



Kent County Road Commission

INVITATION TO BID

Bids will be received by the Board of County Road Commissioners of the County of Kent, 1500 Scribner Avenue NW, Grand Rapids, Michigan 49504 until **Tuesday, October 4, 2022, 8:30 AM deadline**, at which time they will be publicly opened and read.

Contract #23-01: Furnish and Haul Aggregate for Bituminous Chip Seal Program

2023 Requirements of Modified 34CS & CS-T in Slag and Trap Rock with Participating Agencies

All bids are to be emailed to bids@kentcountyroads.net, with the subject “**Contract #23-01: Furnish and Haul Aggregate for Bituminous Chip Seal Program**”, and must be received prior to **8:30 AM on Tuesday, October 4, 2022**.

If email is not accessible for you to send KCRC your bid, and you require accommodations, please contact purchasing@kentcountyroads.net or (616) 242-6928. KCRC will work with you to make sure you have the opportunity to submit your bid.

The Board reserves the right to reject any and all bids or to waive irregularities therein, and to accept any bids which, in the opinion of the Board, may be most advantageous and to the best interest of the County. This contract will be considered for award on **October 11, 2022**.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KENT

By: Mark E. Rambo, Chair

If you plan to submit a bid, please acknowledge the receipt of this invitation to bid by emailing purchasing@kentcountyroads.net. This allows for KCRC to be in contact with you for any future communication throughout the bid process.



Kent County Road Commission

INSTRUCTION TO BIDDERS

Bids will be opened at the offices of the Board of County Road Commissioners of the County of Kent, State of Michigan located at 1500 Scribner Avenue NW, Grand Rapids, MI 49504.

Refer to the **INVITATION TO BID** for the exact timing and for the identification of the bid as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans, and special provisions as stated herein and hereto attached.

The Kent County Road Commission's process is to open and read the bids, and then refer the bids to Staff for tabulation and analysis. During this period, the files are closed until this action is complete. Copies of the bid tabulations are made available only once the review is complete, upon the request to Purchasing, by email at purchasing@kentcountyroads.net.

1. All bids must be submitted on the Board's bid pricing sheet that was provided. The bid shall be legibly prepared in ink or typed out. Erasures or alterations must be initialed by the respondent.
2. Specifications and plans should not be returned with bid, unless otherwise stated herein.
3. Bids shall be sent to KCRC by email to bids@kentcountyroads.net. If the email is not applicable for the respondent to submit their bid, please contact Purchasing for assistance.
4. Bids will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of bids prior to the appointed time for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof.
5. No responsibility shall attach to the Road Commission or their representatives for premature opening or non-receipt of any bid which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed bids received will be sent.
6. It is understood the Board is a governmental unit, and as such, is exempt from the payment of all state and federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
7. The respondent, by submission of a bid, declares the bid is made without collusion with any other person or entity, and agrees to furnish all items and services in strict adherence with all applicable federal, state and local laws, regulations, codes and ordinances.
8. The Board reserves the right to reject any and all bids, to waive any irregularities therein, and to accept any bid which, in the opinion of the Board, may be most advantageous and to the best interest of the Kent County Road Commission. In case of error, in the extension of prices in the bid or other arithmetical error, the unit prices will govern.

**Specifications for Contract #23-01:
Furnish and Haul Aggregate for Bituminous Chip Seal Program**

It is the intent of the Kent County Road Commission to receive bids for Contract #23-01: Furnish and Haul of 34CS & CS-T in Slag and Trap Rock for Bituminous Chip Seal Program.

Scope:

1. The Kent County Road Commission shall act as the lead agency and will represent the participating agencies in the administration of the contract. Hereafter, reference to the "Road Commission" shall be understood to include participating agencies. Participating agencies in this contract shall schedule delivery of the material and issue their agency's Purchase Order for their requirements. Supplier must invoice each participating agency accordingly.
2. It is the intent of the Road Commission to purchase a clean, dust free and clay free single sized aggregate product that is cubical in shape and size and washed per specification, to be used in a bituminous chip seal process.
3. The aggregates are specified so as to achieve the Road Commission's desired results.

