



City of Kentwood, Michigan Request for Proposals

Project No.: 19-025-441

Project Name: Grinding and Disposal of Brush

Date of Specifications: May 3, 2019

Proposals Due: Monday, May 13, 2019 at 10:00 AM (EDT)

Request for Proposals

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IMPORTANT: All Bidders intending to submit a bid must keep informed of any addenda for this Request for Proposals (“RFP”). **IT IS THE BIDDER’S RESPONSIBILITY TO DO SO.** Any RFP addenda or related information, will be faxed or emailed to Bidders who complete and submit to the City’s Purchasing Services the **BIDDER’S CONTACT INFORMATION** sheet which follows this RFP (page 13).

The City of Kentwood (the “City”) issues this RFP to seek bids for the Grinding and Disposal of Brush (**approximately 4,500 cubic yards**) within the City of Kentwood – specifically located at the Kentwood Public Works Department (5068 Breton Ave. SE, Kentwood, MI 49508) (the “Site”). The bidder chosen to perform the work (the “Contractor”) shall enter into a contract (the “Agreement”) for a period of one-year with, upon mutual agreement, the option to extend the contract for four additional one-year periods.

Bidders interested in bidding on this project, are advised to visit the Site and view the debris first hand.



****Pictures shown are last year’s quantity of 2,644 cubic yards.**

Scope of Work:

Contractor shall perform the following responsibilities (the “Work”) to remove and dispose of storm debris collected by the City’s residents and accepted by the City, including without limitation:



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1. Remove from the Site and provide for the legal disposal of all debris and materials.
2. Remove from the Site all vehicles, tools, materials, and other properties of the Contractor.
3. Provide at all times during performance of the Work for the protection of persons, property, and vehicles that may be affected by the performance of the Work, including without limitation protection of adjoining properties and protection of the Site to prevent the unauthorized entry of persons, both during the hours of performance of the Work and when the Work is not underway.
4. The Work, as herein described, is not exclusively limited to the aforementioned responsibilities, but shall include all other activities as shall be necessary to the full performance of the Work, including without limitation provision of labor, tools, equipment, and materials; compliance with all applicable regulatory bodies and organizations; preparation of the Site; all other responsibilities required to perform the Work as set forth above in accordance with the conventions of the trade; or by general or specific direction of the City.
5. The Site shall be left neat and clean.





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Terms & Conditions of the Work:

In the event that the City issues a contract to a Contractor to perform the Work as a result of this RFP, the following terms and conditions shall apply:

1. The Contractor chosen to undertake the Work as a result of this RFP shall provide all services, tools, equipment, labor, and/or subcontracted items necessary to complete the Work in a professional and timely manner.
2. The Contractor shall be responsible for the legal removal and disposal of all materials within the Site.
3. Contractor shall comply with all Federal, State and local laws and regulations, safety devices, and protective equipment.
4. Contractor shall perform the Work during the City's designated Ordinance hours of **7:00 am to 8:00 pm, Monday through Saturday**. No Sunday work or work beyond the hours listed above may occur unless the work has been deemed an emergency and mayoral approval has first been obtained.
5. **Contract:** The City intends to execute an Agreement, as incorporated in this RFP, 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.
6. The Contractor shall have in place all licenses, certifications, permits, authorizations, and other evidences as shall be required by all applicable governing and regulatory bodies.
7. **Pre-Construction meeting:** Prior to commencement of the Work or other activity on the Site, representatives of the City and the Contractor – including its supervisory employee to be assigned as responsible for all aspects of the Work – shall hold a meeting which provide for all arrangements and coordination necessary to provide for satisfactory performance of the Work.
8. **Designated Representatives and Authority:** The City shall designate a Project Manager, with authority and responsibility for ordering such Work as shall have been authorized by the Agreement and for providing directions to the Contractor.
9. During the performance of the Work, Contractor shall coordinate operations with the City's Project Manager, and shall, without limitation, maintain the roadway clear for traffic flows at all times except for ingress and egress of trucks and equipment; Contractor shall maintain passageways for emergency vehicles at all times.
10. **Schedule of the Work:** A time schedule for completion of the Work ("Schedule of Work") shall be as agreed upon between the Contractor and the City's Project Manager, prior to commencement of the Work. The Project shall be completed by **Wednesday, June 12, 2019**.



