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**WASHTENAW COUNTY**  
**BOARD OF COUNTY ROAD COMMISSIONERS**  
555 NORTH ZEEB ROAD  
ANN ARBOR, MICHIGAN 48103  
WWW.WCROADS.ORG

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MANAGING DIRECTOR  
SHERYL SODERHOLM SIDDALL, P.E.  
DIRECTOR OF ENGINEERING  
COUNTY HIGHWAY ENGINEER  
JAMES D. HARMON, P.E.  
DIRECTOR OF OPERATIONS  
TELEPHONE (734) 761-1500  
FAX (734) 761-3737

**INVITATION TO BID**

Sealed bids will be received at the Administration Building of the Washtenaw County Road Commission at their office, 555 North Zeeb Road, Ann Arbor, Michigan 48103 until **9:00 a.m.**, Tuesday, October 10, 2017 at which time they will be publicly opened and read for furnishing the following:

- ◆ SEASON'S REQUIREMENTS FOR MINERAL WELL BRINE

Proposals, bid forms and other information are available at the office of the Road Commission at the above address.

**BIDS MUST BE COMPLETED ON THE PROVIDED FORM AND SHALL BE SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER AND SHALL BE SUBMITTED IN A SEALED ENVELOPE THAT IS PLAINLY MARKED ON THE OUTSIDE AS TO THE CONTENTS. BIDS FAILING TO MEET THIS REQUIREMENT WILL NOT BE CONSIDERED.**

The Board reserves the right to reject any or all bids or any part of same; to waive irregularities and/or informalities and to make the award in part or entirety as may appear to be in the best interest of the County of Washtenaw.

**BOARD OF THE COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF WASHTENAW**

*Douglas E Fuller*

Douglas E. Fuller  
Chair



**OPERATIONS DEPARTMENT  
MINERAL WELL BRINE**

**INVITATION TO BID**

**BIDDER COMPANY NAME**

---

Prepared by:  
Washtenaw County Road Commission  
555 North Zeeb Road  
Ann Arbor, MI 48103

Tiffany Lobbestael  
Operations Clerk  
(734) 327-6644  
**FINAL**



**OPERATIONS DEPARTMENT  
Invitation To Bid  
MINERAL WELL BRINE**

**INDEX**

<b>Instructions to Bidders</b>	<b>3 – 7</b>
Introduction.....	3-4
Important Dates.....	5
Type of Contract .....	5
Bid Submittals .....	5
Changes to the ITB / Addendum .....	6
Responsive Bids .....	6
Exceptions .....	6
Contract Award .....	6
Selection Process .....	6
Selection Criteria .....	7
Prevailing Wage.....	7
<b>General Conditions</b>	<b>8 - 9</b>
Insurance .....	8
Tax Exemptions .....	8
Contract Termination .....	8
Transfer of Contract / Subcontracting .....	8
Non-Discrimination .....	8
Acceptance of Bid Content .....	8
Disclosure .....	8
Economy of Preparation .....	8
Material Safety Data Sheets .....	9
Independent Price Determination.....	9
<b>General Scope of Work Specifications</b>	<b>10 - 11</b>
<b>Schedule A – Bid Sheets</b>	<b>12 - 13</b>
<b>Schedule B - Insurance Requirements &amp; Hold Harmless/Indemnity</b>	<b>14 - 16</b>



**OPERATIONS DEPARTMENT  
Invitation To Bid  
MINERAL WELL BRINE**

**ITEM: MINERAL WALL BRINE**

**DEADLINE: October 10, 2017 at 9:00am**

Washtenaw County Road Commission is seeking proposals for bids due by **Thursday, October 10, 2017 at 9:00 a.m. (EST)** for **MINERAL WELL BRINE**.

**All bids must be submitted in a sealed envelope clearly marked "BID" along with product bidding on.**

RETURN BID TO:

**MAILING ADDRESS:**

WASHTENAW COUNTY ROAD COMMISSION  
OPERATIONS DEPARTMENT  
555 NORTH ZEEB ROAD  
ANN ARBOR, MI 48103

If you are interested in providing bid, please fill in the following information and return no later than the due date of **Tuesday, October 10, 2017 at 9:00 a.m. (EST),** to the attention of Tiffany Lobbstaël, Operations Clerk.

Final Bid Tabulations will be on our website ([www.wcroads.org](http://www.wcroads.org)) after Board approval.

