



MONROE COUNTY
R O A D
COMMISSION

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

PROPOSAL

FOR

2018 SUPPLEMENTAL HEAVY EQUIPMENT SERVICES

BID OPENING:

Tuesday, November 7, 2017 at 10:00 a.m.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF MONROE

Paul Iacoangeli, Chairman
Dan Minton, Vice Chairman
Stephen J. Pace, Member
Charles A. Londo, Member
Greg W. Stewart, 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 **Tuesday, November 7, 2017** at their office located at 840 South Telegraph Road, Monroe, Michigan, 48161 for the following:

- Aggregates
- Plastic Pipe
- Corrugated Metal Pipe
- Reinforced Concrete Pipe
- Supplemental Heavy Equipment Services - All Seasons

Bids will be publicly opened and read aloud by the Bid Committee at 10:00 a.m. Proposals may be 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
2018 SUPPLEMENTAL HEAVY EQUIPMENT SERVICES**

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

FOR: 2018 Supplemental Heavy Equipment 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 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 2018 Supplemental Heavy Equipment 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 **Tuesday, November 7, 2017** at which time they will be publicly opened and read aloud.

ACCEPTANCE AND/OR REJECTION OF BIDS

The Board reserves the right to accept, reject and/or modify any or all bids, to waive irregularities therein, and to make the award in any manner deemed to be in the best interest of the Monroe County Road Commission.

TITLE VI ASSURANCE

The Monroe County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereby notifies all bidders that it assures that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.

PROHIBITION OF DISCRIMINATION

In accordance with Act No. 453, Public Acts of 1976, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor and subcontractors hereby agree not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

CONTRACT TERM

The term of the Contract shall be from January 1, 2018 to December 31, 2018.

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 heavy equipment services with operator on an as needed basis to supplement the Road Commission forces in the event of unforeseen equipment shortages that require the use of supplemental heavy equipment services. This includes, but is not limited to, snow removal services and grader services.

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 for snow removal shall be dump trucks with a ten foot wide snow plow or underbody scraper, loaders, graders or other snow removal equipment approved by the Road Commission. The Contractor would be responsible to snow removal only. The Road Commission will apply de-icing materials to the road when needed.
5. The unit price for 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 heavy equipment services.

TRAFFIC CONTROL

All supplemental equipment service 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.

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.

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.

EXTENSION OF CONTRACT

Upon mutual agreement of both parties, the Board may extend the length of the Contract for up to three additional one-year terms. The pricing, terms, and conditions of the original contract will remain the same for any subsequent one-year extensions. Requests for a contract extension must be made in writing to the Director of Operations by October 1st.

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@mcr-c-mi.org

Additional Remarks: _____

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: _____, 2017