



Newaygo County Road Commission

935 EAST ONE MILE ROAD
WHITE CLOUD, MI 49349
Phone (231) 689-6682
Fax (231) 689-5994
www.newaygoroads.org

 Find Us On Facebook

NOTICE TO BIDDERS

Sealed bids will be received by the Board of County Road Commissioners of Newaygo County, at their office at 935 East One Mile Road, White Cloud, MI 49349, on Wednesday, March 25, 2020, until 8:00 a.m. for the following:

- Ice Control Sand
- 22A and 23A Gravel Supplied and Delivered
- Dust Control Material

Specifications and bid forms may be obtained at the office of the Newaygo County Road Commission during regular business hours or by visiting our website at www.newaygoroads.org

All proposals must be on Road Commission furnished bid forms and submitted in sealed envelopes, plainly marked as to item bid and shall bear the name of the bidder.

The Newaygo County Road Commission hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color or national origin in consideration for an award.

The Board reserves the right to accept or reject any or all bids, to waive any irregularities in the bids and to make award in any manner they deem to be in the best interest of Newaygo County.

**BOARD OF COUNTY ROAD COMMISSIONERS
OF
NEWAYGO COUNTY**

Louis J. Meeuwenberg Chairman
William Gonyon, Vice-Chairman
Douglas Harmon, Commissioner

Specifications for Dust Control Services

It is the intent of the Newaygo County Road Commission to contract for the application of dust control services as needed on gravel roads in the townships of Newaygo County. The contractor shall furnish the well brine and all the equipment and labor required to apply the well brine on to the gravel roads.

General Specifications

A. Quantities:

1. Well brine will be applied "as needed" and gallons or applications may increase or decrease.

B. Applied:

1. The proposed application may cover roads in each of the 24 townships as designated in Newaygo County:
2. Each unit shall be equipped with a spray bar capable of spray width of 8', 10' and double 8'. The solution tank piping, solution pump and appurtenance of each delivery unit shall be maintained in a workable condition to avoid spills, loss of brine solution, or inconsistent application.
3. Applications shall be completed when the weather or road conditions permit. **Spraying or drizzling of chloride across asphalt pavement will not be allowed.**
4. The Newaygo County Road Commission assumes responsibility for preparing the road surface by scraping or by other means in advance of application operations to guarantee a reasonable smooth surface on which to apply the liquid solution. The Road Commission will assign a person to provide direction and coordination. Maps identifying the gravel roadways are available.
5. The solution shall be delivered and uniformly applied on Newaygo County gravel roads at the date, time and application rate, as directed by Newaygo County Road Commission.

C. Price:

1. Applied Material – The unit of measurement shall be per gallon FOB furnished and applied to designated roads in Newaygo County.
2. Payment for this material shall be made based on gallons.
3. Firm price for 2020 through November 1, 2020 must be bid.

D. Award of Bid:

1. Award will not be based on price only. Supplier must be qualified to apply brine in the months April - November. In addition, equipment response and material type time will be considered.
2. The Newaygo County Road Commission reserves the right to award this contract to more than one bidder, buying in the best interest of the County.

E The right is reserved by the Newaygo County Road Commission for other governmental agencies to Piggyback upon award.

F. Cancellation of Contract Provisions:

The Newaygo County Road Commission 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:

1. The NCRC’s designated representative at the time of the first circumstance shall call for a meeting with the Contractor or issue a written notice of possible Contract termination should the condition continue.
2. If the condition should repeat for a second time, or a second circumstance shall occur, the NCRC’s designated representative may issue a written notice of contract termination.
3. If contract is terminated prior to end of contract period, the contractor will not be allowed to rebid on the same contract.

G. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor / Engineer / Architect shall indemnify and hold harmless the Newaygo County Road Commission (or “Owner” or other designation used in the remainder of the Contract) 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 (or “Agreement” or other designation used in the remainder of the 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 / Engineer / Architect, 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” or most current edition, 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

2. Insurance Certificate declaring Newaygo County Road Commission as additional insured, not certificate holder, must be issued and shall become part of the contract.
3. 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.

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

H. Contract Term:

The Contract shall begin April 1, 2020, weather permitting, and The Newaygo County Road Commission reserves the right to renew the contract for two, one-year additional terms upon mutual agreement of both parties. Pricing, terms and conditions of the first year of the contract will remain the same for the two, one-year renewal options.

- I. 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 the stipulations and requirements contained therein.

- J. "The NCRC, 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."

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Newaygo County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive

possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Newaygo County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Newaygo County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Newaygo County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

Technical Specifications

- A. **A current copy of the material testing results from the supplier must be submitted with the bid and failure to do so may result in a rejection of the bid.**
- B. Analysis of a load may be ordered from a competent chemist in case of a disagreement in total chloride content, and such chemist's conclusions shall be final regarding acceptance of the given load.
- C. Tanks shall have been thoroughly cleaned before loading. Chloride showing foreign matter will be rejected.
- D. Copies of the Material Safety Data Sheet for the chlorides must be submitted upon award of bid

NOTE: Questions concerning specifications should be directed to Newaygo County Road Commission, at (231) 689-6682.

BID FORM — Dust Control Services

Due by: 8:00 a.m. on Wednesday, March 25, 2020

Submitted to: Newaygo County Road Commission
935 East One Mile Road
White Cloud, MI 49349

Dust Control Liquid Cost Per Gallon

Applied to various roads within Newaygo County \$ _____

Material being bid: _____

Is a copy of Material Test Included: _____

Firm Price Period: _____

Contractor Signature: _____

Printed Name and Title: _____

Company: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____