



MONROE COUNTY
R O A D
COMMISSION

840 S. Telegraph Road • Monroe, Michigan 48161 • Phone: (734) 240-5102 • Fax: (734) 240-5101

PROPOSAL

FOR

2016-2017 SUPPLEMENTAL SNOW REMOVAL SERVICES

BID OPENING:

Thursday, October 27, 2016 at 10:00 a.m.

BOARD OF COUNTY ROAD
COMMISSIONERS
OF THE COUNTY OF MONROE
Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Bruce R. Stammer, Jr., Member
Stephen J. Pace, Member
Charles A. Londo, Member

**MONROE COUNTY ROAD COMMISSION
INVITATION TO BID**

Sealed bids will be received by the Board of County Road Commissioners of the County of Monroe until **10:00 a.m.** local time on **Thursday, October 27, 2016** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for **2016-2017 Supplemental Snow Removal Services**. Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m.

Proposals may be obtained at the office of the Monroe County Road Commission for no charge or downloaded from the Road Commission's website at www.mcrc-mi.org/bids.html .

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

**MONROE COUNTY ROAD COMMISSION
PROPOSAL
2016-2017 SUPPLEMENTAL SNOW REMOVAL SERVICES**

TO: The Board of County Road Commissioners of the County of Monroe, Michigan

FOR: 2016-2017 Supplemental Snow Removal Services

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned will contract to furnish all labor, equipment and traffic control devices necessary at the unit prices stated on the attached bid forms.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

OWNER

The owner of the project is the Board of County Road Commissioners of the County of Monroe, also referred to as the "Board."

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Board at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Board. The proposal shall be submitted in its entirety (pages 1 through 7) with no modifications or changes except as authorized by an addendum and with no pages removed. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**Bid for 2016-2017 Supplemental Snow Removal Services.**"

OPENING OF BIDS

Bids will be received by the Board at 840 S. Telegraph Road, Monroe, Michigan, 48161 until **10:00 a.m.** local time on **Thursday, October 27, 2016** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Board reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Board believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Board. The Board also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Road Commission to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

CONTRACT EXECUTION

The Bidders to whom the contracts are awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Board and furnish proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory proof of insurance will be considered cause for annulment of award.

PAYMENTS TO CONTRACTOR

The Contractor shall invoice the Monroe County Road Commission for their work on the contract. Each invoice shall contain, at a minimum, the following information: date(s) of service, road(s) worked on, total hours worked on each road and the unit price(s) for the equipment.

SCOPE OF WORK

The Board requests unit price bids for supplemental snow removal services for the 2016-2017 winter season on an as needed basis to supplement Road Commission forces in the event of long duration snowfalls, repeat snowfall events or unforeseen equipment shortages that require the use of supplemental snow removal services.

The Contractor would be responsible for snow removal only. The Road Commission will apply de-icing materials to the road when needed.

SPECIFICATIONS

1. The District Supervisor or another authorized Road Commission employee will notify each contractor when services are to be rendered. The Contractor shall not start work prior to receiving notification from the Road Commission.
2. The Contractor will be required to commence operations within 12 hours after notification from the Road Commission.
3. The Contractor will work with Road Commission forces on local and primary roads in Monroe County under the direct supervision of a Road Commission supervisor or crew leader.
4. Equipment provided shall be dump trucks with a ten foot wide snowplow or underbody scraper, loaders, graders or other snow removal equipment approved by the Road Commission.
5. Unit prices for the equipment shall include all costs to furnish and operate the equipment including, but not limited to, operator wages, equipment, equipment maintenance and repairs, insurance and fuel.
6. The Contractor will be guaranteed a minimum of 8 hours of work for each time they are notified to provide supplemental snow removal services.

TRAFFIC CONTROL

All snow removal activities shall be conducted in a manner that will not create a hazard to nor hinder, restrict or impede traffic. The Contractor's equipment shall have an amber rotating or strobe warning light visible 360 degrees to the motoring public.

SAFETY

The Contractor shall comply with all applicable requirements regarding the operation of a motor vehicle upon a public highway. The Contractor shall maintain all equipment in a safe operating condition, and any defective equipment shall be removed from service until proper repairs are made after which the equipment may be returned to service. The Contractor's employees shall operate all equipment in compliance with all applicable State of Michigan statutes and regulations including, but not limited to, the Motor Vehicle Code.