Please direct purchasing and procedural questions regarding this ITB to Tiffany Lobbstaël **via e-mail only** to [lobbestaelt@wcroads.org](mailto:lobbestaelt@wcroads.org)



**OPERATIONS DEPARTMENT  
Invitation To Bid  
MINERAL WELL BRINE**

All **technical questions** regarding the ITB Specifications must be submitted by **October 5, 2017 by 1:00 pm** to the following email address:

Adam Lape at [lapea@wcroads.org](mailto:lapea@wcroads.org)

The Board reserves the right to accept or reject any or all bids, to waive any informality in the bids, to split and/or accept the bid which is in the best interest of the Washtenaw County Road Commission. The Board also reserves the right to re-award a bid when in the opinion of the Washtenaw County Road Commission the lower bidder will not be able to adequately comply with the Washtenaw County Road Commissions requirements in a timely manner.

The Washtenaw County Road Commission appreciates your time and effort in preparing this bid. Please note that all bids **must be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable. **Fax and E-mail bids are not acceptable and will not be considered**. We would appreciate it if you would indicate on any "No Bid" response, any requirement of this ITB which may have influenced your decision to "No Bid".



## OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE

### INSTRUCTIONS TO BIDDERS

#### IMPORTANT DATES

- ITB Issue Date September 18, 2017
- Last Date for Questions October 5, 2017 by 1:00 p.m.
- Bid Due Date 9:00 a.m., Tuesday, October 10, 2017

#### **TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services. The contract period will be for one (1) year. Upon mutual consent with the Washtenaw County Road Commission and the successful Bidder, the contract may be renewed one additional year at the same terms and conditions of the original contract.

**The Washtenaw County Road Commission budget year begins January 1 and ends December 31.**

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by the Washtenaw County Board of Road Commissioners each period. Once renewal option is exhausted, the Contract must be rebid.

**The Washtenaw County Road Commission retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.**

Washtenaw County Road Commission reserves the right to accept any or all alternative proposals and the board reserves the right to waive any irregularities or informalities or both; to reject any or all proposals; to subdivide the award, and in general to make the award of the contract in any manner deemed by Washtenaw County Road Commission, in its sole discretion, to be in the best interest of Washtenaw County Road Commission.

#### **BIDSUBMITTALS**

An unbound original and one (1) copy of each bid must be submitted. The unbound original may be clipped, but should not be stapled or put in a binder. No other distribution of the bids will be made by the Bidder. Bids must be signed by an official authorized to bind the Bidder to its provisions.

**Bids must be submitted in a sealed envelope / package. Outside of envelope / package must be labeled with name of the Contractor and the name of the bid. Failure to do so may result in a premature opening or failure to open such bids.**

A bid may be withdrawn by giving written notice to Tiffany Lobbestael before the stated due date closing time. After the stated due date closing time, the bid may not be withdrawn or canceled for a period of **One Hundred and Twenty (120) days from closing time.**

To be considered, sealed bids must arrive at Washtenaw County Road Commission, on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of Tiffany Lobbestael. Bidders mailing bids should allow ample time to ensure the timely delivery of their proposal. Bids received after the closing date and time will not be accepted or considered. **Faxed, emailed or telephone proposals are not acceptable.** Washtenaw County Road Commission shall not be held responsible for lost or misdirected proposals. Washtenaw County Road Commission reserves the right to postpone a bid opening for its own convenience.



## **OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE**

Bids must be clearly prepared and legible and must be signed by an authorized representative of the submitting Bidder. Bidders must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

Failure to include in the bid all information requested may be cause for rejection of the bid. Bidders are expected to examine all specifications and instructions. Failure to do so will be at the Bidder's risk.

### **CHANGES TO THE ITB / ADDENDUM**

Should any prospective Bidder be in doubt as to the true meaning of any portion of this ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to Tiffany Lobbestael as indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional ITB provisions that Washtenaw County Road Commission may decide to include, will be made as an addendum, which will be posted on the Washtenaw County Road Commission [website](#). Any addendum issued by Washtenaw County Road Commission shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its proposal. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on the bid.

### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission will be left up to the Bidder. Accordingly, Washtenaw County Road Commission reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid.

### **EXCEPTIONS**

Washtenaw County Road Commission will not accept changes or exceptions to the ITB documents / specifications unless Proposer indicates the changes or exceptions on an Exception Form. If Bidder neglects to make the notation on the Exception Form but writes it somewhere else within the ITB documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the ITB documents will be applicable during the term of the contract.

### **CONTRACT AWARD**

The contract that will be entered into will be that which is most advantageous to Washtenaw County Road Commission, prices and other factors considered. Washtenaw County Road Commission reserves the right to accept any or all alternative bids and to award the contract to other than the lowest bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by Washtenaw County Road Commission, in its sole discretion, to be in the best interest of Washtenaw County Road Commission.

