INVITATION TO BID

Bids will be received by the Oceana County Road Commission, 3501 W. Polk Rd, P.O. Box 112, Hart, MI 49420 on Thursday November 12 at 2:00 PM, at which time they will be publicly opened and read.

Contract: MDOT Carpool Lot and Rothbury Rest Area Winter Maintenance

Contractors bidding can contact Kurt Fritz – MDOT Coordinator at 616-690-0304, with questions or concerns pertaining to the contract and or its language.

Bids shall be received by the Oceana County Road Commission, 3501 W. Polk Rd, P.O. Box 112, Hart, MI 49420 by mail, in person, or emailed to clerk@oceanacrc.org.

Bids delivered in person or by mail must be in a **sealed** envelope plainly marked "**Winter Carpool lot and Rest Area Plowing**"

MDOT and the Oceana County Road Commission reserve the right to reject any and all proposals and or to waive irregularities therein, and to accept any Proposals which may be most advantageous and in the best interest of the County. This contract will be considered for award on **Wednesday November 25, 2026.**

Oceana County Road Commission

By: Mark Timmer, Managing Director

INSTRUCTION TO BIDDERS

Proposals will be opened at the offices of the Oceana County Road Commission, 3501 W. Polk Rd, P.O. Box 112, Hart, MI 49420.

Refer to the **I. General Provisions and II. Technical Specifications** for the exact timing and for the identification of the bid 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 Oceana County Road Commission's process is to open and read the proposals and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at clerk@oceanacrc.org.

1. All bids must be submitted to OCRC. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent. Bids may also be submitted electronically to clerk@oceanacrc.org.

2. Specifications and plans should not be returned with bid, unless otherwise stated herein.

3. Proposals will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of proposals prior to the appointed time for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.

4. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any proposal which is not properly addressed, delivered, or identified.

5. It is understood OCRC 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 respondent, by submission of a proposal, declares the proposal is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, state and local laws, regulations, codes and ordinances.

7. OCRC reserves the right to reject any and all proposals, to waive any irregularities therein, and to accept any proposal which, in the opinion of the Board and or Staff may be most advantageous and in the best interest of the Oceana County Road Commission. In case of error, in the extension of prices in the proposal or other arithmetical error, the unit prices will govern.

I. General Provisions for Contract:

It is the intent of the Oceana County Road Commission to contract winter maintenance plowing services for the MDOT carpool lots and the Rothbury Rest Area located in Oceana County. Contract period will be December 1, 2026 through December 31st, 2029.

A. Scope

Bid will include all labor, transportation, materials, and equipment necessary for winter maintenance and snow removal services at the MDOT carpool lots and Rest Area for the following areas listed under **B. Locations**. Lots and Rest Area are to be plowed when there is an accumulation of 3" or more of snow, or as directed by OCRC Staff. Bid price will be a **Unit Price for Plowing All Three Locations One Time.**

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B. Locations

DESCRIPTION:	**LOCATION:**
1. Rothbury Rest Area	Northbound US 31 at Rothbury
2. M20 Carpool Lot	M20 East of US 31 North Side of Road
3. Hart Carpool Lot	Polk Rd West of US 31 North Side of Road

C. Contract Award

1. Award to be made to a bidder that is the lowest responsible and responsive bidder in its entirety by OCRC. OCRC reserves the right to award the contract to one or two contractors.

2. Upon written notification of contract award by OCRC, the contractor shall submit all required insurance certificates, and other documentation as may be requested or required hereunder. Upon their receipt, and subsequent approval by OCRC, the Administrator will forward to the Contractor a written Notice to Proceed with an executed copy of the contract. Work shall not be started until such Notice to Proceed is received by the Contractor.

3. The responses to the Invitation to Bid will be evaluated based upon the bidder's current ability to provide the highest level of service that meets the requirements and goals of this Invitation to Bid and the needs of the OCRC. Award will be made to the responsive and responsible bidder who offers the best value to OCRC.

D. Work Schedule:

1. The Contractor is permitted to work 7 days a week 24 hours a day

2. Work must be coordinated with MDOT and or OCRC.

3. Contractor will commence work within 5 hours of call-in from an OCRC representative.

E. Payment

1. All contractor work must be accomplished per specifications herein to the satisfaction of the OCRC designated representative prior to payment for services. Daily inspections for compliance with contract specifications shall be performed by OCRC.

2. Contractor shall furnish to OCRC an invoice in duplicate for services rendered every two weeks. The billing shall contain, if applicable, adjustments for approved additions, deletions, or changes in services. The OCRC will pay the invoiced amount every two weeks.