General Specifications

A. Material:

1. Material shall be a clean single sized aggregate that is cubical in size and washed as specified.
2. Material may be either Iron Blast Furnace Slag, Trap Rock in compliance with the Michigan Department of Transportation's 2020 "Standard Specifications for Construction" for Bituminous Chip Seals, and in particular, Sections 505 and 902. Aggregate gradations for slag and natural aggregates are enclosed.
3. Each bidder will supply the Road Commission a unit weight for the product bid along with a 100 pound sample. The Road Commission will take into consideration product unit weight when considering award.
4. Each bidder will supply a current test result for the product.

B. Quantity:

1. Approximately **31,000 tons** of slag aggregate and **8,500 tons** of trap rock are to be purchased. Specific quantities and pit locations are indicated on the bid form. Each participating agency reserves the right to have the material delivered to the location that is in their best interest, and the estimated quantities will be indicated on the bid form.
2. Additional Purchases:
The Kent County Road Commission and participating agencies reserve the right to purchase additional quantities, reduce or eliminate quantities of aggregate, as deemed necessary due to legislative action or jurisdictional changes to the highway system and or budget constraints. Unit prices per ton, per location as bid shall apply regardless of final quantities. Quantities listed per location are estimated and are subject to change.

C. Delivery/Penalty:

1. The material for the Kent County Road Commission shall be delivered by June 1, 2023, and participating agencies shall be responsible for scheduling their deliveries.
2. A 10% per ton penalty shall be imposed on tonnages delivered after June 1, 2023, unless prior approval and/or arrangements are agreed upon by the receiving agency.
3. Material shall be delivered to the specified locations as designated on bid form.
4. Contractor shall notify the following contacts at least twenty-four hours prior to delivery:
 - a. Kent County Road Commission – Jerry Byrne at 616-242-6950
 - b. Montcalm County Road Commission – Mark Christensen at 989-831-5285 ext. 236
 - c. Newaygo County Road Commission – Derek Wawsczyk at 231-689-6682

D. Price:

1. F.O.B. delivery locations
2. A price per ton delivered must be bid for each location regardless of a quantity indicated or not.
3. Price submitted must remain firm for the entire duration of the contract and KCRC will not accept fuel surcharges in addition to your cost.

E. Award of Bid:

1. The award of bid will be based on the total average cost per ton delivered of the slag aggregate.

F. Cancellation of Contract Provisions:

1. The Board shall have the right to cancel the Contract for non-performance in not meeting either quality of aggregate, contractual tonnage amount, delivery, insurance and performance requirements.

G. Insurance Requirements:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Kent County Road Commission 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 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, 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 2020 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

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

2. 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.
3. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.

H. Revisions:

The Kent County Road Commission reserves the right to increase, decrease or cancel any contract or purchase, as needed, due to Legislative actions, funding deficiencies and/or jurisdictional changes to the road system.

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.

"The KCRC, 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 Kent 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 Kent 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 Kent 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 Kent 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