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11. Changes to the Work: Should a change become necessary in the Work, a written order signed by the City's Project Manager, along with a representative of Purchasing Services, (the "Change Order") shall be issued to document the requested change in the scope of the Work. Contractor's acceptance of a Change Order shall be by its written acceptance, oral representation, and/or by performance of the requested Work. In the event that such Change Orders constitute a substantial change in the scope of the Work and/or a change in the Contract Amount, they shall be documented in an Amendment to the Agreement as provided in **Item 30** (on page 8 of this RFP).

12. Independent Contractor: Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Contractor, on behalf of itself, its employees, personnel, agents and subcontractors, agrees and acknowledges:

- Its relationship to the City (including for purposes of this Section the City's officers and employees) is that of an independent contractor. Contractor is in no way an employee or agent of the City and has no authority to assume or create any obligations on behalf of the City.
- It shall be responsible for its own costs and expenses incurred in operating its business.
- That the City shall not exercise control over the details of the service activities and operations of the Contractor, its employees, personnel, agents or subcontractors (except as otherwise provided herein) and the Contractor shall have the right to hire its own employees and subcontractors in an effort to assist it in performing the scope of services provided for in this Agreement.
- That the City shall not be obligated to make any payments or take any other action pursuant to any Federal, state or local law dealing with the obligations of an employer to its employee with respect to the Contractor, its employees, personnel, agents or subcontractors. Contractor shall comply with all applicable laws imposed upon an employer dealing with income and social security tax payments and with unemployment and workers' compensation insurance, as well as other employee-related withholding, payment, and reporting requirements.
- That it is the parties' express understanding that any and all employees, agents, officers and/or subcontractors of the Contractor are not, and shall not be construed as employees, agents, officers and/or subcontractors of the City and that neither party has any authority to enter into any agreement of any kind on behalf of the other party.

13. Subcontractors: Contractor shall not retain any Subcontractor without the advance approval of the City's Project Manager. Contractor shall be solely responsible for the management of the Subcontractors in the performance of their work. Contractor shall provide for assignment of subcontract agreements in the event that the City terminates this Contract for cause as provided herein. Following such termination, the City shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties. Contractor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions



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of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work.

- 14. Unexpected Conditions:** If concealed or unknown physical conditions are encountered at the Site that differs materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and which could not reasonably have been known by Contractor at the time of this Agreement, and provided that Contractor provides to the City prompt written notice detailing such conditions, then the Schedule of Work shall be subject to adjustment, as mutually agreed to in a Change Order between the City and Contractor.
- 15. Time of the Essence:** Time limits stated in the Contract Documents are of the essence of this Agreement.
- 16. Inspection and Acceptance of the Work:** The City shall not accept Work on the project until accepted by the City's Project Manager as meeting the specifications, terms, and conditions of the contract between the City and the Contractor. Final acceptance of the project will be the sole responsibility and authority of the City's Project Manager, said acceptance not to be unreasonably withheld.
- 17. Insurance:** Contractor shall maintain in effect throughout the Work insurance as required in the City's "Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities" which follows this RFP (pages 1-3), with the City named as an Additional Named Insured.
- 18. Contract Amount:** It is agreed between the City and the Contractor that in consideration for Contractor's full and complete performance hereunder, the City shall pay to Contractor a unit price per cubic yard (hereinafter referred to as the "Contract Amount") for the Work, as proposed by Contractor and as accepted by the City.
- 19. Safety:** Contractor will be held responsible for total compliance with all safety practices and regulations, including without limitation OSHA requirements.
- 20. Payment:** Contractor shall invoice the City not more than monthly and the City shall pay the invoice Net 30 days upon approval of the invoice by the City's Project Manager.
- 21. Protection of Persons and Property:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions, rules, and programs, including all those required by law, in connection with performance of this Agreement. Contractor shall promptly remedy damage and loss to property, whether that of the City or other public entity and/or to adjoining or adjacent private property, and/or injury to persons, caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable.
- 22. Contractor Warranties and Representations:** Contractor represents and warrants that:
 - a. Suitability of Site.** Before commencing any portion of the Work, Contractor will have examined the general condition of the Site and have determined that they are suitable



