

## MACOMB COUNTY DEPARTMENT OF ROADS

### DIRECTOR OF ROADS

Robert Hoepfner, P.E.

### FINANCE DIRECTOR

Michelle M Mykytiak

### PURCHASING DIRECTOR

JoAnna K. Strizic

### Invitation to Bid on: One (1) Year's Requirements of Limestone – Various State Specifications. Release and Delivery as Required, August 1, 2011 – July 31, 2012

Sealed bids will be publicly opened at **11:00** A.M., E.S.T. on **Wednesday, July 20, 2011** at the office of the Macomb County Department of Roads, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Director of Roads reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Director of Roads, at his sole discretion, to be in the Department of Roads best interest. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
2. The bid must be delivered in person or sent by mail to the Macomb County Department of Roads, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the bidder on the outside of the envelope. The above referenced bid number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will **not** be accepted.
3. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Bids shall be accepted at any time during the normal course of business only, said hours being 8:00 am to 4:30 pm, Monday through Friday, legal holidays excepted. A bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will **not** be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY DEPARTMENT OF ROADS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Department of Roads consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.

6. The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. All bids must be submitted on the Department of Roads bid blank form in this package. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Bid Proposal and Specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Macomb County Department of Roads reserves the right to award the bid for the equipment which best fits our needs and appears to be in the best interest of the Macomb County Department of Roads at the time the bids are evaluated.
11. The Macomb County Department of Roads reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Macomb County Department of Roads reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. Bidders aggrieved by an award of any resulting contract may file a written notice of protest with the Purchasing Director within seven (7) calendar days of the award by the Macomb County Department of Roads.
13. When applicable, contractor must furnish material safety data sheets for their products.
14. BIDDERS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE BIDS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED BID ITEM. BIDS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
15. THIS BID, BY MUTUAL AGREEMENT OF BOTH PARTIES, may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years.
16. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Macomb County Department of Roads. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
17. Vendors will provide a general history, description and status of their company.
18. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
19. The Macomb County Department of Roads adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications, and the RCMC Policy #407. The Macomb County Department of Roads is an Equal Opportunity Agency.

20. The bidder understands and agrees that the quantities specified are approximate amounts only, and that no quantities are guaranteed. Further, the bidder understands and agrees that in submitting a bid, it warrants that the prices and materials are guaranteed and will be provided at the bid price at the quantity that the Department of Roads ultimately requires during the duration of the contract.
21. The gross, tare and net weight and Purchase Order Number **MUST BE COMPUTER PRINTED AND WEIGHED ON CERTIFIED SCALE and be included on the trucking ticket and a copy of the pit ticket attached to the trucking ticket , signed and time stamped by RCMC employee to process payment .** For material that is State Specification the pit ticket must be stamped certified and the ticket material must read MDOT Spec. No payment will be made for trucking tickets that are not signed and time stamped and/or tickets without computer printed weight requirements or tickets that read commercial material. Delivery hours are 7:00 a.m. – 3:00 p.m. No after hour deliveries accepted.
22. The delivered quantity may **not exceed** the Purchase Order quantity by more than **10 tons** without prior approval of the MCDR Purchasing Department.
23. The Macomb County Department of Roads **will not pay fuel surcharges.**
24. The only **official** document is available over the internet at [www.rcmcweb.org](http://www.rcmcweb.org) or [www.mitn.info](http://www.mitn.info).
25. All documents and correspondence submitted to the Macomb County Department of Roads becomes the property of the Macomb County Department of Roads and is subject to disclosure under the “Freedom of Information Act”. This Act provides for the complete disclosure of contract and attachments.

JoAnna Strizic  
Purchasing Director  
(586) 791-3348

Tammara Goike  
I/C & Stockroom Supervisor  
(586) 791-3373

Copies of Bids and Bid Tabs are available on the following websites:  
[www.mitn.info](http://www.mitn.info) or [www.rcmcweb.org/viewpage/bids.cgi](http://www.rcmcweb.org/viewpage/bids.cgi)

**PROPOSAL**

WE, THE UNDERSIGNED, agree to furnish to the Macomb County Department of Roads County **One (1) Year's Requirements of Limestone, Release and Delivery as Required, August 1, 2011 – July 31, 2012**, conforming to the attached specifications at the pricing indicated as noted. F.O.B., 34592 Nova, Clinton Township, Michigan, 58270 William St., New Haven, MI 48048, 12990 31 Mile Road, Washington, MI 48095, 51235 Napi Drive, Shelby Twp., MI 48315, 27483 Mound, Warren, MI 48092. For spreading contracts, various locations throughout Macomb County.

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Macomb County Department of Roads in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Macomb County Department of Roads to reject any or all bids or proposals and to make such award that is in the best interest of the Macomb County Department of Roads

**All prices firm for duration of the contract: \_\_\_\_\_yes \_\_\_\_\_no**

COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TERMS: \_\_\_\_\_

**INDEMNIFICATION**

Macomb County Department of Roads will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

"The contractor agrees to protect, defend, indemnify and hold the Macomb County Department of Roads and its Directors, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder".

