INSTRUCTIONS TO BIDDERS: This Proposal shall be legibly prepared with ink. UNIT PRICES, and LUMP SUM BIDS when called for on the itemized bid sheet, shall be entered with ink, in the Unit Price column. The unit prices as stated will govern in determining the correct total of bid. If a unit price already entered by the bidder on the bid sheet is to be altered, it shall be crossed out with ink, the new unit price entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price prepared with pencil or omitted will be rejected. Failure to fill in the extensions and the total may invalidate the Proposal.

Signatures must comply with section 102.05 and 102.06 of the current Standard Specifications for Construction of the Michigan Department of Transportation to which attention is particularly directed.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF ST. CLAIR

PROPOSAL
FOR

CONTRACTOR EQUIPMENT RENTAL SERVICES WITH AND WITHOUT OPERATOR, OUR JOB SITE

BIDS WILL BE OPENED AT 1:00 p.m., local prevailing time, TUESDAY, JANUARY 12, 2027.

TO: Board of County Road Commissioners
of the County of St. Clair
21 Airport Drive
St. Clair, MI 48079

Sirs: The undersigned has examined the plans, specifications and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary labor, machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified herein, and, for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the plans therefore and in strict conformity with the requirements of the current Standard Specifications for Construction of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Road Commission, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

The contractor is to complete and submit the attached BIDDER INFORMATION SHEET and the SUMMARY OF EXPERIENCE as part of their proposal to be an eligible bidder. If the contractor has two (2) or more years of experience with the St. Clair County Road Commission, they may omit this requirement.

GENERAL

All work under this contract shall conform to the Michigan Department of Transportation's current Standard Specifications for Construction.

PROTECTION AND RESTORATION OF PROPERTY

The contractor shall restore, at their expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations, the Managing Director may, after 48 hours notice to the contractor, proceed to make such repairs or restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.

CONTRACTOR RESPONSIBILITY FOR WORK

The contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at their own expense, all injuries and damages to any portion of that work by the action of the elements or from any cause whatsoever prior to its acceptance.

UTILITIES

It shall be the responsibility of the contractor to protect utilities at all times which are shown on the plans, designated by the Engineer or encountered during the contract.
The contractor shall notify the owners of the utilities as to their starting date of construction, and the contractor shall conduct their operations so as to interfere as little as possible with utilities or any public authority on or near the work.

FAIR EMPLOYMENT PRACTICES

The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color, religion, national origin, ancestry, sex, height, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act No. 251 P.A. 1955, as amended)

FAILURE TO COMPLETE ON TIME

Should the contractor fail to complete the work on or before the final completion date specified in the proposal or on or before the extended final completion date determined as specified under Determination and Extension of Final Completion Date, 108.08c, of the Standard Specifications, there shall be deducted from any monies due or to become due the contractor for each calendar day that the work shall remain incomplete, the applicable sum set forth in the following schedule, except as otherwise provided therein. This sum shall not be considered a penalty but as liquidated damages due the County from the contractor for his failure to complete the work within the specified time which the parties agree is a reasonable preestimate of the damages which will be sustained by the County.

SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount		Liquidated Damages
From more than:	To and including:	Per Calendar Day:
0	0	0

AWARD OF CONTRACT

The Road Commission may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the Road Commission.

MEASUREMENTS AND PAYMENTS

Payment for idle equipment and labor

In the event that machinery or equipment is idled due to the failure of the Road Commission to properly provide for the Contractor to proceed with the performance of the work in accordance with the terms of the contract, payment WILL NOT be allowed on a rental basis of the idle equipment.

In the event that labor is idled due to the failure of the Road Commission to properly provide for the Contractor to proceed with the performance of the work within the terms of their contract payment WILL NOT be allowed.

COMPLETED WORK

Partial payments will be made monthly on the basis of the value of work completed to date, less the percentage retained, providing the work is progressing in accordance with the progress schedule.

DAMAGE LIABILITY AND INSURANCE

The Contractor shall hold harmless and indemnify the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents against all claims for damage to public or private property and for injuries to persons arising out of and/or during the work contemplated by the contract to be executed. The contractor shall, prior to execution of the contract, file with the Road Commission a certificate that they carry Worker's Compensation Insurance which the Contractor will keep in force for the duration of the contract.

The Contractor, prior to execution of the contract, shall file with the Road Commission copies of completed certificates of insurance, as evidence that they carry adequate insurance satisfactory to the Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of the work, and where specified in the proposal, similar insurance to protect the owner of premises on or near where construction operations are to be performed.

All insurance policies and certificates must name the St. Clair County Road Commission, its Commissioners, officers, directors, employees and agents as additional insured. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement). All insurance policies must also include an endorsement providing 30 days prior written notice to the Road Commission of cancellation, termination, nonrenewal or reduction of coverage. The Contractor shall cease operation on the occurrence of any such cancellation, termination, nonrenewal or reduction of coverage, and shall not resume operations until new insurance is in force.

