 inch	100%
3/4 inch	90 - 100%
3/8 inch	65 - 85%
No. 8	30 - 50%
Loss by Washing	4 - 10%
Minimum Crushed Material	25%

21AA Natural Aggregate

The material shall be 21AA Modified Aggregate and shall meet the following requirements:

<u>Sieve</u>	<u>Percent Passing</u>
1 1/5 inch	100%
1 inch	85 - 100%
1/2 inch	50 - 75%
No. 8	20 - 45%
Loss by washing	4 - 10%
Crushed material	90%

23A Limestone

The limestone aggregate shall meet the requirements of Section 306 of the 2003 Standard Specifications for Construction except as follows:

Grading requirements shall be modified to:

<u>Sieve</u>	<u>Percent Passing</u>
1"	100%
3/4"	90 - 100%
1/2"	75 - 90%
3/8"	60 - 85%
No. 8	25 - 60%
Loss by Washing	8 - 12%

The material shall be 100% crushed limestone material.

Certification - The contractor shall provide copies of gradation tests, performed by the material producer, for all material delivered to the project site.

Excessive free water flowing out of the delivery truck at the project site will not be acceptable. Limestone delivery trucks that exhibit free water flow will have the material rejected at the

project site. Moisture in excess of 6% will be deducted from the scale weight of limestone and or aggregate, in accordance with the current standard, MDOT Standard Specifications for Construction.

Placing

In general, the aggregate placed or spread on the roads listed in Townships under ITEMIZED BIDS is considered as spot patching (approximate quantities) and will vary in length and depth. The quantity of work will be finalized after the Road Commission has met with the Townships to coordinate the year's program. Contractor to supply 1500 ton, per day minimum, unless remaining balance of order is under this quantity. Failure to do so will result in a \$300, per day, deduction of payment for each occurrence.

The aggregate placed or spread on the roads listed under ITEMIZED BIDS, shall be placed or spread uniformly by means of a mechanical spreader if continuous and by tailgate with spread chains if spot patched.

Weighing

The Contractor shall furnish the Road Commission tickets showing tons of aggregate, furnished, delivered, spread, shaped and compacted for each project separately. A five-part (5) ticket will be required and the Road Commission will retain a minimum of three (3) copies of the ticket.

1. The Contractor shall be responsible for providing scales and assume the cost of some when operating in any pit. The cost for providing scales shall be reflected in the contract unit price. The weigh person shall be provided by the Road Commission or may be a mutually selected third party. Weighpersons other than Road Commission personnel shall be at the Contractors expense. It shall be the Contractor's responsibility to see that the scales are certified by the appropriate agency and that proof of certification is received by the Road Commission before starting his operation.
2. The use of loader mounted scales will be approved in county owned pits when material is placed on county roads.

Payment for Idle Equipment & 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 prosecution 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 work in accordance with the prosecution of the work within the terms of his contract, payment WILL NOT be allowed.

Alternate I - Contractor Supply Material/Furnishing, Delivering and Spreading

	<u>22A Natural Agg.</u>	<u>21AA Natural Agg.</u>	<u>23A Limestone</u>
SHOULDER IN PLACE addl/ton----\$	_____	\$_____	\$_____
ALMONT TOWNSHIP/ton-----\$	_____	\$_____	\$_____
ARCADIA TOWNSHIP/ton-----\$	_____	\$_____	\$_____
ATTICA TOWNSHIP/ton-----\$	_____	\$_____	\$_____
BURLINGTON TOWNSHIP/ton----\$	_____	\$_____	\$_____
BURNSIDE TOWNSHIP/ton-----\$	_____	\$_____	\$_____
DEERFIELD TOWNSHIP/ton-----\$	_____	\$_____	\$_____
DRYDEN TOWNSHIP/ton-----\$	_____	\$_____	\$_____
ELBA TOWNSHIP/ton-----\$	_____	\$_____	\$_____
GOODLAND TOWNSHIP/ton-----\$	_____	\$_____	\$_____
HADLEY TOWNSHIP/ton-----\$	_____	\$_____	\$_____
IMLAY TOWNSHIP/ton-----\$	_____	\$_____	\$_____
LAPEER TOWNSHIP/ton-----\$	_____	\$_____	\$_____
MARATHON TOWNSHIP/ton-----\$	_____	\$_____	\$_____
MAYFIELD TOWNSHIP/ton-----\$	_____	\$_____	\$_____
METAMORA TOWNSHIP/ton-----\$	_____	\$_____	\$_____
NORTH BRANCH TOWNSHIP/ton---\$	_____	\$_____	\$_____
OREGON TOWNSHIP/ton-----\$	_____	\$_____	\$_____
RICH TOWNSHIP/ton-----\$	_____	\$_____	\$_____

Alternate I

COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____

Alternate I

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from any official or employee of the Lapeer County Road Commission.

***Annual Bids received without a signature will NOT be acknowledged by Lapeer County Road Commission. A signature is required for your product or service to be considered.**

SIGNATURE: _____ TITLE: _____

DATE: _____

Alternate II - Material from Road Commission Stockpiles

Delivering and Spreading Aggregate from Road Commission Pits

<u>HAULING-ONE WAY</u>	<u>UNIT PRICE</u>
5 MILES-----	\$_____
7.5 MILES-----	\$_____
10 MILES-----	\$_____
12.5 MILES-----	\$_____
15 MILES-----	\$_____
17.5 MILES-----	\$_____
20 MILES-----	\$_____
22.5 MILES-----	\$_____
25 MILES-----	\$_____
27.5 MILES-----	\$_____
30 MILES-----	\$_____

Alternate II

COMPANY:_____ CONTACT PERSON:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP:_____ TELEPHONE:(____)_____

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from any official or employee of the Lapeer County Road Commission.

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SIGNATURE:_____ TITLE:_____ DATE:_____

Alternate III – Trucking Material

HAULING-ONE WAY UNIT PRICE

5 MILES----- \$ _____

7.5 MILES----- \$ _____

10 MILES----- \$ _____

12.5 MILES----- \$ _____

15 MILES----- \$ _____

17.5 MILES----- \$ _____

20 MILES----- \$ _____

22.5 MILES----- \$ _____

25 MILES----- \$ _____

27.5 MILES----- \$ _____

30 MILES----- \$ _____

TRAINS----- \$ _____/HOUR

LEAD----- \$ _____/HOUR

DUMP----- \$ _____/HOUR

Alternate III

COMPANY: _____ CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE:(____) _____

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from any official or employee of the Lapeer County Road Commission.

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SIGNATURE: _____ TITLE: _____ DATE: _____

LAPEER COUNTY ROAD COMMISSION

CONFLICT OF INTEREST DISCLOSURE FORM

(Pursuant to Lapeer County Road Commission Conflict of Interest Policy dated 12/05/07)

In the event that any Elected Official, Appointed Director, Employee or Committee member of the Road Commission shall have any direct or indirect interest in, or relationship with, any individual or organization which proposes to enter into any transaction with the Road Commission, including, but not limited to transactions involving:

- a. The sale, purchase, lease or rental of any property or other asset;
- b. Employment, or rendition of services, personal or otherwise;
- c. The award of any grant, contract, or subcontract;
- d. The investment or deposit of any funds of the Road Commission.

Said individual or organization shall give notice of such interest or relationship to the Road Commission on the form below to be reviewed by the Managing Director or Chief Financial Officer for approval at a public meeting.

Name:
Nature of Business:
Interest or Relationship to Road Commission:

Date Presented:	Date Approved:
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08/24/2017