

# Specifications for Patching Material

It is the intent of the Newaygo County Road Commission to purchase all or part of its 2018-2019 requirements of bituminous cold patching materials from a selected source or sources.

## Scope:

1. Bituminous patching mixture as specifically defined by and numbered by Michigan Department of Transportation, as follows:  
CP-6 & CP-7
2. The intent of this specification is to obtain a cold patching mixture that will remain pliable and workable at a temperature of 15 degrees F. The mixture should also be suitable for placement during cold, damp, winter weather conditions and maintain its performance features for up to 12 months from the date of delivery when stored in an approved stockpile.

## GENERAL SPECIFICATIONS

### A. Standard Specifications:

Where the Standard Specifications are referred to, the Michigan Department of Transportation, the 2012 Standard Specifications for Construction shall be used, or most current edition.

### B. Quantities:

Quantities will be ordered on the "as needed" basis for the 2018-2019 season.

### C. Price:

1. F.O.B. Road Commission Garage Locations:
  - a. White Cloud facility  
935 East One Mile Road  
White Cloud, MI 49349
  - b. Newaygo facility  
8527 S. Mundy Ave.  
Newaygo, MI 49337
2. Firm price for 2018-2019 season requirements shall be bid.

### D. Invoices:

All invoices must identify material purchased as specified on the bid form.

### E. 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", 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.

**F. Renewal Options:**

The Road Commission reserves the right to renew the contract for one additional one year term, upon mutual agreement of both parties. Pricing, terms and conditions of the first year on contract will remain the same for the one year renewal period.

- G.** 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 of the stipulations and requirements contained therein.

- H.** "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, with regard to 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.

# BID FORM — Patching Materials

Due by: 8:00 a.m., Monday, March 12, 2018

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

## CP-6 or Equivalent

Cost per ton F.O.B. Road Commission Complexes -

White Cloud facility \$ \_\_\_\_\_

Newaygo facility \$ \_\_\_\_\_

Minimum delivery \_\_\_\_\_ tons

## CP-7 or Equivalent

Cost per ton F.O.B. Road Commission Complexes -

White Cloud facility \$ \_\_\_\_\_

Newaygo facility \$ \_\_\_\_\_

Minimum delivery \_\_\_\_\_ tons

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature and Title  
of Authorized Agent \_\_\_\_\_

written

typed/printed

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_