After contract award, notification will be posted on the Washtenaw County Road Commission website at [www.wcroads.org](http://www.wcroads.org).

### **SELECTION PROCESS**

This document is an Invitation to Bid. Competitive sealed bids will be evaluated based on criteria formulated around the most important features of the equipment, of which qualifications, experience, references, capacity and methodology may be overriding factors, and price may not be determinative in the issuance of a contract or award.

The bid evaluation criteria should be viewed as standards that measure how well a bidder's approach meets the desired requirements of the Washtenaw County Road Commission. Those criteria that will be used and considered in evaluation for award are set forth in this document. Washtenaw County Road Commission will thoroughly review all bids received. A contract will be awarded to a qualified contractor submitting the best bid.

Do not assume Washtenaw County Road Commission has any knowledge about your organization and the products/services you have to offer, nor should you assume that Washtenaw County Road Commission will conduct any preliminary research into your organization. It is the bidder's responsibility to completely and thoroughly document their bid.



## **OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE**

### **SELECTION CRITERIA**

For bids that receive further consideration, the successful bidder will be chosen on the basis of the apparent greatest benefit to Washtenaw County Road Commission, including but not limited to the following:

1. Experience and qualifications
2. Capacity to deliver the equipment/service
3. References and past performance
4. Methodology/ Delivery Plan
5. Cost / fees for equipment/service

### **Living Wage Rates**

The WCRC has passed a Living Wage Regulation that requires employers who provide services to the Road Commission and the public to pay their employees under that contract, a minimum of either \$13.13 per hour with benefits or \$14.65 per hour without benefits. The CONTRACTOR agrees to comply with this ordinance in paying its employees.

The CONTRACTOR understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made before April 30, 2018 and annually thereafter which amount shall be automatically incorporated into this contract. The Road Commission agrees to give the CONTRACTOR two (2) weeks' notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees. Certified payroll records covering the CONTRACTOR'S and all Subcontractors' workforces shall be completed, and submitted to the Superintendent of Maintenance.





## **OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE**

### **GENERAL CONDITIONS**

#### **INSURANCE**

A certificate of insurance naming Washtenaw County Road Commission as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance (with the **ACORD™ Trademark**) meeting the requirements in Schedule B is to be provided to Washtenaw County Road Commission and remain in force during the entire contract period.

#### **TAX EXEMPTION**

It is understood that Washtenaw County Road Commission is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. Washtenaw County Road Commission will furnish the successful proposer with tax exemption certificates when requested.

#### **CONTRACT TERMINATION**

Washtenaw County Road Commission may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

#### **TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful Bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of Washtenaw County Road Commission. Such approval shall not constitute a basis for privity between Washtenaw County Road Commission and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The Contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify Washtenaw County Road Commission for such acts or omissions.

#### **NON-DISCRIMINATION**

In the hiring of employees for performance of work description in this document and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall be reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

#### **ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a Contractor to accept these obligations may result in cancellation of the award.

#### **DISCLOSURE**

All documents, specifications, and correspondence submitted to Washtenaw County Road Commission become the property of Washtenaw County Road Commission and are subject to disclosure under the applicable "Freedom of Information Act". This Act also provides for the complete disclosures of contracts and attachments hereto. This means that any informational material submitted is available without redaction to any individual or organization upon request.

#### **ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the ITB. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other Sections of the bid.

*Note: Washtenaw County Road Commission is not liable for any costs incurred by Bidder's prior to issuance of a contract.*



## OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE

### **MATERIAL SAFETY DATA SHEETS (MSDS)**

All Washtenaw County Road Commission purchases require a Material Safety Data Sheet (MSDS), where applicable, in compliance with MIOSHA "Right To Know" laws. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
  - a. The potential for fire, explosion, corrosivity, and reactivity;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedures for spills, fire, disposal and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

### **INDEPENDENT PRICE DETERMINATION**

By submission of a bid, the bidder certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- a) The prices in the bid have been arrived at independently without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor; and
- b) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- c) He is the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- d) He is not the person in the Bidder's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for contract award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

The Bidder must indicate the starting and completion date of work as provided for in the proposal. This will become a part of the bid.



## OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE

### SPECIFICATION AND TERMS

Washtenaw County Road Commission is seeking proposals for bids due by **Tuesday, October 10, 2017 @ 9:00 a.m.(EST)** for the following **MINERAL WELL BRINE**.