F. Contract Administrators

Mark Timmer
Managing Director
Oceana County Road Commission
231-873-4226 Office

Jeff Balkema
Road Maintenance Superintendent
Oceana County Road Commission
231-873-4226 Office

In case of an emergency, and you are unable to reach OCRC, please contact Kurt @ MDOT below:

Kurt Fritz
Maintenance Coordinator – Muskegon
Michigan Department of Transportation
(616) 690-0304 fritzk@michigan.gov

G. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Oceana County Road Commission and its agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2012 Michigan Department of Transportation's "Standard Specifications for Construction", Division 1, paragraph 1.07.10 with the following minimum requirements:

   Workman's Compensation Statutory Coverage

   Bodily Injury and Property Damage Other Than Automobile:
   Each Occurrence $1,000,000 Aggregate
   $2,000,000
   Bodily Injury Liability and Property Damage Liability Automobile:
   Bodily Injury Liability $500,000 Each Person, Each Occurrence $1,000,000 Property Damage Liability $1,000,000 Each Occurrence

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

Insurance Certificate declaring Oceana County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.

2. Contractor shall maintain current up-to-date insurance coverage during the term of the contract and failure to do so shall result in termination of said contract.

3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

H. "The OCRC, 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, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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 gender, disability, race, color, or national origin in consideration for an award."

II. Technical Specifications

A. Contractor's General Responsibilities & Requirements

- Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered during the course of work.

- Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to remove snow.

- Contractor shall provide a crew sufficient to properly clear and clean the site.

- Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.

- Contractor shall provide and maintain to their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for snow removal.

- PPE shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

- He/she shall contact the Contract Administrator immediately of any significant changes in the work or deviations from the contract documents caused thereby.

B. Supervision, Employee Qualification, and Training

1. Supervision

A. The contractor shall designate a qualified supervisor as the contractor's representative. The supervisor shall have full authority to act on behalf of the contractor and all communications given to the supervisor shall be as binding as is given to the contractor. The supervisor shall be present on the site as required to perform adequate supervision and coordination of the work. The Supervisor shall have a valid driver's license. **The contractor shall be responsible for the quality and standards of workmanship completed under this contract.**

C. Contractor Status

1. The contractor and his/her employees at all times shall be considered as an independent contractor and not as OCRC employees. As an independent contractor, the Contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from OCRC.

2. The contactor shall exercise all supervisory control and general control over all day-to- day operations of his/her employees including control over all workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, if applicable and shall discipline employees as needed, including firing and hiring.

D. Cancellation

1. The OCRC reserves the right to cancel the contract by giving seven (7) days' written notice to the contractor. If cancellation is for default of contract due to non-performance, the contract may be canceled without notice.
2. The contractor may cancel the contract by giving the OCRC thirty (30) days' written notice of such intention.

3. All notices are effective upon date of mailing.

E. Changes and/or Contract Modifications

1. The OCRC reserves the right to increase or decrease services, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension, if applicable, thereof.

F. Default

1. Non-Acceptable conditions

Should an inspection by the OCRC reveal that the contractor's work results in any non-acceptable maintenance condition the following remedies will be applied:

a. The OCRC at the time of the first circumstance shall call for a meeting with the contractor to review the conditions.

b. Should a second related or unrelated non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.

c. Should a third related or unrelated non-acceptable condition develop, a written notice of termination will be sent to the contractor.

G. Laws, Ordinances and Regulations

1. The contractor shall keep himself/herself fully informed and shall comply with all local, state and federal laws, ordinances, and regulations.

H. Time and Progress

1. It is understood and agreed that "time is of the essence" in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable periods of time.

I. Equipment & Materials Inspection

1. The administrator shall have the right to inspect all equipment and materials which is to be used in carrying out the terms of this contract. Any such equipment or materials, which do not comply with local, state and federal codes or with this contract, may be rejected.

NOTE: Questions concerning specifications should be directed to Kurt Fritz, MDOT Maintenance Coordinator - Muskegon at (616) 690-0304.

Bid Pricing Sheet for
Contract: MDOT Carpool Lot and Rothbury Rest Area Winter Maintenance

(Snow removal Services in MDOT Muskegon TSC Coverage area Oceana County)

Unit Price for Plowing All Three Locations One Time **Cost per Plowing**

$_____

Company Name_____

Company Address_____

Telephone Number _____Fax #_____

Contact Name_____

Email_____

Authorized Signature and Title

_____

Written typed/printed

Date_____

Federal Employer ID# or Social Security #_____