



Eaton County Road Commission

Benjamin S. Lyons
Chair

October 15, 2020

NOTICE TO BIDDERS

Timothy J. Lamoreaux
Vice Chair

Sealed proposals will be received by the Board of County Road Commissioners of the County of Eaton, Michigan at 1112 Reynolds Road, Charlotte, MI 48813, until 10:00 A.M., November 9, 2020, for furnishing and delivering the following:

Lauren K. Aitch-Guerrant
Member

WINTER MAINTENENCE SERVICES SAND FOR ICE CONTROL OVERBAND CRACK FILL – 2021 CONTRACT A SEAL COAT AGGREGATES

Duane A. Eldred
Member

Jerry L. Frazier
Member

The Eaton County Road Commission will consider award of the contracts after review by staff.

Blair E. Ballou, P.E.
Engineer-Manager

The Eaton County Road Commission offices are currently closed to non-essential employees. The bid opening will be done remotely using the video conferencing software Zoom. Those wishing to attend the bid opening must submit the request along with the attendee's e-mail so they may be invited to the video conference. Further information may be obtained from, and video conference requests must be sent to, Mathew Hannahs at the Eaton County Road Commission by e-mail at MHannahs@EatonCountyRoad.com. Questions may also be submitted by telephone at (517) 543-1630 Ext. 207. Plans, specifications, and bid blanks are available for download on our website www.EatonCountyRoad.com.

Patricia M. Loosemore
Director of Finance

1112 Reynolds Road
Charlotte, MI 48813

All proposals must be submitted in sealed envelopes bearing the name of the bidder and clearly marked with a notation indicating the project on which the bid is submitted. **All bids must be submitted on the Bid Blank provided in the bid package.**

Telephone
517-543-1630
Toll-Free
877-883-2866

The Board reserves the right to accept or reject any or all bids, to waive irregularities in any proposal, and to make the award in any manner deemed in the best interest of the County of Eaton.

Fax
517-543-2608

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
EATON, MICHIGAN

Email
ecrc@eatoncountyroad.com

Benjamin S. Lyons, Chair
Timothy J. Lamoreaux, Vice Chair
Jerry L. Frazier, Member
Duane A. Eldred, Member
Lauren K. Aitch-Guerrant, Member

**SPECIFICATIONS
FOR
WINTER MAINTENANCE SERVICES**

GENERAL:

The Eaton County Road Commission (ECRC) is seeking proposals for the provision of Winter Maintenance Services on county roads in 3 areas of Eaton County during the winter season of 2020-2021, 2021-2022, and 2022-2023. The work includes the plowing, blading, and scraping of accumulated snow and ice from the road surface together with the controlled application of rock salt and/or abrasives to the road surface in response to winter weather conditions under the direction of Road Commission.

The Eaton County Road Commission may award separate contracts for the work in each Snow Route Area or may award one contract for all three Snow Route Areas. Contractors may submit bids for any or all Snow Route Areas or any combination thereof (Walton, Kalamo, & Bellevue). The Road Commission reserves the right to adjust the Snow Route Areas at any time, and to add to or delete specific roadways in response to changing weather conditions or to coordinate the contractor's work with Road Commission operations, and to designate or define alternate Snow Route Areas approximately equivalent to those shown on the bid blank, as may be deemed in the best interest of the Road Commission.

Contractors may bid one (1) or more snowplow units for each Snow Route Area. The ECRC will contract for as many snowplow units as they deem necessary. Award will be made to the Contractor for the numbers of snowplow unit(s) which are considered to be in the best interest of the ECRC. Where multiple snowplow units are bid, the ECRC reserves the right to contract for any or all of the units bid unless the bid specifically states that the Contractor will accept an award only if it includes all units bid.

Prospective bidders shall investigate and become familiar with conditions relating to the work to be performed according to these specifications. Failure on the part of the Contractor to sufficiently investigate, inspect, and become familiar with the requirements of the work will not be considered as grounds for additional compensation under the contract. Advance inquiry may be made to Blair Ballou, Engineer-Manager at (517) 543-1630 Ext. 205.

Contractors agree to have adequate equipment and personnel available to perform contract work throughout the 2020-2021 and 2021-2022 and 2022-2023 winter seasons which shall extend from the first winter storm in November to the last winter storm in the April. The specific arrangements for availability will be worked out to the satisfaction of both parties prior to November 15 of each year.

