

## **SPECIFICATIONS FOR 22A GRAVEL**

The Newaygo County Road Commission is accepting bids for the supply and delivery of 22A spec. gravel in various quantities and locations as specified on the bid form within Newaygo County.

The quantities listed are estimates only and actual payment will be based on actual yards/tons delivered. By mutual agreement, the Newaygo County Road Commission reserves the right to extend contracts to other locations as long as contractor is in agreement. Furthermore, the Newaygo County Road Commission reserves the right to delete locations if deemed necessary and in the best interest of the Newaygo County Road Commission.

Gravel supplied from pits with scales shall be weighed and charged by ton per load ticket. Gravel supplied from pits without scales shall be delivered and charged by a mutual agreement with the contractor and the designated representative from the Newaygo County Road Commission.

The Newaygo County Road Commission is exempt from federal and state taxes.

Contractors are notified to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Advance inquiry may be made to the Road Commission Manager.

Material can be delivered in trains with tailgate spread with chains unless otherwise specified.

Bid will be awarded by Township.

Material must meet MDOT specifications and the Newaygo County Road Commission shall have the right to inspect and test any material and equipment to be used in carrying out the terms of this contract.

Materials, equipment, components or completed work not complying may be rejected by the Road Commission and shall be replaced by the contractor at no cost to the Road Commission.

The Road Commission does not assume any responsibility for the availability of any materials, equipment or components required under the contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract. Under no circumstances shall NCRC be responsible for any damage to the contractor's equipment due to obstacles encountered.

### **Minimum Insurance Requirements**

Contractors working in the road right-of-way must have a valid certificate of Auto Liability, Worker's Compensation and Commercial General Liability Insurance. Certificates shall be on file with the Newaygo County Road Commission before work begins.

#### **Minimum Requirements are:**

<b>Auto Liability</b>	<b>Limits</b>
Bodily Injury	\$1,000,000 per person/\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
Or	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Hired & Non-Owned Liability to be included	

**Comprehensive Commercial Limits**  
**General Liability** \$1,000,000 Bodily Injury and Property Damage Limit

**Workers Compensation Limits**  
Statutory coverage limits

Should the policy be canceled or expire; all activities authorized by the Road Commission shall cease.

## **INDEMNIFICATION**

### **1. General Information**

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, and damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract;
- b) any claim, demand, action, citation, or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;
- c) any claim, demand, action citation, or legal proceeding against the State, its employees and agents arising out of related to occurrences that the Contractor is required to insure against as provided for in this contract;
- d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State
- e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### **2. Patent/Copyright Infringement Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its departments, division, agencies, sections, commissions, officers, employees and agents from and against loses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements, costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any Untied States or

foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service, or if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

### 3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that great specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

### 4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions, which occurred prior to termination.