

BERRIEN COUNTY ROAD DEPARTMENT

PROPOSAL AND SPECIFICATIONS

FOR

LIQUID CALCIUM CHLORIDE

BERRIEN COUNTY ROAD DEPARTMENT

SPECIFICATIONS FOR LIQUID CALCIUM CHLORIDE 38%

It is the intent of the Berrien County Road Department to purchase all or part of its requirements of Liquid Calcium Chloride – 38% Content from a selected source/sources.

A. QUANTITIES:

Quantities will be ordered on the “as needed” basis.

1. 38% for 2018 requirements.

Bids will be received for 250,000 Gallons to 290,000 Gallons of Calcium Magnesium Chloride Solution in accordance with 2012 Michigan Department of Transportation current specifications (922.08 & table 922-1), and that the combined percentage of calcium and magnesium chloride in the solution shall not be less than 38%.

Payment will be made on the equivalent tons of 77% commercial calcium chloride.

The quantity given is only approximate and the right is reserved by the Berrien County Road Department to accept delivery on more or less than the quantity bid upon.

B. DELIVERY

1. Liquid Calcium Chloride shall be shipped in 7,000 to 9,000 gallon truck loads, delivered to designated locations and pumped into Berrien County Road Department storage tanks at the following addresses:

a. BENTON HARBOR – 2860 E. Napier Avenue
Benton Harbor, MI 49022

b. THREE OAKS - 625 E. Ash Street
Three Oaks, MI 49128

3. Deliveries MUST BE MADE WITHIN 24 HOURS of receipt of order Monday thru Friday, 6:00 a.m. to 4:30 p.m., unless prior notice and arrangements have been made, at all locations.

BERRIEN COUNTY ROAD DEPARTMENT

C. PRICE

- 1. Bids shall be per gallon delivered and pumped into our storage tanks, F.O.B. for each delivery location.**
- 2. The Berrien County Road Department reserves the right to award quantities based on price and service by delivery location in the best interest of the County or to the lowest responsible and responsive bidder on lowest average.**
- 3. Firm price for 2018 through November 2018 must be bid.**
- 4. Cash discounts will be considered in to 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 Department 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.**

D. AWARD OF BID

- 1. Award will not be based on price only. Supplier must be qualified to deliver an estimated 175,000 to 200,000 gallons of 38% chloride in the months of May-June. In addition, equipment and response time will be considered.**
- 2. Enclosed questionnaire must be submitted with bid.**

D. CANCELLATION OF CONTRACT PROVISIONS:

The Berrien County Road Department shall have the right to cancel the Contract for non-performance: Should an inspection by the designated representative reveal that the Contractor's work results in any non-acceptable maintenance condition of one or all specified areas:

- 1. The designated representative at the time of the FIRST circumstance shall call for a meeting with the Contractor or issue a written notice of possible Contract Termination should the conditions continue.**
- 2. If the condition should repeat for a SECOND time, written notice of termination shall be sent.**
- 3. If Contract is terminated prior to end of the contract period, the contractor will not be allowed to rebid on the same contract.**

BERRIEN COUNTY ROAD DEPARTMENT

E. INSURANCE REQUIREMENTS

1. Contractor shall save harmless and indemnify the Berrien County Road Department, 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 2012 Michigan Department of Transportation's Standard Specifications for Construction, Division 1, Section 1.07.10, with the following minimum requirements:

WORKMEN'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 | \$ 500,000 each person |
| | \$1,000,000 each occurrence |
| Property Damage Liability | \$1,000,000 each occurrence |

COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

| | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
|-----------------|-------------|

One Insurance Certificate declaring Berrien County Road Department as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Certificate must be submitted within 10 days upon notification of award of Contract.

F. Submission of bids 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 herein.

BERRIEN COUNTY ROAD DEPARTMENT

G. Neither the Contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, of any matter directly or indirectly related to employment because of his/her race, color, religion, national origin, or ancestry. Breach of this Covenant may be regarded as a material breach of this Contract.

SPECIFICATIONS FOR LIQUID CALCIUM CHLORIDE 38%:

TECHNICAL SPECIFICATIONS:

A. MATERIALS

1. 38% CaCl must meet the following specification at 60 degrees Farenheit:

| <u>CONCENTRATION</u> | <u>POUNDS OF CALCIUM PER GAL. OF SOLUTION</u> | <u>CHLORIDE PER POUND OF SOLUTION OR SOLIDS</u> |
|----------------------|---|---|
| 38% | 4.4 | .38 |

SPECIFIC GRAVITY

1.392

2. Substitutions or deviations from 38% liquid calcium chloride must be authorized prior to delivery by contacting Brian Berndt, County Highway Engineer at (269) 925-1196, Ext 4407.