The contract may be extended for one year by the mutual agreement of both parties. Requests for extension must be made in writing to the Engineer-Manager by August 1, 2023.

INSURANCE REQUIREMENTS

The Contractor shall provide insurance naming the Eaton County Road Commission, its officers, agents, commissioners and employees as additional insured in the following amounts:

Workers Compensation - as set by state statute

Automobile - Bodily injury \$1,000,000
Property Damage \$1,000,000

Property damage and general liability - \$1,000,000

All contractor snowplowing units must be fully registered, licensed and insured in compliance with state and federal regulations and these specifications. Certificates of insurance must be on file with ECRC prior to November 15 of each year.

WORK REQUIREMENTS:

The work of Winter Maintenance Services shall consist of furnishing and operating the specified equipment to plow snow, ice, and slush from County roads, and together with the spreading of deicing materials and/or abrasives in accordance with the Eaton County Road Commission's Winter Operations Plan. Contractor snowplow units shall be operated in accordance with commonly accepted winter maintenance practices.

The contractor shall familiarize himself and his employees with the ECRC Winter Operations Plan including the performance expectations and specific operations to be performed in response to various weather conditions. Contractor snowplow units shall be able and available to remove snow within 1 hour after notification to proceed by the Road Commission.

The Contractor's snowplow units shall prosecute the work of snowplowing, deicing, salting, and sanding of County roadways as appropriate to road and weather conditions in a workmanlike, timely, and efficient manner and with due regard for the safety and convenience of the public. Snowplow operations shall continue uninterrupted from the starting time designated by ECRC until such time as all designated roadways have been treated, or until such stopping time that ECRC may determine.

The Contractor may set and schedule one or more break times for his employees during the course of each day's work on this contract. Break times shall be of 30 minutes duration or as may be mutually agreed upon by the Contractor and ECRC. Such break times will not be included in the hours worked on the contract, and the Contractor's records as reported to ECRC shall note the timing and duration of such breaks.

ECRC reserves the right to inspect any and all materials and equipment used in carrying out the work of Winter Maintenance.

PERSONNEL REQUIREMENTS

All operators of equipment used on contract work must have the valid licenses as required by the state and federal laws for the type of equipment they will be operating. The Contractor shall furnish a written release signed by each operator authorizing the release of drivers license records from the Michigan Secretary of State to the Eaton County Road Commission and the Contractor prior to that operator performing any work on the contract, and at such times as may be reasonably requested by the ECRC during the term of the contract.

All snowplow unit operators shall be able to be reached during work hours by telephone. Inability to maintain telephone contact with a specific snowplow unit must be reported by the Contractor to Road Commission prior to starting work each day, unless the problem develops during the shift. Telephone contact is essential and prolonged inability to have service restored will result in the operated hours for that unit being paid at the downtime rate. Repairs must be complete and communication service restored in 24 hours, one workday.

EQUIPMENT REQUIREMENTS

Snowplow units shall be minimum tandem axle trucks fitted with dump or hopper type bodies capable of carrying a minimum 10 cubic yards (10 tons) of salt under normal legal loading conditions, and with sufficient power to operate all attached equipment while accomplishing the work of snowplowing at reasonable speeds. Snowplow units shall be made available to ECRC for inspection and test operation prior to the award of this contract and prior to each winter season start up. If the equipment offered in the bid is proposed, but not yet available for inspection, please indicate that on the bid document next to the unit number together with the date the proposed equipment will be available for inspection. Specific deficiencies of each unit, if any, will be brought to the attention of the contractor. The contractor shall correct any deficiencies noted before that unit is used on contract work.

Contractor shall maintain these snowplow units and all related equipment in good operating condition. Contractor shall provide any and all required vehicle maintenance, repair, fuel, fluids and lubricants necessary to the operation of the units, payment for which shall be considered as included in the hourly rate paid for operation of the unit, and will not be paid for separately.

The Contractor shall furnish and install on each Snowplow unit the following items of equipment:

- A. Quick hitch front snowplow A-frame, Root Model, or equal approved by ECRC.
- B. Underbody snow blade, Root Spring Model F55, or equal approved by ECRC. The moldboard and blade shall be a minimum of 12 feet or may be fitted with suitable extensions approved by ECRC.
- C. Material spreader appropriate for the application of abrasives to the roadway.

