

## **INSTRUCTIONS/PROVISIONS FOR BIDDER**

### **15 INCH BRUSH CHIPPER**

**BID SUBMITTAL DEADLINE:** the **Bid Submittal Deadline is 2:00 P.M., TUESDAY, AUGUST 23, 2011.** Bids must be submitted in sealed envelopes and should be properly identified with the bid name and name of bidder. Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Calhoun County Road Commission (CCRC) office before the Bid Submittal Deadline.

The Bid Opening will be held at **2:00 P.M., TUESDAY, AUGUST 23, 2011,** at the Calhoun County Road Commission, 13300 15 Mile Road, Marshall, Michigan.

CCRC's Contract Administrator is **Paul Adams, Supervisor.** He can be contacted at 269/781-9841, extension 229, Monday through Thursday between the hours of 6 a.m. and 4 p.m.

**INFORMED BIDDERS:** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS:** Bids not received by the Bid Submittal Deadline are late. Late bids will remain unopened.

**CANCELLATION OF CONTRACT:** The Calhoun County Road Commission may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. CCRC may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of CCRC and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel the contract without prior written consent of the Calhoun County Road Commission.

If the contract with the bid holder is cancelled for any reason, CCRC reserves the right to award the bid to the next lowest bidder, provided they are interested and their bid prices remain the same as in their original bid.

**FORMATION OF CONTRACT:** Bidder's signed bid and CCRC's written acceptance shall constitute a binding contract.

**HOLD HARMLESS:** Successful Bidder agrees to indemnify, defend, and hold harmless CCRC, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under this contract. The amount and

type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

**PROTECTION OF PUBLIC:** Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**REJECTION OF WORK:** Contractor agrees that CCRC has the right to make all final determinations as to whether the work has been satisfactorily completed.

**INSURANCE:** Proof of insurance shall be on file at the CCRC Office before any work can begin. Certificate must state that the certificate holder is named additional insured and that the certificate holder be named as follows: Calhoun County Road Commission, Board of Calhoun County Road Commissioners, its officers, agents and employees, 13300 15 Mile Road, Marshall, Michigan 49068.

The successful bidder shall at all times during this agreement maintain in full force and effect the following types of insurance in at least the limits specified:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Liability	\$300,000 each occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$200,000 each occurrence \$1,000,000 aggregate