"The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the MCDR for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the MCDR, its directors, officers, employees or agents".

**WORK REFERENCES**

Name of Company	Location	Name of Person Approving Work and Telephone No.	Time Period of Project



## **INSURANCE**

The following insurance shall be obtained:

- |    |   |  |
|----|---|--|
| A. | Comprehensive General Liability including   | \$1,000,000 per occurrence and<br>\$2,000,000 aggregate  |
|    | 1. Products and completed operations  |  |
|    | 2. Broad form property damage   |  |
|    | 3. Premises operations  |  |
|    | 4. Broad form contractual   |  |
|    | 5. Personal injury  |  |
| B. | Workers' Compensation Employers Liability Statutory<br>Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000  |
| C. | Automobile liability including hired and leased<br>vehicles owned and non-owned autos               | \$1,000,000 CSL or \$500,000 per person<br>\$1,000,000 per accident \$500,000<br>property damage |

Personal Injury Protection – Statutory Limits and Property Protection Insurance - \$1,000,000 Limit.

Supplemental Environmental Auto Liability (SEAL) coverage or insurance that covers the loading and unloading of scheduled pollutants is required.

## **CERTIFICATES OF INSURANCE (GENERAL)**

All certificates of insurance and duplicate policies of an outsider, vendor or contractor shall contain the following clauses:

- A. "Underwriters shall have no right of recovery or subrogation against the MCDR (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in primary coverage for any and all losses covered by the subject policy."
- B. "Any coverage afforded the MCDR shall apply as primary and not excess to any insurance issued in the name of the MCDR, et al."
- C. "The insurance company(s) issuing the policy or policies shall have no recourse against the MCDR for payment of any premiums or for assessments under any form of policy."
- D. "The term 'insured' is used severally, not collectively but the inclusion in this policy of more than one insured shall not operate to increase the limit of the MCDR's liability."

All certificates are to provide thirty (30) days written notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided not less than ten (10) working days before commencement of work to the Macomb County Department of Roads, 117 S. Groesbeck Hwy., Mt. Clemens, MI 48043. Insurance carriers are subject to the approval of MCDR.

# FEDERAL EMPLOYER IDENTIFICATION

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TERMS: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

Which is (check one of the following :)

( ) Corporation, incorporated under the laws of the State of: \_\_\_\_\_

( ) Partnership, consisting of (list partners): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) Assumed Name (register no.) \_\_\_\_\_

( ) Individual \_\_\_\_\_

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

\_\_\_\_\_  
\_\_\_\_\_

# Macomb County Department of Roads

Specifications for:

## Limestone- Various State Specifications

### Material

The limestone aggregate shall meet the requirements of Michigan Department of Transportation, 2003 Standard Specifications for Construction, Section 902, except as follows:

Grading requirements shall be modified to:

#### 23A Modified Limestone

<u>Sieve Size</u>	<u>Total Percent Passing</u>
25.0 mm	100%
19.0 mm	90-100%
12.5 mm	75-90%
9.5 mm	60-85%
2.36 mm	25-60%
Loss by Washing	8-12%

#### 6A Limestone

<u>Sieve Size</u>	<u>Total Percent Passing</u>
37.5 mm	100%
25.0 mm	95-100%
12.5 mm	30-60%
4.75 mm	0-8%
Loss by Washing	2% Maximum

#### 1/4" Chip Limestone

<u>Sieve Size</u>	<u>Total Percent Passing</u>
1/2"	100%
3/8"	100%
#4	51.1%
#8	5.9%
#200	.8%

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 in accordance with Section 109 of the 2003 Standard Specifications for Construction.

23A Modified Limestone: 35,000 Tons, approximately – **No Quantities Guaranteed**

6A Limestone: 4,000 Tons, approximately – **No Quantities Guaranteed**

¼" Chip Limestone: 500 Tons, approximately – **No Quantities Guaranteed**

<b><u>RCMC Yard Location</u></b>	<b><u>23A Mod. Limestone</u></b>	<b><u>6A Limestone</u></b>	<b><u>¼" Chip Limestone</u></b>
Washington Twp. S.C. 12990 31 Mile Washington Twp., MI	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
New Haven S.C. 58270 William New Haven, MI	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
Clinton Twp. S. C. 34592 Nova Street Clinton Twp., MI	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton
Shelby Twp. S. C. 51235 Napi Drive Shelby Twp., MI	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

On Site Deliveries (spreading) in townships within the Service Center location:

	<b><u>23A Modified Limestone</u></b>
Washington Twp. Service Center includes:	Bruce Township \$ _____ per ton
	Washington Township \$ _____ per ton
	Ray Township \$ _____ per ton
	Armada Township \$ _____ per ton
New Haven Service Center includes:	Richmond Township \$ _____ per ton
	Lenox Township \$ _____ per ton
	Chesterfield Township \$ _____ per ton
Clinton Twp. Service Center includes:	Clinton Township \$ _____ per ton
	Harrison Township \$ _____ per ton
Shelby Twp. Service Center includes:	Shelby Township \$ _____ per ton
	Macomb Township \$ _____ per ton