



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, April 4, 2023, 8:30 AM deadline**, at which time they will be publicly opened and read.

Bid #23-MNT-14: Ready Mix Concrete

2023 Requirements with a One-Year Renewal Option, As Needed

All bids are to be emailed to bids@kentcountyroads.net, with the subject “**Bid #23-MNT-14: Ready Mix Concrete**” and must be received prior to **8:30 AM on Tuesday, April 4, 2023**.

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 **April 11, 2023**.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KENT

By: Rob VerHeulen, 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 RESPONDENTS

Proposals 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 proposals, 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 form 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. Proposals 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. Proposals will not be accepted after the time designated for the opening of the bids. The respondent shall assume full responsibility for delivery of proposals 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 proposal which is not properly addressed, delivered, or identified. A confirmation of receipt of emailed proposals 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 proposal, declares the proposal 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 proposals, to waive any irregularities therein, and to accept any proposal 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 proposal or other arithmetical error, the unit prices will govern.

Specifications for Bid #23-MNT-14: Ready Mix Concrete

It is the intent of the Kent County Road Commission to purchase 2023 requirements of Ready Mix Concrete from a selected source or sources.

A. Quantities:

1. Quantities will be ordered on the "as needed" basis throughout the construction period for calendar year 2023.

B. Price:

1. Bid price per cubic yard - regular delivery zone.
2. Bid price for additional cost per cubic yard mile for any concrete that must be delivered outside the regular delivery zone for transit mixed concrete.
3. Bid costs for delivery charges for orders less than 5 cubic yards.
4. Firm price for 2023 must be bid or bid will be rejected.
5. Cash Discounts will be considered in the determination of the low bidder provided discounts are based on periods of 30 days after acceptance of goods, or billing on bidder's invoice, whichever is later. The Road Commission reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as net, 30 days.

C. Regular Delivery Zone:

1. Include written description of zone where assigned on bid blank.

D. 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

Specifications for Bid #23-MNT-14:
Ready Mix Concrete

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

1. 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.
 2. Certificate must be submitted within fifteen days upon notification of award of Contract and prior to Contract signing.
- E.** 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.
- F.** “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

A. Standard Specifications:

Where the Standard Specifications are referred to, the Michigan Department of Transportation 2020 Standard Specifications for Construction shall be used.

B. Concrete Patching Mixture:

Types P-MS (9.0 sk), MDOT HE (7.0 sk) w/MRWR and MDOT P-NC (7.0 sk) w/MRWR in accordance with Section 603.02A of the 2020 "Michigan Department of Transportation's Standard Specifications for Construction".

C. Grade P1 Concrete Curb, Pavement and Sidewalk Mixture:

(6.0 sk) In accordance with the table 601-2 "Concrete Pavement Mixtures" under 601.03 of the 2020 "Michigan Department of Transportation's Standard Specifications for Construction".

D. Flowable Fill:

Flowable fill concrete shall consist of a mix of Portland Cement, fly ash, water and MDOT Granular Material Class II. The Class II material shall have a 100% passing a 1-inch sieve. The mixture must have a minimum density of 130 pounds per cubic foot, a minimum compressive strength of 50 psi, and a maximum compressive strength of 100 psi. Approximate proportions are 50 pounds cement, 500 pounds fly ash, 2850 pounds granular material, and 50 gallons of water.

NOTE: Questions concerning specifications should be directed to Jerry Byrne, Deputy Managing Director - Operations @ (616) 242-6950.

**Bid Pricing Sheet for
Bid #23-MNT-14: Ready Mix Concrete**

Cost Per Cubic Yard - Regular Delivery Zone as Defined Herein:

- 1. Concrete Patching Mixture - Type P-MS (9.0 sk) _____
- 2. Concrete Patching Mixture – Type HE (7.0 sk) w/MRWR _____
- 3. Concrete Patching Mixture – Type P-NC (7.0 sk.) w/MRWR _____
- 4. Grade P1 Concrete Curb, Pavement, Sidewalk Mixture - (6.0 sk) _____
- 5. Flowable Fill _____

Cost per cubic yard mile outside regular delivery zone _____

Minimum Delivery _____

Firm Price Period _____

Regular Delivery Zone: _____

Written Description of Boundaries: _____

Plant Locations: _____

Company Name _____

Address _____

Signature and Title
of Authorized Agent _____

written

typed/printed

Telephone Number _____ Fax Number _____

Email Address _____

Federal Emp ID # or SS # _____

Date: _____

Delivery Charges for orders less than 5 cubic yards

<u>Cubic Yards</u>	<u>Delivery Charge</u>
1/4	\$ _____
1/2	\$ _____
3/4	\$ _____
1	\$ _____
1 1/4	\$ _____
1 1/2	\$ _____
1 3/4	\$ _____
2	\$ _____
2 1/4	\$ _____
2 1/2	\$ _____
2 3/4	\$ _____
3	\$ _____
3 1/4	\$ _____
3 1/2	\$ _____
3 3/4	\$ _____
4	\$ _____
4 1/4	\$ _____
4 1/2	\$ _____
4 3/4	\$ _____

Company Name _____