



City of Kentwood, Michigan Request for Bids

Project Name: Asphalt Repairs 2019

Project ID: 19-024-441

Specification Date: May 3, 2019

Bid Opening: 10:00 AM (EDT) Tuesday, May 14, 2019

The City of Kentwood (the “City”) issues this Request for Bids (the “RFB”) to seek bids for the following:

Asphalt Repairs 2019

Scope of Work:

Asphalt repair locations have been marked, cut and measured.

Work shall include pavement removal, grading as necessary, aggregate base compaction, adjusting casting(s) to provide proper drainage and ride, tacking (bond coat) of existing edges, and traffic control. Patches shall be minimum two (2) lifts of two inches (2”) each of MDOT 13A or other approved mix. Patches shall match existing pavement depth where greater than four inches (4”).

See the attached **EXHIBIT A** for eleven (11) site locations and approximate patching sizes.

NOTE: Special care shall be taken at casting locations to ensure proper drainage and ride quality.

Terms & Conditions of the Request for Bids:

1. Bids are to be submitted via fax or email to Carla Kane at: KaneC@kentwood.us, using the Bid Submission Form on page 3 of this RFB.
2. **TO BE CONSIDERED, BIDS MUST BE RECEIVED NOT LATER THAN 10:00 AM LOCAL TIME ON Tuesday, May 14, 2019.**

Bids received after that date and time will not be considered. This is *not* a public bid opening.

3. The City reserves the right to accept or reject any bid, or to reject all bids, to waive any formalities, to make no purchase as a result of this RFB, and/or to award the purchase in any manner deemed to be in the best interests of the City.
4. Bidders are hereby notified that their bid, once received, becomes a public document that is the property of the City of Kentwood, and, as such, may be subject to public disclosure under the Freedom of Information Act.
5. For further information, please contact **Ken McNett**, City of Kentwood Water/Sewer Department, at (616) 554-0733, or via email at McNettK@kentwood.us.



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Terms and Conditions of the Work:

1. **Insurance:** Contractor shall maintain insurance in effect throughout the Work as required in the City’s “**Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities**” which follows this RFB (pages 1-3), with the City as an Additional Named Insured.
2. **Traffic Control:** The Contractor shall maintain vehicular and pedestrian traffic at all times in and around the work area(s). All traffic control devices shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), including without limitation Part 6 thereof.
3. **Contract:** The City intends to execute a contract (the “Agreement”), between the City and the Contractor that sets forth the terms, conditions, and specifications of the Work. All Work performed hereunder by the Contractor shall be in accordance with the contract documents (the “Contract Documents”) to be defined upon award of the Work.
4. **Schedule:** The work under any contract executed as a result of this RFB shall be fully complete by **Wednesday, June 12, 2019**. **EXHIBIT A** lists the eleven (11) asphalt repair locations in order of priority for their completion.



**City of Kentwood, Michigan
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Date of Specifications: May 3, 2019**

Bid Submission Form: Attention Carla Kane

I/we hereby offer to provide the requested asphalt repairs to the City of Kentwood in accordance with the specifications, terms, and conditions of City of Kentwood Request for Bids, dated May 3, 2019, at the following price:

Lump Sum Total Price Not to Exceed for Project: \$ _____

Bidding Company: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Print Name

Signature

Title

Date

Request for Bids

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EXHIBIT A

Asphalt Repairs 2019

	Address	Asphalt Measurement
1	980 Sluyter	28x48
2	5551 Mick Street	15x75
3	4733 Marshal	30x20x12
4	4561 Poinsetta	20x30x5
5	5045 Blaine	15x11
6	4450 Breton	3x7
7	55 60th Street	6x10
8	1477 Hidden Valley	15x18
9	2291 Embro	15x25x10
10	44th and Burgis	28x14
11	5300 Brookwood	44x17

NOTE: These addresses are listed in order of priority.

**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

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Notice. For purposes of this document, the term “Vendor” is used throughout. Whenever this document shall be incorporated by reference as a contract document within a contractual relationship established by the City of Kentwood, “Vendor” as used in this document shall be interpreted to mean the term (e.g., “Vendor”, “Engineer”, “Contractor”, “Consultant”, etc.) used within that contractual document to refer to the person or entity providing goods or services to the City of Kentwood (hereinafter, the “City”) as a result of that contract document.

