

Road Commission of St. Joseph County

Invitation to Bid: Centerlining, Edgestripping, Railroad Pavement Markings & Rumble Strip Applications

Sealed bids will be publicly opened at 1:00 PM EST on Monday, February 4, 2019 at the offices of the St. Joseph County Road Commission, 20194 M-86, Centreville, Michigan 49032 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 Road Commission reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Vendor, 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 Board, at its sole discretion, to be in the Road Commission's best interest.
2. The bid must be delivered in person or sent by mail to the St. Joseph County Road Commission, 20914 M-86, Centreville, Michigan 49032. **It shall be in a sealed envelope marked with the name and address of the vendor on the outside of the envelope. The above referenced RFP 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 and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof.** Bids shall be accepted by the Road Commission at any time during the normal course of business only, said hours being 7:00 am to 3:00 pm, Monday through Friday, legal holidays excepted. A vendor 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 No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.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 ST. JOSEPH COUNTY ROAD COMMISSIONERS 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. or without the Road Commission's consent will not be accepted and will, at the Contractor's risk and expense, be returned.
6. The bidder by execution of the bid 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. 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 vendor is thoroughly familiar with the Bid Proposal and Specifications and that vendor 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 Road Commission Board may award bids in whole or parts thereof, reserves the right to reject any and all bids, waive irregularities in any bid and award the bid in any manner which best fits our needs and appears to be in the best interest of the Road Commission; the right to waive irregularities in any bid, and the right to reject bids at the time the bids are evaluated. Best interest will be based on Total Cost of Ownership principles. TCO identifies all elements impacting the life cycle value of the proposed commitment.
11. The Road Commission of St. Joseph County 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 Road Commission of St. Joseph County 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. Vendors aggrieved by an award of any resulting contract may file a written notice of protest with the Road Commission within seven (7) calendar days of the award by the Board of County Road Commissioners.
13. When applicable, due to MIOSHA regulations, contractor must furnish material safety data sheets for their products prior to beginning any work.
14. Vendors are encouraged to submit complete and comprehensive data and descriptive literature covering the items proposed to be furnished. Vendors submitting alternate bids must provide this along with specifications documenting product is equal to or surpasses the specified bid item. Alternate bids submitted without the above documentation will be considered nonresponsive and rejected.
15. 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 Road Commission. These licenses and permits shall be readily available for review by the Administration.
16. 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.

17. The Road Commission of St. Joseph County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications. The Road Commission of St. Joseph County is an Equal Opportunity Agency.
18. The Road Commission of St. Joseph County will not pay fuel surcharges.
19. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

BID Proposal For Centerlining, Edgestriping, Railroad Pavement Markings & Rumble Strip Applications

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

WE, THE UNDERSIGNED, agree to furnish to the Road Commission of St. Joseph County, Centerlining, Edgestriping, Railroad Pavement Markings and Rumble Strip Applications conforming to the attached specifications at the pricing indicated as noted. F.O.B. various locations. *Terms must be 2%10 or N/30

1. Any Materials not meeting specifications will be returned to the loading point at no expense to the Road Commission. Acceptable replacement materials will be furnished immediately upon notification of such materials. Any materials used prior to notification of not meeting specifications will be paid for only at the discretion for the Road Commission Board and in an amount it determines as compensation in full.
2. Pricing to be firm until end of calendar year unless tied to a consumer price index sheet. If pricing variations are part of the bid the price index sheet being used, shall be stated within the bid, along with how pricing will be determined. Winning bidder agrees to furnish current price index sheet to the Road Commission within 3 day of a request by the road commission.
3. 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. Requests for contract extensions must be in writing and received by the Purchasing Council no later than November 30th of each year.

Scope of Work

The Work shall consist of furnishing and applying pavement markings, as specified herein, and in accordance with the most current version of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), and all subsequent revisions. The contractor shall perform all operations to complete the work in accordance with all current Michigan Department of Transportation (MDOT) specifications (Section 811 of spec book) and as specified herein.

Where pavement markings are NOT required to be placed through intersections, measurements shall not be deducted, but shall be included and paid for as the type of application specified. When starting or ending a segment of line that falls within a road intersection, measurement shall start and end at the center of the

intersection. Previously approved changes may be made during application. Barrier, skip and edgelines will be measured and pay scheduled separately.

Edgeline application will be measured by length in miles along each edgeline painted from centerline of intersection to centerline of intersections.

Contractor shall furnish invoices in duplicate stating: Name of road painted and termini of section painted; Date painted/ Type of painting done and Number of miles painted per road.

Materials

The materials used shall meet the current MDOT specifications and the specifications described herein and are subject to approval by the road commission.

