INVITATION FOR BID (IFB)
The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: 2021 Cold Milling of City Streets
Bid Reference #: 91384-003.0

IFB ISSUE DATE: March 23, 2021

BID DUE/OPENING DATE: April 8, 2021 at 3:00 p.m.
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS
Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: Anthony Ladd,
Assistant City Engineer at (269) 337-8717

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the DEADLINE FOR QUESTIONS in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED. The City reserves the right to postpone the bid opening for its own convenience.

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<td></td>
</tr>
<tr>
<td>V</td>
<td>15 – 18</td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

______ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
______ Specifications are unclear (explain below).
______ We are unable to meet specifications.
______ Insufficient time to respond to the Invitation for Bid.
______ Our schedule would not permit us to perform.
______ We are unable to meet bond requirements.
______ We are unable to meet insurance requirements.
______ We do not offer this product or service.
______ Remove us from your bidders list for this commodity or service.
______ Other (specify below).

REMARKS: __________________________________________________________________________
_____________________________________________________________________________________

SIGNED: _________________________________   NAME:  ___________________________________
                     (Type or Print)
TITLE:  _________________________________   DATE:  _________________________________
FIRM NAME:  _________________________________________________________________________
                      (if any)
ADDRESS:  _____________________________________________________________________________
                      (Street address)   (City)   (State)  (Zip)
PHONE:  _________________________________   FAX:  _________________________________
EMAIL:  ______________________________________________________________________________
SECTION I
INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least 5 days before the bid opening so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder regarding the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.

6. **ALTERNATE BIDS**-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
The undersigned having become familiar with and understanding the contract requirements incorporated herein, agrees to provide the services or materials specified meeting or exceeding the specifications and requirements provided. The contractor agrees to provide cold milling as specified herein:

**2021 COLD MILLING REQUIREMENTS**

### 1. MAJOR STREETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Length (ft)</th>
<th>Width (ft)</th>
<th>Depth (in)</th>
<th>Sq. Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Street (Westnedge to Rose)</td>
<td>1346</td>
<td>37</td>
<td>1.5</td>
<td>5534</td>
</tr>
<tr>
<td>North Street Railroad Crossing</td>
<td>45</td>
<td>32</td>
<td>1.5</td>
<td>160</td>
</tr>
<tr>
<td><strong>Total sq. yards</strong></td>
<td></td>
<td></td>
<td></td>
<td>5,694</td>
</tr>
<tr>
<td><strong>20% Contingency</strong></td>
<td></td>
<td></td>
<td></td>
<td>1,139</td>
</tr>
<tr>
<td><strong>Major Streets - Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>6,833</td>
</tr>
</tbody>
</table>

TOTAL SQ YDS = 30,460 x UNIT PRICE $ __________ = TOTAL PRICE $ ______________

### 2. LOCAL STREETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Length (ft)</th>
<th>Width (ft)</th>
<th>Depth (in)</th>
<th>Sq. Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Ave (Monroe to West Main)</td>
<td>945</td>
<td>32</td>
<td>1.5</td>
<td>3,360</td>
</tr>
<tr>
<td>LuLu St (Cobb to Westnedge)</td>
<td>1315</td>
<td>28</td>
<td>1.5</td>
<td>4,092</td>
</tr>
<tr>
<td>Oak Street (Pioneer to Wheaton)</td>
<td>1389</td>
<td>30</td>
<td>2</td>
<td>4,630</td>
</tr>
<tr>
<td>Konkle Street (Cork to Bloomfield)</td>
<td>4145</td>
<td>22</td>
<td>2</td>
<td>10,133</td>
</tr>
<tr>
<td>West Belmont Street (S. Burdick to End)</td>
<td>727</td>
<td>24</td>
<td>2</td>
<td>1,898</td>
</tr>
<tr>
<td>East Belmont Street (S. Burdick to Vanzee)</td>
<td>750</td>
<td>30</td>
<td>2</td>
<td>2,500</td>
</tr>
<tr>
<td>Pioneer Street (Low to Westnedge)</td>
<td>1811</td>
<td>27</td>
<td>2</td>
<td>5,433</td>
</tr>
<tr>
<td>James Street (Miller to Stockbridge)</td>
<td>1297</td>
<td>42</td>
<td>1.5</td>
<td>6,053</td>
</tr>
<tr>
<td>Weaver Avenue/Memory Ln (W. Michigan to End)</td>
<td>2894</td>
<td>31</td>
<td>2</td>
<td>9,969</td>
</tr>
<tr>
<td>Fulford Street (Lake to End)</td>
<td>1183</td>
<td>33</td>
<td>1.5</td>
<td>4,338</td>
</tr>
<tr>
<td>Woodward Ave (Kalamazoo to North)</td>
<td>1186</td>
<td>28</td>
<td>1.5</td>
<td>3,624</td>
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<tr>
<td>Hillcrest Ave (Oakland to Indiana)</td>
<td>1056</td>
<td>30</td>
<td>1.5</td>
<td>3,520</td>
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</tbody>
</table>
LOCAL STREETS (cont)

