

2019-5
LAPEER COUNTY ROAD COMMISSION
ANNUAL BID
DUST CONTROL

Commercial Natural Brine Specifications

Calcium-Magnesium Chloride	18.0% Minimum
Alkali Chlorides (as sodium)	8.0% Maximum
Specific Gravity @ 68 Degrees Fahrenheit	1.230 Minimum

Material to be pumped from natural brine wells. Residual brine from crude oil production will not be allowed.

TOWNSHIPS	<u>PRICE/GALLON DELIVERED AND SPREAD</u>
Almont Township	\$ _____
Arcadia Township	\$ _____
Attica Township	\$ _____
Burlington Township	\$ _____
Burnside Township	\$ _____
Deerfield Township	\$ _____
Dryden Township	\$ _____
Elba Township	\$ _____
Goodland Township	\$ _____
Hadley Township	\$ _____
Imlay Township	\$ _____
Lapeer Township	\$ _____
Marathon Township	\$ _____
Mayfield Township	\$ _____
Metamora Township	\$ _____
North Branch Township	\$ _____
Oregon Township	\$ _____
Rich Township	\$ _____

CALCIUM CHLORIDE SPECIFICATIONS

Calcium Chloride Minimum	38%
Typical Analysis	
Calcium Chloride	38%
Specific Gravity @ 77 Degrees Fahrenheit	1.4
Crystallization Point	+47.8
Gallon/Ton of Solution	171-173

TOWNSHIPS

PRICE/GALLON DELIVERED AND SPREAD

Almont Township	\$ _____
Arcadia Township	\$ _____
Attica Township	\$ _____
Burlington Township	\$ _____
Burnside Township	\$ _____
Deerfield Township	\$ _____
Dryden Township	\$ _____
Elba Township	\$ _____
Goodland Township	\$ _____
Hadley Township	\$ _____
Imlay Township	\$ _____
Lapeer Township	\$ _____
Marathon Township	\$ _____
Mayfield Township	\$ _____
Metamora Township	\$ _____
North Branch Township	\$ _____
Oregon Township	\$ _____
Rich Township	\$ _____

GENERAL

Contractor agrees that its equipment shall be used and operated only by licensed, experienced, competent and careful operators and that the equipment will be maintained in good repair and operating condition and will be equipped with all appropriate lighting, sound and other safety equipment required and/or by law to prevent injury to persons or property.

WORK SCHEDULE

Any and all applications shall be made at the discretion of the District Foreman and the Township. The Road Commission reserves the right to modify the schedule as may be necessary due to weather limitations as determined by the Road Commission. Application of dust control solution shall be done during daylight hours only, Monday through Friday, and exclusive of holidays. Application will not be permitted during or immediately after heavy rain, nor if heavy rain is predicted, at the discretion of the Road Commission.

DELIVERY

The successful bidder shall furnish a load ticket with each load of material delivered, including such information as may be necessary to determine accurate dates and quantities of material delivered to individual locations in Lapeer County.

APPLICATION

All applications shall be continuous from road intersection to road intersection excluding paved bridge decks and paved bridge approaches. Applications shall be made full width within 1 foot of edges of the road. Contractor to supply minimum 16,000 gallons per day. All applications are to be made the day of grading.

COORDINATION

The Lapeer County Road Commission will prepare the road surface by blading or grading the road surface in advance of the spreading operations to assure a reasonable smooth surface on which to apply the chloride solution. The Road Commission will closely coordinate this work with the expected schedule of the Dust Control contractor.

INSPECTION and MATERIAL TESTING

The Lapeer County Road Commission will provide inspection of the chloride/brine application as it progresses. Inspectors will also obtain material samples from the tanker trucks on the road. The truck drivers shall cooperate with the inspector to provide for sampling. Material that does not meet the analysis provided with the bid will be rejected. Material that does not meet the analysis provided with the bid will be reapplied at no additional cost.

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)

PROTECTION AND RESTORATION OF PROPERTY

Contractor shall restore, at their 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 Road Commission may, after 48 hour 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.

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.

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, prior to the execution of the contract, file with the Road Commission, 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.

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.

***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: _____

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:

12/07/07