

**Board of County Road Commissioners
Montcalm County, Michigan**

GENERAL INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Board of County Road Commissioners for the County of Montcalm, State of Michigan, located at 619 W. Main Street, Stanton, MI 48888.

Refer to the “NOTICE TO BIDDERS” for the exact timing and for the identification of the bids as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

The Road Commission’s normal practice is to open and read the bids, which are then referred to the staff for tabulation and analysis. During this period, the files are closed until this action is complete. Generally this involves four or five days depending upon the nature of the bid. Copies of the bid tabulations are made available only after this time and upon request by mail or phone (989) 831-5285. After tabulations are completed, the bids will be presented to the Board at its next regularly scheduled meeting. The Board will review the bids and make a final determination.

1. All bids must be submitted on the Board’s blank form when provided. The bid shall be legibly prepared in ink or typewritten. Erasures or alterations must be initialed by the bidder.
2. Specifications and plans should not be returned with the bid unless otherwise stated therein.
3. Bid shall be mailed or delivered. It shall be in a sealed envelope and identified on the outside as to the bid concerned. **Faxed bids will NOT be accepted.**
4. Bids will not be accepted after the time designated for the opening of the bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of later delivery or non-delivery regardless of the manner he/she employs for the transmission thereof. Bids will be accepted at the Road Commission office on behalf of the Board at any time during normal business hours only.
5. It is understood that the Board of County Road Commissioners is a governmental unit and as such is exempt from the payment of all state and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidders, by execution of the bid form, thereby declares that the bid is made without collusion with any other person, firm or corporations and agrees to furnish all bid items in adherence with all Federal regulatory measures.
7. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid, which in the opinion of the Board may be most advantageous and in the best interest of the County. In case of error in the extension of prices in the bid or other mathematical error, the unit prices will govern.

8. Insurance Requirements: Upon request or notification of award, and prior to execution of the contract, the contractor shall have fourteen (14) days to submit to the Road Commission for Montcalm County a completed copy of their Certificate of Liability Insurance as evidence of the following specific requirements:

A. Indemnification: The contractor shall save harmless and indemnify the Michigan Department of Transportation and the Road Commission for Montcalm County as well as their officers, 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 and to the completion of the work all in accordance with the current Michigan Department of Transportation "Standard Specifications for Construction", Section No. 107.10.

1. **CERTIFICATE HOLDER block shall read: "Road Commission for Montcalm County, 619 W. Main Street, Stanton, Michigan 48888"**

2. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS block shall read: "Additional Insured: The Board of County Road Commissioners for Montcalm County, the Road Commission for Montcalm County and its officers, agents and employees, and the Michigan Department of Transportation".**

B. Workers' Compensation Insurance: The contractor shall carry Workers' Compensation Insurance of not less than the Statutory Limit.

C. Bodily Injury and Property Damage: The contractor will 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.

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.....\$1,000,000
Aggregate.....\$2,000,000

The insurance will include but not be limited to coverage for:

- a. Underground damage to facilities due to drilling and excavating with mechanical equipment, and
- b. Collapse or structural injury to structures due to blasting or explosion, 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 provision, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury 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

- D. Comprehensive General Liability Insurance naming the MDOT, Road Commission for Montcalm County, its commissioners, officers, agents and employees as an "Additional Insured" is required as shown above. This policy shall also include coverage for product liability and completed operations, and bodily or property damage due to perils of explosion, collapse and underground hazards, XCU. The completed certificate shall provide the name of the insurance company and its address, phone number, and fax number, in addition to the policy numbers, policy periods, policy descriptions, and signature of the insurance agent.
- E. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and in behalf of the Road Commission for Montcalm County, its commissioners, officials, agents and employees, and all agencies specifically named below, and their employees, a policy for Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's public Liability Insurance.

The agencies specifically named are the Michigan Department of Transportation, the Road Commission for Montcalm County, and the Board of County Road Commissioners for Montcalm County.

9. Cancellation of Contract Provisions:

The Road Commission for Montcalm County shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the contractor's work results in any non-acceptable maintenance condition of one or all specified areas. The designated representative at the time of the **first** circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue. If the condition should repeat for a **second** time, written notice of termination shall be sent.

10. Presumption upon Receipt of Bid:

Submission of bid will be construed as a conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all stipulations and requirements contained therein.

11. Contractor and Contractor's Subcontractor:

Neither the contractor nor his/her subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

Questions concerning specifications may be directed to Mark Christensen, Superintendent, at (989) 831-5285.