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Length</th>
<th>Width</th>
<th>Thickness</th>
<th>Total Sq. Yds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Orchard Place (Allen to End)</td>
<td>314</td>
<td>16</td>
<td>2</td>
<td>558</td>
</tr>
<tr>
<td>Bronson Circle (Bronson to Bronson)</td>
<td>960</td>
<td>42</td>
<td>1.5</td>
<td>4,480</td>
</tr>
<tr>
<td>Wells Place (James to March)</td>
<td>655</td>
<td>27</td>
<td>1.5</td>
<td>1,965</td>
</tr>
<tr>
<td>Ferdon Road (Kensington to End)</td>
<td>2191</td>
<td>29</td>
<td>1.5</td>
<td>7,060</td>
</tr>
<tr>
<td>Frank Street Railroad Crossing</td>
<td>50</td>
<td>33</td>
<td>1.5</td>
<td>184</td>
</tr>
</tbody>
</table>

Total Sq. Yds = 73,797

10% Contingency = 7,380

Local Streets - Total = 81,177

TOTAL SQ YDS = 87,950 x UNIT PRICE $ ________ = TOTAL PRICE $ ______________

3. MILLING CONCRETE

Water Service replacements completed on several of the local streets listed above and the patches were backfilled with concrete. The concrete pavement milling will be measured and paid using this item.

TOTAL SQ YDS = 1,000 x UNIT PRICE $ ________ = TOTAL PRICE $ ______________

4. SCATTERED SITES

The approximate estimated amount of milling required to be done at various sites within the city limits as per Engineers discretion will be 10,000 Sq. Yards. The pavement milling will be measured and paid using this item.

TOTAL SQ YDS = 10,000 x UNIT PRICE $ ________ = TOTAL PRICE $ ______________

If your bid is not returned and completed on this form it may be rejected.

Guaranteed delivery of subsequent orders shall be within _____ working days after receipt of notification of order release.

Contact person for order releases shall be:

Name: _________________________________________ Phone: ________________________
Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: __________ __________ __________ __________ __________ __________

Dated: __________ __________ __________ __________ __________ __________

Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

The City encourages the use of local labor in fulfilling the requirements of this contract.

This contract is governed by the laws of the State of Michigan

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: ________________________________ Name: ________________________________

Title: ________________________________
BIDDERS QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: ________________________________________________________________

2. Established: Year ________ No. of employees ________

3. Type of organization:
   a. Individual: ________
   b. Partnership: ________
   c. Corporation: ________
   d. Other: ________

4. Former firm name(s) if any, and year(s) in business:
   __________________________________________________________
   __________________________________________________________

5. Include at least 3 references of contracts for similar work performed over the last 5 years.
   5.1 Company Name: _______________________________________________
       Address: ______________________________________________________
       Contact: ___________________________________ Phone: ______________________
       Type of work or contract: __________________________________________

   5.2 Company Name: _______________________________________________
       Address: ______________________________________________________
       Contact: ___________________________________ Phone: ______________________
       Type of work or contract: __________________________________________

   5.3 Company Name: _______________________________________________
       Address: ______________________________________________________
       Contact: ___________________________________ Phone: ______________________
       Type of work or contract: __________________________________________

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

By: (Name) _____________________________________ Date: __________________________
   Title: _____________________________________________
   Firm Name: ________________________________________
SUB-CONTRACTING INFORMATION

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

INSTRUCTIONS:

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

**Subcontractors:**
- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

<table>
<thead>
<tr>
<th>Nature of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Name/Address</td>
</tr>
<tr>
<td><strong>BIDDER</strong></td>
</tr>
</tbody>
</table>

Does this List of Subcontractors need to be updated after the bid opening? **Yes** __ **No** __
CITY OF KALAMAZOO – INVITATION FOR BID
2021 Cold Milling of City Streets

Page 7
Bid Reference #: 91384-003.0

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. (Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:

☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:________________________

☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

__________________________________________
Date

__________________________________________
Signature

__________________________________________
Printed Name

__________________________________________
Position
CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over $25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: ________________________________________________________________
Street Address of Business: __________________________________________________
City, State, and Zip Code: ___________________________________________________
Number of employees working in Kalamazoo County: __________________________
Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _________________________________
The above information is accurate:

Signature: ___________________________ Date: ___________________________
Title: ______________________________
I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): ____________________________

Remittance Address: ____________________________________________

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: ___________________________ NAME: ___________________________

(TYPE OR PRINT)

TITLE: ___________________________ DATE: ___________________________

FIRM NAME: ___________________________________________________________________(if any)

ADDRESS: ___________________________________________________________

(Street address) (City) (State) (Zip)

PHONE: ___________________________ FAX: ___________________________

EMAIL ADDRESS: __________________________________________

FOR CITY USE ONLY - DO NOT WRITE BELOW
Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

**Workers’ Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

**Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Additional Insured**: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

**Cancellation Notice**: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

**Proof of Insurance Coverage**: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
INDEMNITY AND INSURANCE
(Continued)

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor’s responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.
SECTION IV
GENERAL REQUIREMENTS AND SPECIFICATIONS

The Contractor shall provide cold milling of the City streets meeting the following specifications:

1. DESCRIPTION

   1.1 Cold milling depth in inches as indicated on the bid section of this document or as directed by the Engineer.

   1.2 Approximately 98,950 square yards of full width cold milling and curb reveal plus end joint milling.

   1.3 Bid price to include all transportation costs to the locations shown on the Bid and Award pages.

   1.4 Cold milling work shall be performed under traffic. No road closures will be allowed. The City will provide the necessary temporary traffic control and flagging for the cold milling operation.