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for the Work as contemplated by this Agreement. Any extra costs incurred or required to be incurred due to the unsuitability of the Site will be borne by Contractor, if such unsuitability could reasonably have been discovered by Contractor prior to its commencing the Work.

b. Laws, Ordinances and Regulations. The Work, and all materials, parts or products which become a part of the Project, shall meet and comply with all applicable laws, ordinances, and regulations.

23. Term: The Agreement shall run for a period of one-year with, upon mutual agreement, the option to extend the contract for four additional one-year periods unless otherwise terminated by the Contractor and/or the City upon 10 days' written notice to the other party, provided however, that the benefits to either party hereto afforded by the terms and conditions of this Agreement shall inure to each party in perpetuity, including surviving any termination of this Agreement by either party.

24. Performance Requirements: Contractor will perform all Work under this Agreement in a timely and professional manner, using the customary level of care suitable for the Work performed and in compliance with all applicable laws, rules and regulations. All Work performed under this Agreement is subject to the City's continuing rights of review, inspection, and approval.

25. Cost Included: The Contract Amount shall include all sales, consumer, use, and similar taxes in respect of the Project and any materials that will become a part of it. The Contract Amount shall also include all other costs whatsoever associated with the Work for the project. The City is exempt from Michigan Sales and Use taxes.

26. Indemnity: Contractor agrees to indemnify, defend (with counsel of the City's choosing) and hold harmless the City and its officers, employees, agents, principals, successors and assigns from and against any and all claims, demands, suits, actions, liabilities, damages, debts, losses, fines, penalties, costs and expenses (including attorneys fees) ("Indemnified Losses") now existing or hereafter arising out of or in any way relating to the actions or omissions of the Contractor, including Contractor's agents, representatives and subcontractors, in connection with this Agreement. Contractor's obligation of indemnity shall not be limited or extinguished by the availability of insurance coverage for the Indemnified Losses, it being the intention of the parties that: (1) Contractor will indemnify the City to the broadest extent possible; and (2) the City need not seek coverage for Indemnified Losses under any insurance policy or self-insurance that the City maintains. Further, nothing in this Section shall be construed to limit or extinguish Contractor's obligation to maintain insurance as provided in this Agreement. If the City receives payment from Contractor's insurance for Indemnified Losses, Contractor shall nevertheless remain liable for the Indemnified Losses in the event the payment received by the City is less than the amount of such Indemnified Losses. Contractor's obligations pursuant to this Section shall survive any expiration or termination of this Agreement.



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27. Termination – Default by Contractor: If Contractor commits any of the acts specified in this Section, the City may, by giving 10 days’ notice in writing thereof to Contractor, without prejudice to any other rights or remedies given the City by law or by this Agreement, terminate the services of Contractor under this Agreement and complete the Work for the Project by whatever method the City may deem expedient. Contractor shall be deemed to have committed an act specified in this Section if it shall:

- File a voluntary petition, or be the subject of an involuntary petition filed by its creditors, under any chapter of the Bankruptcy Code of the United States;
- Make a general assignment for the benefit of its creditors;
- Refuse or fail to supply enough properly skilled workers or proper materials to complete the Work for the Project by the Completion Date;
- Fail to make prompt payment to subcontractors, laborers, or suppliers for labor performed on or materials furnished to the Project;
- Persistently disregard any law or ordinance relating to the Project or the completion thereof;
- Fail to maintain in force and effect the insurances called for herein; or
- Otherwise commit a material or substantial violation of any provision of this Agreement.