PAINT: The Specifications cover pre-mixed white and yellow paint suitable for marking on Portland cement and bituminous pavements with pressure spray equipment. The paints shall be suitable for spray application without thinning and shall also be suitable for retaining glass beads applied by the drop-on method. The paint to be supplied for Pavement Marking shall be waterborne, liquid pavement marking material. All paint shall be on the MDOT Qualified products List (QPL) and are subject to road commission approval.

BEADS: Glass Beads shall be of the type used for reflectorizing white and yellow paint markings on pavements by the drop-on method. Glass beads shall be certified to meet MDOT specifications via General Certification.

Packaging and Marking

Each container of paint and beads shall plainly show, in weather resistant markings, the name of the producer, description of material, purchase order number, date of packaging and weight of contents.

Requirements for testing are waived and the material will be accepted for quality on the basis of a written certification from the supplier or contractor that the materials meet current MDOT specifications. The right is reserved to make check tests of materials as may be deemed necessary, and a confirmed pattern of non-compliance with specifications will be grounds for rejecting the materials. Cost of aforesaid testing shall be the respective road commission's responsibility.

Containers of Pavement Marking Materials

The Contractor shall be totally responsible for removal and disposal of all containers of paint, glass beads and anything else that may be considered hazardous to the environment at the direction of the project manager. The Contractor shall have a maximum of thirty (30) days after project completion to remove these containers.

Control of Spilled Materials

Any spills of materials, whether accidental or intentional, during performance of work or loading and unloading of pavement marking supplies shall be cleaned up and removed by the contractor and disposed of by the contractor in accordance with any current laws so as not to pollute the environment as directed by the road commission.

Skip (Broken) Line

Skip line of yellow color shall be applied as a four-inch (4") minimum width line on a cycle of 12-1/2 feet of line and a 37-1/2 feet of skip, as directed by the road commission. The paint and beads shall be applied uniformly at the rate specified in table 811-1 of the MDOT specifications.

No Pass Zones

No Passing Zones shall be painted as four-inch (4") minimum width, solid and skip yellow lines as indicated in figures of the MMUTCD. The paint and glass beads shall be applied uniformly at the rate specified in table 811-1 of the MDOT specifications.

Pavement Edge Lines

Pavement edge line (white color) shall be applied as a solid four-inch (4") minimum width line. The paint and glass beads shall be applied uniformly at the rate specified in table 811-1 of the MDOT specifications.

Specialized Markings

Shall include railroad crossings, stop bars & rumble strip applications. Specialized markings shall meet all appropriate specifications of the MMUTCD. Stop bars shall be 24" width. The paint and glass beads shall be applied at the same equivalency as stated above. The Rumble Strip Application shall conform to the materials section 920 in the MDOT Standard Specifications For Construction 2012.

Tolerances

New markings and/or retraced markings shall be placed, with reasonable tolerance, in their proper locations, and with minimum weave. Incorrect or misplaced markings shall be removed by sandblasting so it is no longer visible, and remarked in accordance with the project manager's instructions. Where existing skip lines are to be retraced with lines of equal length they shall be retraced with a longitudinal tolerance of one (1) foot. Where existing skip lines are to be retraced with lines of a shorter length the new lines shall be painted within the length of the previous line.

Weather and Time Limitations

The Road Commission, or its authorized representative, reserves the right to: 1) be able to tell the contractor the weather conditions under which the painting will be allowed, 2) be able to give directions and guidance to the crew in order to achieve the desired results, and 3) be able to specify which roads are to be painted.

Markings shall not be placed when rain is threatening or when the surface to be painted is damp or wet, as directed by the road commission.

The markings shall not be performed on Saturdays, Sundays, or legal holidays unless otherwise approved, by the road commission.

Approximately one hundred twenty (120) road miles in St. Joseph County will be seal coated or paved this summer and will not be ready for painting until August 31, 2018. This pavement marking work shall be performed and completed prior to October 31, unless otherwise approved by the road commission.

Surface Preparation

Prior to the application of pavement marking, it shall be the contractor's responsibility that the pavement surfaces are clean and free of all foreign materials. Cost of this work shall be incidental to the contract. Please note that the Road Commission will perform the usual sweeping for excess stone on the sealcoat and edges of a new pavement after shoulder gravel is placed.

Layout for Marking

All existing No Passing Zones that have been covered by sealcoating or paving will be surveyed and the limits marked with “tee’s” by the Road Commission, prior to the scheduled start of the pavement marking. In the event No passing Zones must be established, changed, or replaced, this work will be the responsibility of the Road Commission.