1. Gradation and Physical Requirements for Chip Seal Aggregates – CS-T & Modified 34CS

Sieve Analysis (MTM 109), Total Percent Passing (a)		
Sieve Size	CS-T	34CS
3/4 inch	100	100
1/2 inch	100	100
3/8 inch	100	90-100
No. 4	N/A	0-10
No. 8	0-15	0-5
No. 200 (Loss by Wash)	(Slag) 2.0 Maximum	(Slag) 2.0 Maximum
Physical Requirements for Coarse Aggregates (CS-T & 34CS)		
Test	Description	Specification
MTM 102	L.A. Abrasion Resistance	45% maximum (b)
MTM 117	Percent of Crushed Particles	95% minimum
MTM 110	Deleterious Particles.in Aggregate	3.5% maximum (d)
ASTM D4791(d)	Flat and Elongated Ratio, 3:1	12.0% maximum
MTM 111 (e)	Aggregate Wear Index (AWI)	260 minimum
(f)	Moisture Content at time of placement	4% maximum
<p>a. All aggregate shall be washed. b. Iron Blast-Furnace slag aggregate. c. Includes the sum of shale, silt stone, structurally weak and clay ironstone. d. As determined for material retained on the No.4 sieve. The ratio between any combination of length, width or thickness. e. For second course of double chip seal. Does not apply to a shoulder chip seal. f. As described In MDOT Procedures for Aggregate Inspection.</p>		

2. Gradation and Physical Requirements for Chip Seal Aggregates – CS-T & 34CS-M (Trap Rock)

Sieve Analysis (MTM 109), Total Percent Passing (a)		
Sieve Size	CS-T	34CS-M
3/4 inch	100	100
1/2 inch	100	100
3/8 inch	100	90-100
¼ inch	85-100	N/A
No. 4	N/A	0-15
No. 8	0-15	0-5
No. 200 (Loss by Wash)	2.0 maximum	2.0 maximum
Physical Requirements for Coarse Aggregates (CS-TM & 34CS-M)		
Test - Description	Specification	
MTM 102 L.A. Abrasion Resistance	45% maximum (b)	
MTM 117 Percent of Crushed Particles	ADT > 4,000 100% minimum on single face, 90% on 2 faces ADT < 4,000 95% minimum on single face, 85% on 2 faces	
MTM 110 Deleterious Particles in Aggregate	3.5% maximum (c)	
ASTM D4791(d) Flat and Elongated Ratio, 3:1	N/A	15.0% maximum
MTM 111 (e) Aggregate Wear Index (AWI)	ADT > 4,000 60/40 Weighted Average > 260 (f) ADT < 4,000 220 minimum	
Moisture Content at time of placement (g)	4% maximum	
<p>a. All aggregate shall be washed. b. Iron Blast-Furnace slag aggregate. c. Includes the sum of shale, silt stone, structurally weak and clay ironstone. d. As determined for material retained on the No.4 sieve. The ratio between any combination of length, width or thickness. e. For second course of double chip seal. Does not apply to a shoulder chip seal. f. As described in MDOT Procedures for Aggregate Inspection. g. As described in MDOT Procedures for Aggregate Inspection</p>		

**Bid Pricing Sheet for Contract #23-01:
Furnish and Haul Aggregate for Bituminous Chip Seal Program**

Please submit price per ton based on each location:

*Complex yards are subject to change based on available room for stocking 34CS Slag

Pit Name and Location	Quantity (Ton)	Price Per Ton	Total Cost
	Slag	Slag	Slag
Grand Rapids Yard 1500 Scribner Avenue NW	0		
New Central Complex Yard 1900 4 Mile Road NW	0		
Carpenter Pit Old Northland Drive East of Kuttshill	1250		
Crawford Pit 10 Mile Road West of Baumhoff	0		
North Complex Pit 117777 White Creek Avenue NE	1500		
Red Pine Pit Red Pine Drive at 18 Mile	750		
Wiersma Pit Wiersma 0.25 miles West of White Creek Ave	750		
Parker Pit Myers Lake Rd 0.10 miles North of 18 Mile Rd	750		
Lincoln Lake Pit North of M57 – 11883 Lincoln Lake	1000		
Old 14 Mile Pit Intersection of M-57 & Old 14 Mile Road	750		
Ramsdell Pit Ramsdell Road 0.50 miles North of 9 Mile Road	1500		
Knapp Pit Knapp Avenue 0.50 miles East of Pettis Avenue	1500		
Vergennes Pit Vergennes Ave at Cumberland Ave	1500		
Hesche Pit 2845 Timpson Ave North – S of Grand River Dr	750		
Blakeslee Pit Timpson Ave North of Cascade Rd	0		
South Complex Yard 4949 Tim Dougherty Drive SE	1250		
Logan Lake Pit Intersection of 84 th St and Freeport Ave	750		
Campbell Lake Pit 84 th Street 0.25 miles East of Snow Avenue	1250		

Bid Pricing Sheet for Contract #23-01:
Furnish and Haul Aggregate, contd.