Should this Agreement be terminated as a result of the Contractor’s default for reason(s) specified in this Section, the City shall be entitled to complete the Work for the Project and Contractor shall not receive any further payment pending the satisfactory completion of the Project. If the expenses incurred by the City in completing the Project, including any compensation paid by the City for managerial, administrative or supervisor services in completing the Work for the Project, exceed the unpaid balance of the Contract Sum, then such excess shall be promptly paid by Contractor to the City.

Should this Agreement be terminated as a result of the Contractor’s default for reason(s) specified in this Section, the City shall pay for all work completed by the Contractor as of the date of termination which has been accepted by the City’s Project Manager.

28. Default by the City: Extension of time shall be Contractor’s sole remedy for any delay unless the same shall have been caused by acts constituting intentional interference by the City with Contractor’s performance of the Work where such acts continue after Contractor’s written notice to the City of such interference. The City’s exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work shall not under any circumstances be construed as intentional interference with Contractor’s performance of the Work.

29. Assignment: Contractor shall not assign, sublet, or transfer an interest in this Agreement or any of the Contract Documents without the prior written consent of the City.



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- 30. Amendments:** No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing and signed as provided herein. Such Change Orders are the exclusive methods for effecting any change to the Contract Amount or Schedule of Work. Contractor understands and agrees that the Contract Amount and/or Schedule of Work cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order.
- 31. Governing Law and Remedies:** Any contract to result from this RFP shall be executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Michigan. The parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce this agreement shall be in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedies to which that party is entitled at law or in equity, be entitled to recover its actual costs to bring, maintain or defend any such action, including without limitation, actual reasonable expert witness fees, discovery costs, attorneys fees and other legal expenses, from its first accrual or notice thereof through any appellate and collection proceedings.
- 32. Attorney Fees:** The defaulting party must pay the non-defaulting parties' fees, costs and expenses, including reasonable attorney's fees, for enforcement of this Agreement through appeals and collection.
- 33. Waiver:** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 34. Severability:** It is the intent of the parties to this Agreement that this Agreement be enforceable to the fullest extent permitted by law. If, however, any provision or portion thereof of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the balance of this Agreement and/or the surviving portion(s) of any provisions hereof will remain binding and enforceable in accordance with its terms and conditions and any provision held invalid or unenforceable will immediately be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.
- 35. Mutually Drafted:** The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either party, but shall be construed in a neutral manner.
- 36.** The City reserves the right, at its sole discretion, to include other relevant terms, conditions and specifications in any contract resulting from this RFP.



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37. The City may elect to choose not to proceed with any Work, as deemed in the best interest of the City.

Terms & Conditions of the Request for Proposals:

1. Proposals must be submitted in a sealed envelope clearly marked on the outside, “**Bid for Grinding and Disposal of Brush**” and shall also clearly show the name of the submitter.

FAILURE TO SO MARK THE OUTSIDE OF THE EXTERIOR-MOST ENVELOPE MAY, AT THE SOLE DISCRETION OF THE CITY OF KENTWOOD PURCHASING DEPARTMENT, RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND NOT BEING CONSIDERED.

2. **The Bids must be delivered to:**

Carla A. Kane, Buyer
City of Kentwood

at either of the following addresses:

Mailing Address:

P.O. Box 8848
Kentwood, MI 49518-8848

Delivery Address:

4900 Breton Ave. SE
Kentwood, MI 49508

NOTE: Expedited packages *cannot* be sent to the City’s PO Box. They must be mailed to the street address.

3. Bids must reach the Buyer not later than **10:00 AM (EDT) on Monday, May 13, 2019**. Bids will be publicly opened and read aloud at that time at Kentwood City Hall. Bids received after that date and time will not be opened or considered.

4. **Bids submitted must include:**

- a. The **Proposal Form** (page 12 of this RFP), completed and executed by an authorized officer or agent of the bidding company.
- b. Bidders must provide evidence of their experience in the Work to be performed, and must provide the names and telephone numbers of at least three (3) previous customers that can provide **references** as to the bidder’s capability to perform work of a similar scope and nature.
- c. Bidders must submit a list of any proposed **subcontractors** to be used in the performance of the Work, identifying the portion of the work to be performed by each, and providing for each proposed subcontractor evidence of their experience in the portion of Work to be performed and the names and telephone numbers of at least three previous customers that can provide a **reference** as to the proposed subcontractor’s ability to perform their proposed portion of the Work.