   1.5 Hand chipping and removal of material which is left due to the inability of the cold milling machine to work immediately adjacent to the face of curb, face of manholes, water valves and water boxes will be performed by the City.

   1.6 Cleaning and sweeping of the cold milled pavement will be done by the City.

   1.7 Each bidder shall visit the site of the proposed work and shall fully acquaint himself/herself with the existing conditions relating to construction and labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending to the performance of this contract.

   1.8 The bidder/contractor shall verify all measurements and shall be responsible for the correctness of same. Any difference which may be found shall be submitted to Anthony Ladd, PE, Public Works Division Manager at (269) 337-8717 for consideration prior to beginning work with sufficient time to reach agreement on quantity of work to be completed.

   1.9 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed.

       Cold milling work shall commence one (1) week after date of issuance of Notice to Proceed by the City, or upon date agreed. The Contractor shall supply the City with an agreeable work schedule before commencing with the work on this contract. In the event the Contractor does not adhere to the accepted progress schedule, the City may seek another contractor.

   1.10 All work performed under this contract shall be in accordance with the 2012 Michigan Department of Transportation “Standard Specifications for Highway Construction”.
DESCRIPTION (cont)

1.11 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Street Services Supervisor. The Contractor shall protect all public and private abutting property and preserve from damages any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.

1.12 The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which shall fail to function or perform or be found defective, without costs to the City.

1.13 The successful bidder shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations. He/she shall at all times observe and comply with such laws, ordinances and regulations which pertain to all materials and equipment and employees. The Contractor shall comply with all applicable OSHA and MIOSHA regulations. Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

1.14 Payment will be based on the total project amount bid, for actual milling provided. The City reserves the right to add or delete locations. Additions or deletions less than 25% (by area) of the locations specified will not change the unit price.

1.15 The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

1.15.1 Temporary or construction water will NOT be available on the sites. Drinking water must be provided for by the Contractor.

1.15.2 Temporary toilets: To be supplied by the Contractor as may be necessary.

1.16 The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

1.17 Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment will be considered grounds for withholding final payment.

1.18 Cold milling material removed must be disposed of by the Contractor.

2. SPECIAL SUBCONTRACTOR REQUIREMENTS

Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type of work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.
3. **MDOT PRE-QUALIFICATION**

3.1 Pre-qualification by the Michigan Department of Transportation will be required as a pre-requisite to consideration of any bid. The work performed under this contract shall be in accordance with the 2012 Michigan Department of Transportation “Standard Specifications for Highway Construction”, and the general and supplemental specifications as contained in the contract documents.

3.2 Sub-contractors will **NOT** be required to have MDOT pre-qualification. The City, however, may require work history and equipment inventory to assure capability of performing the work requirements.

4. **PROJECT MANAGEMENT**

The department contact shall have the general authority over the services provided and to make any changes necessary in meeting the City’s requirements. The department contact shall have the authority to reject any work that does not conform to the contract requirements and the general quality of service expected with a contract of this type.

5. **SITE SECURITY**

The Contractor shall confine his or her work to the area assigned in this project. The City will not be liable for damage to property due to the Contractor’s negligence. The Contractor will be responsible for repairing any damage to any area not considered as part of the work.

6. **PRICING**

All quoted unit prices as set forth herein by the bidder shall remain firm for the life of this contract.

7. **AWARD**

The City reserves the right to make an award of this contract based on each bidder's response to this Invitation for Bid. All of the following factors will be considered in evaluating bids received:

- Responsiveness to Invitation for Bid specifications
- Qualifications of firm
- Cost
- References

8. **QUESTIONS**

Questions relative to the specifications for all building facilities may be addressed to Anthony Ladd, PE, Public Works Division Manager at (269) 337-8717. Questions relative to the general bid requirements may be addressed to Gracia Mason, Buyer at (269) 337-8720.
SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written NOTICE TO PROCEED. Work shall NOT be started until such NOTICE TO PROCEED is received by the Contractor.

B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

1) No bids received;
2) A single bid being received; or
3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.
5. INVOICING

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.
9. **RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

A. Contractor compliance with contract requirements,
B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. **DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

C. The unauthorized substitution of articles for those bid and specified.

D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.

E. Failure to perform in compliance with any provision of the contract.

F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.
DEFAULT (Cont)

G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

12. TERMINATION OF CONTRACT

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.
APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS


1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position.

3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over $25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
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