Section A. Required Insurance Coverage.

1. **Automobile Insurance.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, Michigan “no-fault” coverage and residual comprehensive motor vehicle liability insurance. This insurance shall protect Vendor and the City against all claims for personal and bodily injuries to members of the public and damage to property of others arising from the ownership, maintenance, loading or unloading, or use of any motor vehicles, including owned, non-owned, and hired vehicles.

The liability limits shall not be less than:

- (a) Michigan Automobile Insurance Reparation Benefits (No-Fault) – statutory limits to apply;
 - (b) Five Hundred Thousand Dollars (\$500,000.00) per person/One Million Dollars (\$1,000,000.00) per accident bodily injury; and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) per occurrence property damage; or
 - (d) A combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
2. **Workers’ Compensation.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, workers’ compensation insurance meeting Michigan statutory requirements and employer’s liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident or disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease.
 3. **Comprehensive (Commercial) General Liability.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, comprehensive general liability insurance, written in comprehensive occurrence form and protecting Vendor and the City against all claims for personal and bodily injuries to members of the public, damage to City premises and equipment, property of others, and products and completed operations arising from any act or omission of Vendor, its officers, employees, agents, and representatives.

The liability limits shall not be less than:

- (a) One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) general aggregate;

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- (b) Two Million Dollars (\$2,000,000.00) aggregate for products and completed operations;
and
 - (c) One Million Dollars (\$1,000,000.00) for personal and advertising injury.
4. **Professional Liability.** To the extent that services provided to the City include professional services (e.g., architectural, engineering, or the like), Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, insurance covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by Vendor and/or any subcontractor as a part of its performance under its contract with the City. Coverage shall be effective upon the date of Vendor's contract with the City and shall remain effective for a period of not less than three years after the date of final payment hereunder, and shall include all prior acts related to Vendor's performance of services for or on behalf of the City. Insurance thus provided shall provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate.

Section B: Notice of Claims.

1. **Notice of Claims.** Vendor and the City shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them, and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to any contract between Vendor and the City.

Section C: General Insurance Requirements.

Each insurance policy required by the terms of this Statement of Insurance Requirements shall comply with the provisions of this Section.

1. It shall be the responsibility of Vendor to maintain adequate insurance coverage at all times, regardless of the City's acceptance of Vendor's insurance. Failure of Vendor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
2. Each insurance policy required by the terms of Sections A.1. and A.3. of this Statement of Insurance Requirements shall name the "City of Kentwood, a municipal corporation of the state of Michigan and all associated, affiliated, allied and subsidiary entities of City, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents and vendors, as their respective interests may appear" as additional insureds (herein referred to as the "Additional Insureds") providing coverage for the Additional Insureds to the same extent as provided to Vendor. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, substantially as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

In addition, each insurance policy shall include a severability of interest endorsement covering all named insureds individually and collectively.

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for Vendors, Engineers, Contractors, Consultants, and Other Entities**

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3. Vendor shall file with the City certificates of insurance, subject to the approval of the City Attorney. Each certificate shall state that thirty (30) days' advance written notice will be given to the City before any material modification, cancellation, or expiration of any policy covered thereby, including without limit cancellation for failure to pay premiums. Notice of policy material modification, cancellation, or expiration to the City shall be made by certified mail to:

City of Kentwood, Michigan
Purchasing Department
4900 Breton Avenue
Kentwood, Michigan 49508

The City may require Vendor to file with the City certified copies of the insurance policies required hereunder. All certificates shall list any exclusions which are non-standard within the industry as they appear on the policy.

4. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the state of Michigan or surplus line carriers listed in the State of Michigan Insurance Commissioner's approved list of surplus lines companies qualified to do business in the state of Michigan. All insurance carriers and surplus line carriers shall be rated "A" or better by A.M. Best Company.
5. As between City and/or Additional Insureds and Vendor, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Vendor pursuant to this Contract shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to City and/or Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to City/Additional Insureds shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, City/Additional Insureds, from any source, and includes any self-insured retention or deductible by, for or on behalf of City/Additional Insureds.

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