All other layout work necessary for the location and placing of centerlines, lane lines, railroad crossings, school crossings, and other specialized markings, where required, shall be the responsibility of the contractor, and will not be paid separately.

Equipment for Painting

For safety reasons, the truck with the pavement marking apparatus shall be equipped with a cab containing sufficient room for both the truck driver and the Road Commission inspector, if necessary. The cab shall be equipped with D.O.T. approved shoulder/lap belt in safe operating condition for the inspector’s use.

Electronic distance measuring instruments shall be in the cab of the truck. These instruments shall be capable of recording and displaying footage or mileage of each line painted (left no pass zone, right no pass zone, skip line, edge line, etc.) The display view for this equipment shall be placed at a location where the inspector may observe the displays from his seated position in the cab of the truck.

It is desirable to have electronic logging equipment on the truck that has the ability to measure and display the gallons of paint applied, length of lines painted, rate of applied in yellow per mile, thickness of paint, pounds of beads applied, and rate of beads applied in pounds/gallons of paint.

A log showing the lineal feet painted of yellow and white paint for each route, with point of beginning (P.O.B.) and point of ending (P.O.E.) shown for each representative route shall be reported to the inspector daily. The log shall include material quantity usage for each day.

The pavement marking apparatus shall be truck mounted and capable of applying three (3), four-inch (4”) minimum width lines in one (1) color in the center of the road with one (1) pass of the equipment. There shall also be a separate apparatus for applying a single line along the right hand edge of the road. The equipment shall have sufficient paint capacity to enable sustained pavement marking operations and shall be equipped so as to assure uniform application of paint. The equipment shall have mechanical bead dispensers or pressurized bead dispensers. In general, the equipment shall be that necessary to accomplish the marking in a safe, efficient, and workmanlike manner. The Road Commission reserves the right to inspect the bidder’s equipment before making an award of contract.

All vehicles used in the marking operation shall be equipped with flashing amber lights in compliance with current Michigan Vehicle Code laws which are visible from both front and rear of the vehicle. The pavement marking vehicle shall be equipped with an illuminated target arrow type “B” capable of being visible from either the front or the rear of the vehicle.

The trailing vehicle shall be equipped with an appropriate sign visible from the rear indicating “PAVEMENT MARKING AHEAD”. The trailing vehicle shall also be equipped with an illuminated target arrow type “B” which shall be visible from the rear.

The use of hand methods and portable equipment will be allowed for painting railroad crossings, and other specialized markings.

Control of Work

The Road Commission's designated representative shall be in control of all work.

The successful bidder for the work covered by this proposal shall coordinate with the road commission to work out a detailed progress schedule.

All work, materials and equipment shall be subject to inspection by the Road Commission or its authorized representatives at all times. The contractor shall provide the name and phone number of their employee in charge.

Coordinating Clause

It is anticipated that the Road Commission will also be conducting its own maintenance operations during the life of this contract, and the contractor's attention is called to the requirements of cooperation with others as covered in Article 104.07 of the 2003 MDOT Standard Specifications.

Maintaining Traffic Control

The provisions of the 2012 MDOT Standard of Specifications for Highway Construction and current specifications of the MMUTCD are applicable in maintaining traffic during all phases of this contract. The contractor shall conduct his operations in such a manner that two-way traffic will be provided with minor delays throughout the entire length of the project. Vehicles will be equipped with warning devices adequate for the traffic volumes anticipated. An additional vehicle may be required on roads where traffic volumes or prevailing conditions indicate a need for additional safety precautions during marking operations.

The protection of wet paint shall be the responsibility of the contractor. Traffic cones shall be furnished and placed by the contractor in a professional manner for this purpose as directed by the Road Commission. This work shall be incidental to the contract.

All work of maintaining the traffic shall be considered incidental to the project.

Liquidated Damages

Be advised that liquidated damages will be assessed at a rate of \$100 per day for failure to complete the project on time. If the weather throughout the life of this project is very poor and unfavorable to the extent that it becomes virtually impossible to paint all the roads to be painted, then the liquidated damages will not be assessed, if and only if the contractor takes full advantage of good weather days by painting in the county on good days. The assessment or non-assessment of liquidated damages shall be at the sole discretion of the Road Commission.

**St. Joseph County Road Commission
Bid Sheet for Centerlining, Edgestriping, Railroad Pavement Markings & Rumble Strip
Application**

PLEASE PROVIDE TWO (2) SETS OF ORIGINAL BID SHEETS

Estimated Miles of Marking

Approximately (160) miles of St Joseph County roads will be sealcoated or paved this summer and will not be ready for painting until August 31, 2019. This pavement marking work shall be performed and completed prior to October 31, unless otherwise approved, by the Road Commission.