DAMAGE TO PROPERTY

The Road Commission will not be liable for damage to any property due to the Contractor's negligence. The Contractor shall take all necessary precautions to prevent damage to public and private property such as, but not limited to, mailboxes, mailbox posts, sod, irrigation systems, street lighting, utilities, sidewalks and gravel shoulders. Upon notification from the property owner, the Road Commission will inspect the claim and notify the Contractor of any damages that are the result of the Contractor's work. The Contractor shall repair or replace any damage that is attributed to their work. If the Contractor fails to repair or replace any damaged areas, the Road Commission will repair or replace the damaged areas and deduct the amount from the Contractor's payment or invoice the Contractor for the work.

CANCELLATION OF CONTRACT

The Road Commission reserves the right to cancel any contract for unsatisfactory or unsafe work by the Contractor. Upon the first occurrence of unsatisfactory or unsafe work, the Road Commission will arrange for a meeting and issue a written warning of possible contract termination to the Contractor. Upon a second occurrence of unsatisfactory or unsafe work, a written notice of contract termination will be sent to the Contractor.

ASSIGNMENT CLAUSE

The contract between the Monroe County Road Commission and the Contractor may not be assigned to a third party without the written consent of the Monroe County Road Commission.

DISPUTES

The Managing Director's written decision on any question arising under the contract between the Board and Contractor shall be final and binding upon both the Board and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Michigan Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

BOARD RESPONSIBILITY

The Board shall not be responsible for failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions.

INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

- A. **Indemnification.** The Contractor must hold harmless, indemnify, defend and represent the Board and its officers, agents and employees against any and all claims for bodily injury or property damage, or any other claim arising out of performance of the work on this contract. The Contractor will not be responsible for claims that result from the sole negligence or willful acts of said indemnitee.
- B. **Workers' Compensation Insurance.** The Contractor must carry the necessary Workers' Compensation Insurance and submit a certification that it carries Workers' Compensation to the Board.
- C. **Bodily Injury and Property Damage.** The Contractor must carry adequate insurance, satisfactory to the Board, to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be submitted to the Board.

- 1. **General Liability, Bodily Injury and Property Damage.** The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- 2. **Automobile Liability, Bodily Injury and Property Damage.** The Contractor must provide the following minimum limits of property damage and bodily injury liability:

Bodily Injury and Property Damage Liability:	
Each Person	\$500,000
Each Occurrence	\$1,000,000

Property Damage Liability:	
Each Occurrence	\$1,000,000

Combined Single Limit for Bodily Injury and Property Damage Liability:	
Each Occurrence	\$2,000,000

- 3. **Umbrella Policy.** The Contractor may meet the requirements of above minimum limits of bodily injury and property damage liability through an umbrella policy.

- D. **Additional Insured and Endorsement.** The Bodily Injury and Property Damage Policy must include the following endorsements, verbatim:

“Additional Insured: The Board of County Road Commissioners of the County of Monroe, the Monroe County Road Commission and its officers, agents and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

- E. **Notice.** The Contractor must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced, and must not resume operations until new issuance is in force.
- F. **Reports.** The Contractor or insurance carrier shall report to the Board any claims received, inspections made and the disposition of claims. The Board will withhold final payment release until either the Contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Board.

COMMUNICATIONS

Any questions regarding this bid shall be directed to the Monroe County Road Commission's purchasing agent listed below:

Name: Christine Herron
Phone: 734-240-5109
Email: Cherron@mcrc-mi.org

**MONROE COUNTY ROAD COMMISSION
UNIT PRICE CONTRACT
2016-2017 SUPPLEMENTAL SNOW REMOVAL SERVICES**

TO: Board of County Road Commissioners of Monroe County, Michigan

The undersigned, having full knowledge of the proposal and specifications for the **2016-2017 Supplemental Snow Removal Services** including Bidders' Addenda _____ and the conditions of these Contract Documents, hereby agrees to furnish all labor, equipment, transportation and incidentals necessary to perform the Work as specified in the Instructions to Bidders and General Provisions at the unit prices named below:

Description of Equipment	Make & Model	Equipment Year	Hourly Rate with Operator
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

The terms used in this Bid, which are defined in subsection 101.03 of the Michigan Department of Transportation 2012 Standard Specifications of the Construction, have the meanings assigned to them in the Standard Specifications for Construction.

SUBMITTED on: _____, 2016