

SUMMARY

NOTICE TO BIDDERS

ST. CLAIR COUNTY, MICHIGAN

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, Michigan 48079, until 1:00 p.m., WEDNESDAY, MARCH 7, 2012 for the following:

The leased operation and management of the St Clair County Road Commission Marine City Lower Yard located at 1769 South Parker Street, Marine City, MI.

Proposals, bid forms and other information are available at the office of the Road Commission at 21 Airport Drive, St. Clair, MI (810-364-5720). Proposals and specifications may also be obtained from the Road Commission Web Site at www.sccrc-roads.org. It shall be the bidder's responsibility to print out the proposal in its entirety and submit the completed bid proposal to the Road Commission office in a sealed envelope plainly marked with the bid contents by the time and date as shown above. Bid failing to meet these requirements will not be considered. NO PROPOSAL SHALL BE ACCEPTED BY E-MAIL.

This is a public bid opening. Results (bid tabulations) will be posted on our website.

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

Timothy J. LaLonde, Chairman

To be published: Times Herald – February 3, 2012

REQUEST FOR BIDS

ST. CLAIR COUNTY ROAD COMMISSION
ST. CLAIR, MICHIGAN

The St. Clair County Road Commission is requesting bids for the leased operation and management of the St. Clair County Road Commission Marine City Lower Yard located at 1769 South Parker Street, Marine City, Michigan. The parcel has approximately 469' of frontage on the St. Clair River as indicated on the enclosed map.

The facility is currently used for the storage and distribution of aggregate, rock salt and calcium chloride. Current operation consists of contract limestone haul of approximately 74,500 tons per year, salt storage of approximately 2,300 tons and chloride storage of approximately 24,000 gallons. The Lower Yard shall continue to be used for the storage and shipment of dry bulk commodities.

Bids are to include provisions to continue the Road Commission's annual limestone haul and must provide access to the Road Commission to the salt storage and chloride storage areas on a 24 hour a day basis without interruption. The terms and information requested on the attached list should be integrated in the bid.

The Board of Road Commissioners of the County of St. Clair reserves the right to reject any or all bids and to waive irregularities in any bid. A meeting will be held Wednesday, February 22, 2012, at 1:00 p.m. at the St. Clair County Road Commission Central Service Center to discuss any questions regarding the request for bids. The Board of Road Commissioners of the County of St. Clair reserves the right to accept the bid they deem in the best interest of the St. Clair County Road Commission or to reject all bids.

Bids must be received in the offices of the St. Clair County Road Commission, 21 Airport Drive, St. Clair, MI no later than Wednesday, March 7, 2012 at 1:00 p.m.

Bid to include the following:

- Lessor: St. Clair County Road Commission
- Property to be leased: 1769 South Parker Street, Marine City, Michigan 48039
- Term of lease: September 21, 2012 through September 20, 2017
- Property shall be used and occupied only for storage and shipment of dry bulk commodities
- Lessor may in its sole discretion with or without cause terminate the lease, in writing, anytime after the first two years of the term of the lease.
- The terms of the lease shall be in a form prepared by the Lessor's legal counsel
- Lessor may terminate the lease within twenty-four hours of written notice, at any time during the term of the lease, if the lessee fails to pay any installment of rent when due
- Lessee will submit amount of annual payment to lessor for lease of property, to be paid in equal monthly installments on the 10th day of each calendar month
- If the lessee chooses to use the lessor owned truck scale, repairs, maintenance and certification of the truck scale will be the responsibility of the lessee
- Lessee must meet the insurance requirement of the lessor as follows:

General Liability

Bodily Injury Liability	\$5,000,000.00	Each Occurrence
	\$5,000,000.00	Aggregate

Property Damage	\$5,000,000.00	Each Occurrence
	\$5,000,000.00	Aggregate

or \$5,000,000.00 Combined single limit for Bodily Injury and Property Damage. The lessee shall name the St. Clair County Road Commission, its Commissioners, its Agents, and its Employees as additional insured on any general comprehensive liability insurance or commercial general liability insurance. A blanket additional insured endorsement must be attached (which may also include the Contractor's Xtend endorsement).

- At no time will the property be sublet to a third party
- Should the lessee's company be sold, the lease agreement will transfer to the purchasing company or, at the option of the lessor, the lease may be terminated
- Lessee shall provide a Homeland Security Facility Plan and implement the plan with Homeland Security and/or the Coast Guard.
- Dock security and security equipment will be the sole responsibility of the lessee
- Lessee will be responsible for dust control and must ensure that sediment does not leave the site
- Lessee must abide by all local, state and federal laws and regulations
- Lessee must ensure the availability of adequate space on the dock for the Lessor or the Lessor's contractor to conduct the annual limestone haul
- Lessor must be provided access to the property at all times
- Lessor must be provided an area to stockpile materials for emergency use
- Lessee is responsible for utility bills for services used by lessee

- Lessee will be responsible for any necessary repairs or alterations
- Lessor will provide a baseline environmental assessment to be used when assessing future liability of lessee for environmental issues
- Lessee will keep the property reasonably clean and free of hazardous conditions
- The lessee shall indemnify and hold harmless the lessor for all occurrences resulting from the lessee's use of the property
- Prior to the termination of the lease, lessee shall restore the property to its original condition

Annual rent to lease dock \$ _____

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. 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: _____