General Liability

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	$1,000,000 Each Occurrence
Property Damage	$1,000,000 Aggregate

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapses or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

Owners Protective Liability

As an alternative to General Liability, you may provide Owner's Protective Liability. Bodily injury and property damage protection shall be extended to the Road Commission; and, where indicated by the identity of the contracting parties, the protection shall be extended to all participating political subdivision and political corporations.

Automobile Liability

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		$1,000,000 per Accident
Michigan No-Fault	-	Personal Injury Protection
		Property Protection Indemnity

St. Clair County Road Commission
Proposal
Contractor Equipment Rental

Sealed bids will be received at the office of the Board of County Road Commissioners of the County of St. Clair, 21 Airport Drive, St. Clair, MI, 48079, until 1:00 p.m., local prevailing time, TUESDAY, JANUARY 12, 2027 for furnishing 2027 requirements of the above service.

Please submit on this form hourly rental rates for the various pieces of equipment that you have available for rental to the Road Commission with and/or without your operator. PRICE IS COMPLETE TRANSPORTED TO ANY JOB SITE within St. Clair County.

Awards of these contracts will be on a job-to-job basis and consideration will be based on past performance, price and availability.

Certificate of Insurance must be provided upon execution of a contract and shall be in accordance with the attached form. It is suggested that a current certificate be kept on file with the Road Commission and be submitted with this bid.

Type of Equipment	Make	Model	Capacity or Size	Hourly Rate With Operator	Hourly Rate Without Operator

Statement of availability if any restrictions_____

St. Clair County Road Commission
Proposal - Contractor Equipment Rental
ALTERNATE BID - WINTER MAINTENANCE EQUIPMENT - WINTER STORM USE

MINIMUM REQUIREMENTS:

I. Dump Truck - 25,000 to 30,000 lbs. G.V.W. with Operator
Supplemental Equipment on Dump Truck
a) Underbody Scraper with Power Swing
b) Tailgate or "V" Box Salt Spreader in good working order which can be calibrated
c) Front-Mounted Straight or "V" Plow
d) Overhead Plow Lights & Rearend Sander Light
e) Amber Roto-Beam (strobe preferred)
f) Cell phone communication

II. Motor Grader - 28,000 to 30,000 G.V.W. with Operator
Grader or tractor with straight or "V" plow with Operator
Front End Loader

If the above equipment is not immediately available, please quote rates if you are interested and indicate what the availability may be.

I. DUMP TRUCK

Make	Model	Year	Capacity/Size	Hourly Rate W/Operator
____	_____	____	_____	_____
____	_____	____	_____	_____
____	_____	____	_____	_____

SUPPLEMENTAL EQUIPMENT - List your availability
a)
b)
c)
d)
e)
f)

SUPPLEMENTAL EQUIPMENT - LUMP SUM: _____

	Hourly Rate W/Operator
II. Motor Grader (28,000 to 30,000 G.V.W.)	_____
Grader or tractor with straight "V" plow	_____
Front End Loader	_____

MUTUAL EXTENSION CLAUSE:

This bid, by mutual agreement of both parties, may be extended for a one-year or a two-year period, not to exceed a maximum of two additional years. The Road Commission has the right to reject a third-year extension based on an unsatisfactory contractor evaluation. Jointly awarded bids will not be considered for extension. Requests for contract extensions must be in writing and received by the Road Commission no later than October 31st of each year.

RIGHT TO REJECT:

The Road Commission may award bids in whole or parts thereof, reserve the right to reject any and all proposals, waive irregularities in any bid and make award in any manner deemed in the best interest of the Road Commission.

ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE COMPANY TO ITS CONTENTS. THIS PROPOSAL IS BINDING ON THE COMPANY SUBMITTING THE PROPOSAL FOR A PERIOD OF 30 DAYS AFTER THE DUE DATE FOR SUBMISSIONS AND MAY NOT BE WITHDRAWN FOR ANY REASON DURING SUCH 30-DAY PERIOD. IN THE EVENT A COMPANY SUBMITTING A PROPOSAL ATTEMPTS TO WITHDRAW IT DURING THE 30-DAY PERIOD AND WOULD BE THE SUCCESSFUL BIDDER OR IF A COMPANY REFUSES TO HONOR ITS BID AFTER AWARD BY THE ROAD COMMISSION, IN SUCH EVENT, THE COMPANY WILL BE RESPONSIBLE FOR ANY INCREASED COST INCURRED BY THE ROAD COMMISION DUE TO REBIDDING OR AN AWARD AT A HIGHER PRICE. IF PROVIDED, ROAD COMMISSION PROPOSAL FORMS MUST BE USED. ANY ALTERATIONS TO THIS FORM WILL RENDER THE PROPOSAL VOID. IF ADDITIONAL OR CHANGED INFORMATION IS NEEDED, IT MUST BE DONE USING AN ATTACHED SHEET AND MARKED AS SUCH.

Name:_____
(Signature)

Name:_____
(Typed or Printed)

Title: _____

Company Name:_____

Address: _____

_____

Telephone: _____

Fax Number: _____

E-mail Address:_____

Date: _____