Proposals shall be for items as specified on attached Specifications and Proposal Form. When applicable, a Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

#### **BRANDNAME OR EQUAL SPECIFICATION**

Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the quote must: a) indicate the alternate manufacturer's name and catalog number; b) include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Road Commission. If samples should be requested, such samples must be received by the Washtenaw County Road Commission no later than seven (7) days after formal request is made. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.

The Washtenaw County Road Commission reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

Requesting bid for furnishing requirements for **MINERAL WELL BRINE**.

Bid price on the foregoing material shall include cost of delivery to the locations listed below, upon request of the Washtenaw County Road Commission, on an as needed basis.

#### **DESCRIPTION**

**All items shall conform to the latest Michigan Department of Transportation (MDOT) requirements.**

<b><u>Main Yard,</u></b>	<b>555 North Zeeb Rd, Ann Arbor, MI</b>
<b><u>Southeast Service Center,</u></b>	<b>5250 West Michigan Avenue, Ypsilanti, MI</b>
<b><u>Chelsea Yard,</u></b>	<b>630 West Middle Street, Chelsea, MI</b>
<b><u>Manchester Yard,</u></b>	<b>219 North Ann Arbor Street, Manchester, MI</b>
<b><u>Northeast Service Center,</u></b>	<b>1222 East N Territorial Rd, Whitmore Lake, MI</b>



## OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE

### SPECIFICATION AND TERMS

Mineral Well Brine price for truck delivery shall remain firm.

This bid is for Mineral Well Brine meeting the following specifications delivered into Road Commission facilities in Scio Township (Main Yard), City of Chelsea, Village of Manchester, Northfield Township (Northeast Service Center) and Pittsfield Township (Southeast Service Center), all in Washtenaw County. Unit prices are also being solicited for delivery for pump-off at any location in Washtenaw County and direct application by the Contractor, at designated rates, to various roads in Washtenaw County.

The mineral well brine shall meet the specifications as herein listed:

- A. Calcium Chloride ----- 16.5 to 17.0%
- B. Magnesium Chloride --- 3.4 to 3.6%
- C. Sodium Chloride ----- 6.0 to 8.0%
- D. Specific Gravity ----- @ 60F - 1.22 to 1.24%
- E. "Baume" hydrometer reading 27 to 28.5%

**“RESIDUAL BRINE FROM CRUDE OIL PRODUCTION IS PROHIBITED.”**

As part of this bid each bidder shall provide a certified analysis of the natural brine, either from the wellhead or storage facility, that will be supplied to the Washtenaw County Road Commission **along with the suppliers well numbers**. In addition, the successful bidder will be required to provide a certified analysis for each 200,000 gallons of material delivered **also with the suppliers well numbers**. The Washtenaw County Road Commission reserves the right to perform additional material tests as required. In the event that a certified analysis, a Washtenaw County Road Commission material test or a spot check by Washtenaw County Road Commission personnel using a "Baume" hydrometer indicates that the natural brine being delivered is below the minimum specifications, all deliveries shall be suspended immediately. If the successful bidder is no longer able to provide natural brine that meets requirements listed herein, the Washtenaw County Road Commission reserves the right to cancel this contract award.

Delivery Tickets

All brine tickets to be delivered **MUST** be weighed on certified scales; the Vendor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all brine has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. The scales must be inspected and certified between April 1<sup>st</sup> and November 1<sup>st</sup> of the current contract year. Copies of scale certification must be sent to the Washtenaw County Road Commission's Assistant Superintendent of Maintenance by **May 15<sup>th</sup>** of the current contract year. The Washtenaw County Road Commission may require re-certification of the scale, if a particular brine shipment is found to be +/- 1% off. In addition, all delivery tickets **MUST** be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Handwritten tickets are unacceptable. The awarded vendor's scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of brine shipment.

NOTE: All deliveries shall be in compliance with truck route and weight restrictions.

**Also, the successful bidder must provide a Certificate of Liability Insurance with the ACORD™ (Trademark).**

**The Washtenaw County Road Commission will not pay fuel surcharges.**



**OPERATIONS DEPARTMENT  
 Invitation To Bid  
 MINERAL WELL BRINE**

**BID SHEET  
 Page 1 of 1**

WE THE UNDERSIGNED agree to furnish and deliver to the Washtenaw County Road Commission; **MINERAL WELL BRINE** conforming to the attached specifications at the pricing indicated. F.O.B. 555 N. Zeeb Road, Ann Arbor, Michigan.

Delivery is to be made on an **“as needed”** basis. Increases or decreases to the following **estimated quantity** will not affect the bid price.