- D. Contractor shall use an Electronic Digital Spreader Control System. It shall be capable of both automatic and programmable modes with LED readout to display actual application rate in pounds/miles and a two-position switch to provide for these programmable features. Required additional features shall include a maximum application rate knob, a maximum spread width knob, and a blast button with a duration timer. The system shall also include a spot spreading switch in the cab; this switch is to allow instantaneous activation from the standby mode. Model #DS201 manufactured by Diablo Industrial Technology or approved equal will be required.
- E. A cellular phone.
- F. A hydraulic or compressed air system capable of properly driving the equipment on the truck.

The ECRC will inspect the contractor's equipment prior to award of the contract, and at the start of each winter season. Any deficiencies will be brought to the contractor's attention and shall be corrected by the contractor prior to starting any work under the contract.

GPS TRACKING

In addition to the equipment outlined above, the Contractor shall allow the ECRC to install GPS tracking and plow/spreader sensor equipment in each snowplow unit performing work on the contract. The Contractor agrees to allow ECRC reasonable access to the snowplow units, at no cost, to install and maintain this tracking equipment during the term of the contract, and to remove the equipment at such time as the contract ends or the snowplow unit is removed from service on contract work. The ECRC agrees to install the equipment in such a manner as not to interfere with the operation of the vehicle or other installed equipment, and to repair any access or mounting damage to the vehicle at such time as the GPS equipment is removed.

GPS tracking equipment shall remain the property of the ECRC.

MEASUREMENT OF WORK AND RECORDKEEPING

Paid hours of work shall commence when the Contractor reports by phone to the Road Commission supervisor that each snowplow unit is ready to begin work, and shall extend to the time of telephone notification from the Contractor that the snowplow unit is back in the Contractor's yard and being shut down.

The contractor shall complete daily work reports and submit them to the Road Commission including maps on forms furnished by the Road Commission for all work performed. Daily work reports shall include time records and maps showing all work performed, including start time, any employee break, out of service time, time at end of shift, and signed by the operator. Downtime must be identified with the reason for the downtime noted on the daily work report. Work reports shall specify number of hours separately by township and local/primary road, and ice control materials used shall be accounted for by township and primary/local road.

PAYMENT

As full compensation for each fully equipped snowplow unit furnished and operated under this agreement, the ECRC will pay the Contractor the bid unit price per hour for each hour worked, with a guarantee of not less than 250 hours of work, or pay, for each of up to a total of 3 snowplow units (one for each Snow Route Area) for each winter season, excluding the standby work unit described below. The total guaranteed hours for each snowplow unit shall be considered as earned at the rate of 20% for each month from November to March in each winter season in the contract.

The number of guaranteed hours shall be reduced by DOUBLE the number of any hours offered to the Contractor, but for which the Contractor can not furnish a snowplow unit(s) for any reason whatsoever within one hour of notification to proceed with contract work by the Road Commission.

The Road Commission will pay for up to 2 hours of downtime for a unit that is occasioned during the snow removal operations such as, but not limited to: unit stuck, tire repair, or minor mechanical repair. Payment for the snowplow unit during the downtime period will be at an hourly rate equal to 50% of the regular rate as bid by the Contractor. Guaranteed hours will be reduced by amount equal to the number of downtime hours paid for a snowplow unit. Downtime on a snowplow unit will not be paid when the unit is out of service for extended periods not incidental to snow removal operations, or when the snowplow unit cannot be placed into service at the beginning of a shift of operation, or when after repair, the snowplow unit does not return to operation during that day's shift of operations.

Payment estimates for work performed to date will be prepared by the Road Commission twice monthly during the winter season from November 1 to April 30 on the first and third Friday of each month. Payment for 90% of the guaranteed hours, less any deductions for downtime or unavailability as stated above, will be paid once per month from November to March on the last payment estimate for that month. Payment for all unpaid guaranteed hours remaining at the end of each winter season will be included on the final payment estimate for that season each April. Under no circumstances will the Contractor be paid more frequently than twice monthly. Confirmation of total hours for the season by the Contractor and ECRC will be made before the final payment by ECRC at the end of each winter season.

In the event the Contractor fails to perform contract work in a timely, proper and efficient manner, fails to maintain equipment, or fails to employ competent qualified operators on the work in this contract, the ECRC may terminate this Agreement, whereupon the Contractor shall cease all snow removal activities and shall forfeit any and all guaranteed compensation but shall be compensated for all snow removal services performed on an hourly basis up to the time of termination.