Bid Item	Unit Price per Lineal foot
Pavement Marking Waterborne 4" White Line	\$ _____ LFT
Pavement Marking Waterborne 4" Yellow Line	\$ _____ LFT
Pavement Marking Waterborne 4" Yellow Skip Line	\$ _____ LFT
Pavement Marking Waterborne 24" Stop Bar	\$ _____ LFT
Pavement Marking Waterborne Railroad Symbol	\$ _____ EACH
Rumble Strip Application	\$ _____ LFT

The undersigned bidder hereby certifies that he intends to subcontract a portion of this work Does _____ Does Not _____
(check one)

Proposed Sub-contractor if applicable: _____ -

Type of sub-contracted work

Proposed Starting Date _____ Proposed Completion Date

Proposed Brand of Paint: Waterborne _____

MDOT Qualified Product List Numbers (Waterborne) white _____ Yellow

Proposed Branch of Beads:

Does your truck have electronic logging? _____

Other Information:

Exceptions to Bid Requirements (if any)

COMPANY
NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

PRINTED NAME _____

DATE _____

SIGNATURE _____

TITLE _____

PHONE NO _____

FAX NO _____

E-MAIL ADDRESS _____

TERMS _____

By my signature on this document, I hereby state that all of the information I have provided is true, accurate and complete. Work will be performed in strict accordance with bid requirements and Michigan Department of Transportation specifications, and understand that the quantities are approximations to be used for bid purposes only.

I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, nor offered or accepted anything of value from any official or employee of St. Joseph County Road Commission that would tend to destroy or hinder free competition, or otherwise compromise the bid process.

INDEMNIFICATION

SJCRC 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 SJCRC and its commissioners, 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 SJCRC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the SJCRC, its commissioners, officers, employees or agents".

INSURANCE

If awarded the bid, Bidder agrees to procure and maintain the following insurance coverage, naming the St. Joseph County Road Commission as **"Additional Insured"**, and furnish a proof of the Certificate of Insurance to the SJCRC:

- | | | |
|----|---|--|
| A. | Comprehensive General Liability including | \$1,000,000 per occurrence and
\$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
Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000 |
| C. | Automobile liability including hired and leased
vehicles owned and non-owned autos | \$1,000,000 CSL or \$500,000 per person
\$1,000,000 per accident \$500,000
Property damage |

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

Certificate shall provide for thirty (30) days notice to the Road Commission prior to cancellation.

Certification of Compliance with State and Federal Debarment & Suspension Policies and Laws

In accordance with OMB Circular A-133, the following certification statement must be submitted by all proposers of materials or services on projects using federal funds that are expected to equal or exceed \$25,000 in value. ****** Per policy of the St. Joseph County Road Commission, ALL bidders regardless of quantities are required to complete this form.**

Section 1

The undersigned hereby certifies, to the best of his/her knowledge that within the past three years, the Company, an officer of the Company, or an owner of a 25% or greater interest in the Company:

1. Has been convicted of a criminal offense incident to the application for or performance of a local, state, or federal government contract or subcontract; **Yes**
 No
2. Has been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the Owner, indicates that the Company is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the Owner; **Yes**
 No
3. Has failed to substantially perform a contract or subcontract according to its terms, conditions, and specifications within specified time limits; **Yes**
 No
4. Has violated state or federal bid solicitation procedures or violated the terms of a solicitation after bid submission; **Yes**
 No
5. Has refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance; **Yes**
 No
6. Has failed to respond to requests for information regarding the Company's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and **Yes**
 No
7. Has failed to perform a contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree. **Yes**
 No

Section 2

For purposes of this section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The undersigned hereby certifies and represents to the best of his/her knowledge that the supplier and/or any of its Principals:

8. Is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency: **Yes**
 No

9. Has within a three-year period preceding completion of this form, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) purchase; **Yes**
 No
10. Have within a three-year period preceding completion of this form had one or more purchases terminated for default by any local government, state, or federal agency. **Yes**
 No

Section 3

The undersigned must provide immediate written notice if, at any time before a purchase award, the Company learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances. **Agree**
 Disagree

A certification that the undersigned Company or its Subcontractors is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of a purchase by any state or federal agency. **Agree**
 Disagree

In the event that the undersigned has answered “yes” to any questions in Sections 1 or 2, or is unable to agree to the statements in Section 3, an explanation shall be attached herewith.

The undersigned hereby certifies, by submission of this document and its accompanying proposal documents, that the above information is true and accurate, and that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

 Signature of Authorized Representative

 Date

 Name

 Title

 Official Organization (Company) Name

 Witness

 Date

 Witness Name and Title