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- d. If the Bidder is not bidding exactly to the Specifications, terms, and conditions of this RFP, the Bidder shall supply, on a separate page labeled, “**Exceptions, Omissions, Substitutions and/or Recommendations**”, information about any item (product or services) in the Specifications as described herein which the Bidder has identified as non-compliant:
 - i. Proposed product or component that is not exactly as listed in the Specifications, or that is proposed to be substituted for the items listed in the Specifications of this RFP;
 - ii. Product or item included in the Specifications that is not included in bidder’s proposed price;
 - iii. Proposed exceptions to the Specifications, terms, and conditions contained in this RFP; or
 - iv. Alternates to specified products or services as proposed by the Bidder.

ANY PROPOSAL THAT DOES NOT CONTAIN THE AFOREMENTIONED MATERIALS AND/OR THAT IS NOT PROPERLY COMPLETED, MAY, AT THE SOLE DISCRETION OF THE CITY OF KENTWOOD PURCHASING DEPARTMENT, BE DECLARED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

- 5. The City anticipates approval of an award of a contract to the recommended Contractor at the regularly scheduled meeting of the **City Commission on Tuesday, May 21, 2019**. Upon approval by the City Commission, the City anticipates issuing a **Notice of Award on Wednesday, May 22, 2019**. The City reserves the right to alter this schedule as deemed best for the interests of the City.
- 6. No exceptions to bid price will be allowed for errors or potential problems not identified in the bidder’s proposal.
- 7. The City reserves the right to accept or reject any bid, or to reject all bids, to waive any formalities, to elect not to make any purchases as a result of this RFP, to award to other than the low bidder, and/or to award the purchase in any manner deemed to be in the best interests of the City.
- 8. Bidders are hereby notified that their bid, once opened, 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.
- 9. 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. Submission of bid is also considered conclusive presumption that the Contractor has visited the Site, become generally familiar with local conditions under which the



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Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

10. For further information about the **Work and/or Specifications, this RFP or the bidding process**, please contact **Ms. Carla Kane, Buyer, City of Kentwood**, at **(616) 554-0772**, via facsimile at **(616) 656-5288**, or via Email at kanec@kentwood.us.



Proposal Form
Request for Proposals
Project Name: Grinding and Disposal of Brush

Proposal Response

I/we hereby offer to remove and legally dispose of the City's collected storm debris in accordance with the specifications, terms, and conditions of City of Kentwood Request for Proposals #19-025-441, dated May 3, 2019, at the following prices:

Price per Cubic Yard - 2019 \$_____.

Price per Cubic Yard - 2020 \$_____.

Price per Cubic Yard - 2021 \$_____.

Price per Cubic Yard - 2022 \$_____.

Price per Cubic Yard - 2023 \$_____.

Proposal Response

Contractor's estimated number of business days to complete the 2019

Project: _____

This Project will be completed by June 12, 2019? **Yes** **No**

Check one:

- I/We attest that the proposal submitted as a result of this RFP conforms exactly to the Specifications, terms and conditions of this RFP.
- I/We attest that the proposal submitted as a result of this RFP does not conform exactly to the Specifications, terms and conditions of this RFP, and I have submitted a separate page labeled, "Exceptions, Omissions,..." (see **Item 4.d.** on page 10 of the RFP).

Bidding Company: _____

Submitted by: _____
Printed Name of Company

Signed by: _____
Printed Name of Individual

Its: _____
Title

_____ **Date:** _____
Signature

Proposal Response



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Bidder's Contact Information

Name of Bidding Organization: _____

Contact Information: During the bidding process, please contact the following individual(s):

Primary Contact

Alternate Contact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Office Phone: _____

Office Phone: _____

Fax: _____

Fax: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

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

Effective February 1, 2009

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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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Effective February 1, 2009

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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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