The Contractor and ECRC mutually recognize that a duty of good faith and fair dealing is necessary between the parties in the performance and enforcement of this contract. A

breach of this duty by one of the parties is a sufficient reason for the other party to terminate their contract. Parties seeking to terminate this contract must notify, in writing, the party to be released and the reason or reasons for the termination. Both parties would then acknowledge the termination of the contract by signing a release of the agreement.

FUEL ADJUSTMENT PAYMENTS

In order to protect the Road Commission and the Contractor from excessive increases or decreases in the cost of fuel used on the work in the contract, fuel adjustment payments will be made for all work performed each month for the term of this contract according to the following formula:

$$\text{(Current Price – Base Price) x Total Unit Miles / 5 = Fuel Adjustment in Dollars}$$

Current Price shall be the average of the average retail prices in dollars for diesel fuel reported by the AAA Fuel Gage Report (www.fuelgaugereport.com/MImetro.asp) for the Lansing-East Lansing market area for the first business day of each month and the last business day of each month.

Base Price for each winter season shall be the average retail price in dollars for diesel fuel reported by the AAA Fuel Gage Report (www.fuelgaugereport.com/MImetro.asp) for the Lansing-East Lansing market area on November 1, 2020.

Total Unit Miles shall be the total of the mileage on contract work for all snowplow units during the month as recorded on the GPS tracking units installed in each snowplow unit.

This formula assumes fuel usage of each snowplow unit operated is 5 miles per gallon. This formula will be used regardless of amount actual fuel usage, and no modification of the formula will be made for the duration of the contract or any extensions.

Payment for **Fuel Adjustment** as calculated using the above formula will be included as a separate pay item on the final payment estimate for each winter season. **Fuel Adjustment** payments may be either positive or negative and may result in either an increase or a decrease in the compensation paid to the contractor for work performed under the contract. Copies of fuel price information, GPS records, and computations will be provided to the contractor by the Road Commission.

Payments made as described for **Fuel Adjustment** shall be considered as the complete and total compensation for any and all increased or decreased costs to the contractor for all fuels, oils, lubricants, and all other petroleum based products consumed in the performance of work on the contract, and no additional compensation will be paid by either party for changes in the cost of these items.

STANDBY WORK UNIT

If a single bidder is awarded contracts for two or more snow route areas, the successful bidder shall furnish one additional snowplow unit, fully equipped and work ready, as a standby to be placed into service at the discretion of the Road Commission or in emergency situations or to replace a snowplow unit that may be out of service for an

extended period. When placed into service this standby unit will be paid at the regular hourly rate in the contract, but no additional compensation will be paid to the contractor for any time that this unit is standing by. Compensation to the contractor for all costs associated with furnishing, equipping, maintaining and storing a standby snowplow unit shall be considered as included in the hourly rate and minimum hour guarantee that is paid for the work done by the other snowplow units in the contract, and will not be paid for separately.

ICE CONTROL MATERIALS

ECRC will supply ALL required winter maintenance chemicals and materials at no cost to the Contractor. Salt, sand/salt mixture, and brine sand will be furnished and delivered to the Contractor by ECRC. These materials are also available at the ECRC Charlotte Garage for direct loading and use by the contractor.

All materials furnished by ECRC and delivered to the contractor shall not be stored in any location other than at a site approved by ECRC. A Contractor in service to other entities or private parties may not use trucks with ECRC signs or use material from stockpiles furnished by ECRC, even if the material is replaced from the Contractor stock (i.e. salt, sand/salt, underbody blades, front plow shoes). Failure to maintain strict compliance with this requirement will result in immediate termination of the contract with the Contractor forfeiting any and all guaranteed or additional compensation from ECRC.

MATERIAL STORAGE

The Contractor shall provide at least one suitable staging area and/or material storage yard located within Eaton County and lying within 6.0 miles of one or more of the snow route areas designated on the bid proposal. The Road Commission may designate alternate Snow Route Areas to facilitate the bidder's compliance with this requirement if, in the sole judgment of the Road Commission, such adjustment is in the best interest of the Road Commission. The staging area/material storage yard shall have suitable access for bulk delivery of deicing materials, together with covered storage adequate to accommodate a minimum of 300 tons of salt and 150 CYD of sand without contamination from clay, topsoil, stones, or any other materials that may cause damage to traffic, the roadway or equipment.