<b>QUANTITY (Approximately)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
400,000 gallons	Main Yard	\$
750,000 gallons	Southeast Service Center	\$
0 gallons	Chelsea Yard	\$
800,000 gallons	Manchester Yard	\$
750,000 gallons	Northeast Service Center	\$
	<b>GRAND TOTAL</b>	\$

TERMS \_\_\_\_\_

Exemptions or Remarks to the Bid: \_\_\_\_\_

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



**OPERATIONS DEPARTMENT  
Invitation To Bid  
MINERAL WELL BRINE**

\_\_\_\_\_  
LEGAL NAME OF VENDING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
TELEPHONENUMBER

\_\_\_\_\_  
FACSIMILENUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

**CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Work, General and Special Requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by the Washtenaw County Road Commission, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typewritten or Printed Name**

\_\_\_\_\_  
**Title**



## **OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE**

### **SCHEDULE B**

#### **INSURANCE REQUIREMENTS**

The Contractor will not commence work, nor will Washtenaw County Road Commission sign a contract, until the Contractor has obtained and delivered to Washtenaw County Road Commission the certificate of insurance required under this contract. All insurance carriers must be acceptable to Washtenaw County Road Commission and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to Washtenaw County Road Commission at the time of policy renewal any time during the entire length of the contract.

#### **DAMAGE LIABILITY AND INSURANCE**

The Contractor shall hold harmless and indemnify the Washtenaw County Road Commission, its officers, agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of, or during the progress and/or completion of the work.

#### **WORKMAN'S COMPENSATION INSURANCE**

The Contractor, prior to the execution of the contract, shall file a certification that he/she carries Workman's Compensation Insurance.

**INSURANCE:** The Vendor shall comply with the following:

##### **A. INDEMNIFICATION**

The Vendor shall save harmless, indemnify and defend in litigation the County of Washtenaw, the Board of County Road Commissioners of the County of Washtenaw, the Washtenaw County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

##### **B. WORKMAN'S COMPENSATION INSURANCE**

The Vendor shall certify before the execution of the contract that the Contractor carries Workman's Compensation Insurance.

##### **C. BODILY INJURY AND PROPERTY DAMAGE**

The Vendor, before execution of the contract, shall file with the Washtenaw County Road Commission copies of completed certificates of insurance, as evidence that he Contractor carries adequate insurance, satisfactory to the Washtenaw County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.



**OPERATIONS DEPARTMENT  
Invitation To Bid  
MINERAL WELL BRINE**

**SCHEDULE B (Continued)**

**DAMAGE LIABILITY AND INSURANCE**

**1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE**

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

**BODILY INJURY and PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
Aggregate .....	<b>\$2,000,000</b>

This insurance shall include, but not be limited to, coverage for:

- (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
- (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

**2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE**

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

**BODILY INJURY LIABILITY**

Each Person .....	<b>\$ 500,000</b>
Each Occurrence .....	<b>\$1,000,000</b>

**PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$1,000,000</b>
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**COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Each Occurrence .....	<b>\$2,000,000</b>
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The requirements for 1 and 2 above may be met through an Umbrella policy.

**3. OWNER'S PROTECTIVE LIABILITY**

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Washtenaw, the Board of County Road Commissioners of the County of Washtenaw, and the Washtenaw County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

**D. NOTICE**

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Washtenaw County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Washtenaw County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage.





## OPERATIONS DEPARTMENT Invitation To Bid MINERAL WELL BRINE

### SCHEDULE B (Continued)

#### DAMAGE LIABILITY AND INSURANCE

##### **D. NOTICE(continued)**

The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Washtenaw County Road Commission, in writing, the following:

A 30-day prior notice of any insurer initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.

A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

##### **E. REPORTS**

The Vendor or the Vendor's insurance carrier shall report to the Engineer claims received, inspections made and disposition of claims. The Washtenaw County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Vendor's insurance company has been received by the Washtenaw County Road Commission.

**SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**INDEMNIFICATION CLAUSE:** The successful bidder (herein after referred to as Vendor), shall defend, indemnify, and save harmless the Washtenaw County Road Commission and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Vendor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Workmen's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Vendor indemnifies and will indemnify and save harmless the Washtenaw County Road Commission from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Vendor shall pay any judgment with costs which may be obtained against the Road Commission growing out of such injury or damages.

**Coverage shall be extended to:** The Board of County Road Commissioners of the County of Washtenaw and Washtenaw County Road Commission Staff and Employees.

##### **POLICY TERM**

The Policy period shall be for a period of one (1) year.