B. All invoices shall show the percentage of calcium chloride in each delivery. Invoices shall be in duplicate.

C. Analysis of a load may be ordered from a competent chemist in case of a disagreement in total calcium chloride content, and such chemist's conclusions shall be final in regard to acceptance of the given load. Test method will conform to ASTM E449

D. Tanks shall have been thoroughly cleaned before loading. Chloride showing foreign matter will be rejected.

NOTE: Questions concerning specifications should be directed to Brian Berndt at (269) 925-1196, Ext 4407

BERRIEN COUNTY ROAD DEPARTMENT

BERRIEN COUNTY ROAD DEPARTMENT IS EXEMPT FROM ALL STATE AND FEDERAL TAXES.

The Berrien County Road Department reserves the right to reject any or all bids or to waive irregularities in bids. All bids shall be in sealed envelopes and plainly marked as to the material bid upon and the name of the bidder.

BERRIEN COUNTY ROAD DEPARTMENT

Minimum specifications and requirements for Liquid Calcium Chloride:

**38% Calcium Chloride
77% Flake Ton Equivalent**

Delivery trucks used for spreading must be equipped with automatic metering devices for spreading at rates up to 1,670 gallons per mile, 16 feet wide, 6,000 gallons or larger truckloads:

| DESCRIPTION: | PRICE PER 77% FLAKE TON EQUIVALENT |
|---|---|
| 6,000 Gal. or more at continuous spread – @ any location in Berrien County | _____ |
| 6,000 Gal. or more at spot spread – @ any location in Berrien County | _____ |
| 6,000 Gal, or more at pump off – @ Benton Harbor Garage | _____ |
| 6,000 Gal. or more at pump off – @ Three Oaks Garage | _____ |

NOTE: THE AMOUNTS AND LOCATIONS OF LIQUID CALCIUM CHLORIDE TO BE SPREAD WILL BE DETERMINED BY THE ROAD DEPARTMENT AT A LATER DATE.

Signature, Title

Company

Berrien County Road Department is exempt from all State and Federal Taxes. The Berrien County Road Department reserves the right to reject any or all bids or to waive irregularities in bids. All bids shall be in sealed envelopes and plainly marked as to the material bid upon and the name of the bidder.

BERRIEN COUNTY ROAD DEPARTMENT

TO: ALL BIDDERS

RE: BIDS FOR LIQUID CALCIUM CHLORIDE

This Questionnaire must be completed and submitted with bid.

List agencies that you have contracted with in the past for deliveries of 38% chloride in an amount from 175,000 gallons – 200,000 in one season – May through August and the year of this service

| | | | |
|-------|---------------|---------------|------------|
| _____ | Phone # _____ | Contact _____ | Year _____ |
| _____ | Phone # _____ | Contact _____ | Year _____ |
| _____ | Phone # _____ | Contact _____ | Year _____ |
| _____ | Phone # _____ | Contact _____ | Year _____ |

Who is the supplier of this material? _____

Where is the plant located to pick up this material? _____

What will be the response time to deliver an order to any of our locations after the request is made? _____

How many deliveries can you make in one day? _____

How many trucks are in your fleet to haul this material? _____

What is the maximum gallons of liquid calcium chloride that each truck can load? _____

How many trucks are in your fleet to haul and spread this material? _____

BERRIEN COUNTY ROAD DEPARTMENT

HOLD HARMLESS

This Agreement made this _____ day of _____, 20____ by and between the Berrien County Road Department and the Board of County Commissioners of the County of Berrien (hereinafter referred to as the BOARD) and _____ (hereinafter referred to as the CONTRACTOR).

Said Contractor hereby agrees to undertake the following work in the status of independent contractor performing the following operations:

Said Contractor shall at all times exercise extreme care and shall assume any and all liability for bodily injury, death or property damage arising out of the above stated operation or by anyone else acting in concert or under the control or direction of said Contractor, and will indemnify and hold harmless the Berrien County Road Department, its Commissioners, employees, attorneys and agents for any and all claims for bodily injury, death or property damage arising out of this agreement.

It is also agreed while engaged in such operation, that the Contractor shall maintain insurance, naming the Berrien County Road Department as an additional named insured with policy limits of:

Bodily Injury and Property Damage Liability:

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

Statutory Workmen's Compensation Insurance

Additionally said Contractor shall furnish to the Board a certificate of insurance providing above requested limits.

It is also agreed if the Board is involved in any litigation arising out of said operation, that the Contractor will indemnify and hold harmless the Board for any and all legal fees or cost incurred by the Board in defense of said Board.

WITNESSED BY:

Contractor

Berrien County Road Department

BERRIEN COUNTY ROAD DEPARTMENT

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

BERRIEN COUNTY ROAD DEPARTMENT

TITLE VI – Page 2

- (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 DEPARTMENT** 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 DEPARTMENT** 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.