Southwest Complex 131 84 th Street SW	1250		
Byron Township Pit 92 nd Street West of Clyde Park Avenue	500		
Montcalm County Road Commission 619 West Main Street, Stanton, MI	4000		
Montcalm County Road Commission 8734 W. Peck Rd., Greenville, MI	2000		
Montcalm County Road Commission 17700 W. M46, Howard City, MI	2000		
Newaygo County Road Commission Ashland Township	200		
Newaygo County Road Commission Barton Township	200		
Newaygo County Road Commission Beaver Township	200		
Newaygo County Road Commission Big Prairie Township	200		
Newaygo County Road Commission Bridgeton Township	200		
Newaygo County Road Commission Brooks Township	200		
Newaygo County Road Commission Croton Township	200		
Newaygo County Road Commission Dayton Township	200		
Newaygo County Road Commission Denver Township	200		
Newaygo County Road Commission Ensley Township	200		
Newaygo County Road Commission Everett Township	200		
Newaygo County Road Commission Garfield Township	200		
Newaygo County Road Commission Goodwell Township	200		
Newaygo County Road Commission Grant Township	200		
Newaygo County Road Commission Home Township	200		
Newaygo County Road Commission Lilley Township	200		

Bid Pricing Sheet for Contract #23-01:
Furnish and Haul Aggregate, contd.

Newaygo County Road Commission Lincoln Township	200		
Newaygo County Road Commission Merrill Township	200		
Newaygo County Road Commission Monroe Township	200		
Newaygo County Road Commission Norwich Township	200		
Newaygo County Road Commission Sheridan Township	200		
Newaygo County Road Commission Sherman Township	200		
Newaygo County Road Commission Troy Township	200		
Newaygo County Road Commission Wilcox Township	200		
Newaygo County Road Commission Garage 935 1 Mile Rd, White Cloud, MI	200		
ESTIMATED TOTAL TONS	30,000		
TOTAL SLAG COST		\$	

Pit Name and Location	Quantity (Ton)	Price Per Ton	Total Cost
	CS-T Slag	CS-T Slag	CS-T Slag
Montcalm County Road Commission 619 West Main Street, Stanton, MI	1000		
ESTIMATED TOTAL TONS	1000		
TOTAL CS-T SLAG COST		\$	

Pit Name and Location	Quantity (Ton)	Price Per Ton	
	Trap Rock	CS-T Trap Rock	34CS Trap Rock
Ramsdell Pit Ramsdell Road 0.50 miles North of 9 Mile Road	3000 (CS-T)		
Knapp Pit Knapp Avenue 0.50 miles East of Pettis Avenue	2000 (CS-T)		
Ramsdell Pit Ramsdell Road 0.50 miles North of 9 Mile Road	500 (34CS)		
Knapp Pit Knapp Avenue 0.50 miles East of Pettis Avenue	1500 (34CS)		
Montcalm County Road Commission 619 West Main Street, Stanton, MI	750 (CS-T)		
Montcalm County Road Commission 8734 W. Peck Rd., Greenville, MI	750 (CS-T)		Not Applicable
ESTIMATED TOTAL TONS	8,500		
TOTAL TRAP ROCK COST		\$	

Respondent Information

Company Name: _____

Company Address: _____

Authorized Signature and Title: _____

written

typed/printed

Email _____

Telephone #: _____ Fax #: _____

Date: _____

Federal Employer ID # or SS # _____

NOTE: Questions concerning specifications should be directed to Jerry Byrne, Deputy Managing Director – Operations at (616) 262-6950.