

PROPOSAL FOR 2026-2027 CHLORIDE SAND
TUSCOLA COUNTY ROAD COMMISSION – 1733 S. MERTZ ROAD, CARO, MI 48723
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PROPOSAL FOR
2026-2027 CHLORIDE SAND

Letting Date – Thursday, September 10th, 2026 8:30 a.m.

Contractor: _____

Address: _____

Sign & Print: _____

Date: _____

Phone & Fax: _____

Email: _____

Chloride Sand (50 Ton minimum delivery)	Price per Ton
Delivered to Caro Garage 1733 S. Mertz Rd. Caro, MI 48723	\$
Delivered to Akron Garage 4387 Beach St. Akron, MI 48701	\$
Delivered to Deford Garage 5847 Bruce St. Deford, MI 48729	\$
Delivered to Vassar Garage 430 Kitelinger Rd. Vassar, MI 48768	\$

General:

The Contractor proposes to furnish Chloride Sand for the 2026-2027 winter season. Must be available Monday thru Friday. Delivered to the four (4) Tuscola County Road Commission Garages in 50 ton +/- increments upon request.

The following are to be returned back with bid: Copy of Signed Insurance, Signed Agreement, Signed ROW Permit and front page of RFP shall be enclosed.

TUSCOLA COUNTY ROAD COMMISSION

TITLE IV COMPLIANCE

APPENDIX A

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.
3. 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.
4. 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.
5. 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 Tuscola 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 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.
6. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Tuscola 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.
7. 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 Issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Tuscola County Road Commission may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event u 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 Tuscola 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.

"The TUSCOLA COUNTY ROAD COMMISSION, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non- discrimination in 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, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A."

AGREEMENT

TUSCOLA COUNTY ROAD COMMISSION – 1733 S. MERTZ ROAD, CARO, MI 48723

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This agreement made this _____ day of _____, 20_____
by and between the Board of Tuscola County Road Commissioners and _____
_____.

1. _____ hereby agrees to undertake the following work
in the status of an independent contractor performing the following job:

_____.

2. Said contractor, _____, shall at all
times exercise extreme care and shall assume any and all liability for property damage or bodily
injury resulting from the above operation by this employees, agents, assigns, sub-contractors
and anyone else acting under his control or direction; and will indemnify, hold harmless and
defend the Tuscola County Road Commission, its Commissioners or employees from any and all
claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, _____, while
engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola
County Road Commission and Commissioners as an additional insured under the policy,
evidence of insurance coverage in accordance with *Tuscola County Road Commission Policies
and Procedures Manual Section 9.7 Insurance Requirements*, and shall furnish the Tuscola
County Road Commission copies of said certificates of insurance prior to commencing any work
on said project.

Additionally, said contractor, _____, shall furnish
prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of
insurance certifying he carries and has in effect worker's compensation insurance on all those
required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S, Mertz Rd., Caro, MI
48723.

Witnessed:

Board of Tuscola County Road Commissioners

Contractor

Contractor bid will not be accepted unless the enclosed Agreement is Signed and Returned with your bid.

TUSCOLA COUNTY ROAD COMMISSION

Right - of - Way Permit Worksheet

Permit Fees & Proof of Insurance are required prior to review of the permit application

Date: _____

Applicant/Property Owner:

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Contractor:

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Project Locations:

Address: _____

Road: _____

Between: _____

And: _____

Township: _____ Section: _____

Project Description:

Type of Work:

Driveway: *Commercial ☐

Residential/Farm ☐

Special Use: Utility ☐

Yard Enclosure ☐

Road Crossing: Bore ☐

Open Cut ☐

Misc.: ☐ _____

Material: *(If Known)*

****Pipe/Culvert Material:** _____

Pipe/Culvert Diameter: _____

Pipe/Culvert Length: _____

*****Backfill Material:** _____

Reviewer's Recommendations:

**Additonal Permit Standards & Policies apply, available upon Request*

Reviewer's Signature: _____

***Plastic, Concrete, or CMP (CMP may be purchased thru TCRC if placed in R-O-W)*

Flagged: _____

****A Copy of the Certified Mechanical Analysis & the Density Report are required for material placed under roadway*

9.7. INSURANCE REQUIREMENTS

Agriculture Hauling Permit	
Type of Insurance	Notes
None	As required by Statute per the Attorney General Opinion

Oversize / Overweight Permits						
Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Auto Liability	Michigan No Fault Coverage/Property Protection (PPI) \$1M Statutory Limit	No	No	No	No	Yes

Driveway Permit	
Individual Homeowner Permit Holder - Residential Driveway	
Type of Insurance	Notes
None	Advise homeowner they will be responsible for any damage done to the ROW
	Advise homeowner they will be responsible for any injuries as a result of the work in the ROW
	Advise homeowner they will be required to indemnify the RC as outlined in the ROW permit

Contractor Permit Holder - Commercial or Residential Driveway

Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	No	No	No	No	Yes
	Products Comp/Op Aggregate					
	General Aggregate					

Special Event / Parade Permits							
Type of Insurance	Coverage Limits		Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	\$2,000,000	Yes	Yes	Yes	No	Yes
	General Aggregate	\$2,000,000					
	Notes						
	For special events requiring participant waivers - Endeavor to have the RC added to the waiver. If alcohol is being served, host liquor liability is required.						

General Right of Way Permit	
Individual Homeowner Permit Holder	
Type of Insurance	Notes
None	Advise homeowner they will be responsible for any damage done to the ROW
	Advise homeowner they will be responsible for any injuries as a result of the work in the ROW
	Advise homeowner they will be required to indemnify the RC as outlined in the ROW permit

Contractor Permit Holder

Type of Insurance	Coverage Limits	Addl. Insured	Waiver of Subrogation	Primary/Non Contributory	Claims Made	Indemnification
Commercial General Liability (CGL)	Each Occurrence	Yes	Yes	Yes	No	Yes
	Products Comp/Op Aggregate					
	General Aggregate					
Auto Liability	Michigan No Fault Coverage/Property Protection (PPI) \$1M Statutory Limit	No	No	No	No	Yes
Professional Liability, as required	Each Occurrence & Aggregate	N/A	N/A	N/A	Yes	Yes

Umbrella may be used to meet limit requirements: Commercial General Liability & Auto Liability
Retro Date for Professional Liability must be prior to issuing permit date.
It is recommended the Self Insured Retention (SIR) for CGL be no greater than \$25,000.

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Bids are to be submitted on the Road Commission forms in a plainly marked, sealed envelope. No faxed or emailed bids accepted. Proposals are available online at www.tuscolaroad.org. Please contact Jason Root, Tuscola County Superintendent at 989-550-3139 with any questions. Any addenda must be noted and initialed.

If you are interested in bidding and have downloaded proposal from the website, please email ahewitt@tuscolaroad.org to be added to the plan holders list to make sure you receive addendums.

The Contractor has examined the proposal, permits, plans, and the location of the work described here in and is fully informed as to the nature of the work and the conditions relating to its performance. All work will be done in accordance with the requirements of the 2020 MDOT Standard Specifications for Construction and as modified herein.

Liability:

The Contractor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages.

The contractor must obtain a Tuscola County Right of Way Permit before any work can begin.

The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage in accordance with *Tuscola County Road Commission Policies and Procedures Manual Section 9.7 Insurance Requirements*, to ensure adequate payment for any damage caused by his operations.

The contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate of Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS:

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, which in their opinion, is in the best interest of Tuscola County.

Attachments: 1) Title IV and VI Compliance; 2) Agreement; 3) Tuscola ROW Permit; 4) 9.7 Insurance Requirements