The ECRC or its suppliers will make bulk deliveries of deicing materials to the yard or staging area designated and furnished by the contractor for his use in performing work under contract at no cost to the contractor.

The Contractor shall furnish, operate and maintain suitable loading equipment at the material storage yard to load his snowplow units, and to otherwise move, pile, store, and remove materials used in the work on the contract. Payment for furnishing, operating and maintaining loading equipment, when used in the Contractors yard on contract work shall be considered as included in the unit price paid for the snowplow units, and will not be paid for separately.

Compensation to the contractor for all costs associated with furnishing, equipping, using and maintaining a suitable Material Storage/Staging Area shall be considered as included in the hourly rate and minimum hour guarantee that is paid for the work done by the snowplow units in the contract, and will not be paid for separately.

MISCELLANEOUS MATERIALS AND EQUIPMENT

The ECRC reserves the right to occasionally supply the Contractor with materials, equipment or components.

The ECRC will furnish and deliver replacement cutting edges for underbody plows used on this contract at no cost to the Contractor. The Contractor shall report each cutting edge replacement on the daily work report forms for the individual snowplow unit, and shall return unused cutting edges at the end of the contract.

ECRC may supply wrecker services for Contractor units stuck during snowplowing operations on the same basis this service is provided for its own units at no cost to the Contractor. Units stuck due to obvious operator negligence or mechanical failure will be retrieved by the contractor at no cost to the Road Commission.

If road and weather conditions warrant the use of front mounted snow plows on contract work, the ECRC will provide a front end plow(s), replacement cutting edges, and wear shoes for use by the contractor. The Contractor shall monitor the condition of the wearing surfaces of the plows when in use, and shall replace those wear items as necessary to prevent damage to the plow body or frame. Damage to front plows caused by failure to maintain wear items shall be repaired by the contractor at no cost to ECRC.

BIDDING PROPOSAL WINTER MAINTENANCE SERVICES

BELLEVUE SNOW ROUTE AREA
Approximately 138 lane miles

Board of County Road Commissioners
of Eaton County
1112 Reynolds Road
Charlotte, MI 48813

Commissioners:

The undersigned, having been thoroughly familiarized with the work and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform Winter Maintenance. Prices listed below are to provide everything required by the specifications, including all the equipment, labor, necessary tools, vehicle maintenance and repair, expendable equipment and all utility, communication and transportation services necessary to complete in a workmanlike manner winter maintenance services for the winter seasons of 2020-2021 and 2021-2022 and 2022-2023.

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

**BIDDING PROPOSAL
WINTER MAINTENANCE SERVICES**

**KALAMO SNOW ROUTE AREA
Approximately 149 lane miles**

Board of County Road Commissioners
of Eaton County
1112 Reynolds Road
Charlotte, MI 48813

Commissioners:

The undersigned, having been thoroughly familiarized with the work and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform Winter Maintenance. Prices listed below are to provide everything required by the specifications, including all the equipment, labor, necessary tools, vehicle maintenance and repair, expendable equipment and all utility, communication and transportation services necessary to complete in a workmanlike manner winter maintenance services for the winter seasons of 2020-2021 and 2021-2022 and 2022-2023.

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

**BIDDING PROPOSAL
WINTER MAINTENANCE SERVICES**

**WALTON SNOW ROUTE AREA
Approximately 149 lane miles**

Board of County Road Commissioners
of Eaton County
1112 Reynolds Road
Charlotte, MI 48813

Commissioners:

The undersigned, having been thoroughly familiarized with the work and the local conditions affecting the work in each case and with all the bidding documents, including the instructions and information for bidders and specifications, hereby proposes to perform Winter Maintenance. Prices listed below are to provide everything required by the specifications, including all the equipment, labor, necessary tools, vehicle maintenance and repair, expendable equipment and all utility, communication and transportation services necessary to complete in a workmanlike manner winter maintenance services for the winter seasons of 2020-2021 and 2021-2022 and 2022-2023.

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

Unit # _____
Make _____
Model _____
GVW _____
Year _____
Power Train _____
Hourly rate for unit furnished and operated _____

**BIDDING PROPOSAL
WINTER MAINTENANCE SERVICES**

Taxpayer Identification No.: _____

Employer Identification No.: _____

Signed: _____

Name: _____
(Print or type)

Title: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____