



Newaygo County Road Commission

935 EAST ONE MILE ROAD
WHITE CLOUD, MI 49349
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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 Monday, March 20, 2023, until 8:00 a.m. for the following:

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

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

William Gonyon, Chairman
Douglas Harmon, Vice-Chairman
Lee Fetterley, Commissioner

SPECIFICATIONS

REQUIREMENTS:

The Newaygo County Road Commission is accepting bids for the supply and delivery of 22A and 23A spec. gravel in various quantities ranging from 50 tons to 400 tons for each township within Newaygo County.

The quantities listed are estimates only and actual payment will be based on actual yards/tons delivered. 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 bid prices are to remain firm for one year from the date of the signed contract.

This bid by mutual agreement may be extended for two additional one-year terms.

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.

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.

Awarded contractor shall provide passing test results for all material supplied.

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:

Auto Liability	Limits
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 General Liability	Limits \$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 Untied 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.

BID FORM FOR GRAVEL PER SPECIFICIATIONS

Due by 8:00 a.m. on Monday, March 20, 2023

50-400 tons of 22A and 23A gravel supplied & delivered to various locations within said townships

	22A	23A		22A	23A
	price per ton	price per ton		price per ton	price per ton
Township			Township		
Ashland	\$ _____	\$ _____	Goodwell	\$ _____	\$ _____
Barton	\$ _____	\$ _____	Grant	\$ _____	\$ _____
Beaver	\$ _____	\$ _____	Home	\$ _____	\$ _____
Big Prairie	\$ _____	\$ _____	Lilley	\$ _____	\$ _____
Bridgeton	\$ _____	\$ _____	Lincoln	\$ _____	\$ _____
Brooks	\$ _____	\$ _____	Merrill	\$ _____	\$ _____
Croton	\$ _____	\$ _____	Monroe	\$ _____	\$ _____
Dayton	\$ _____	\$ _____	Norwich	\$ _____	\$ _____
Denver	\$ _____	\$ _____	Sheridan	\$ _____	\$ _____
Ensley	\$ _____	\$ _____	Sherman	\$ _____	\$ _____
Everett	\$ _____	\$ _____	Troy	\$ _____	\$ _____
Garfield	\$ _____	\$ _____	Wilcox	\$ _____	\$ _____

NAME OF BIDDER: _____

SIGNED: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____