

Request For Proposals

**2023 Water Service
Asphalt Patches**

*City of St. Joseph, Public Works Dept.
1160 Broad Street, St. Joseph, MI
49085*

I. Purpose.

This Request for Proposals (“RFP”) is to provide interested area **contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for asphalt patches in the City of St. Joseph as well as in surrounding communities which make up the Southwest Michigan Regional Sanitary Sewer and Water Authority.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Contractor for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.sjcity.com, or emailed by contacting the City Clerk at 269-983-6325 or cityclerk@sjcity.com.

REQUEST FOR QUOTE: 2023 Water Service Asphalt Patches
CLOSING DATE AND TIME: **3:00 p.m. Tuesday, May 2, 2023**

II. Scope of Work & Bid Specifications:

See attached Exhibit 1 for specific patch locations and information.

- Removal and replacement of asphalt paving as specified: Remove defective pavement as directed, replace and repair base material as needed, compaction of base, replace asphalt. All work and materials shall meet Michigan Department of Transportation (MDOT) requirements.
- Ensure aggregate base depth of 8”
- Asphalt depth of 3.75” shall be placed in two lifts of a 2” leveling course and a 1.75” top/wearing course. Notify City staff for instructions if pavement section varies significantly (greater than 1” depth) from prescribed depth. If additional asphalt is required, it will be paid at the per ton cost quoted with lifts placed in conformance with MDOT requirements.
- Install/paint new pavement markings if needed.

- Asphalt mix design to be MDOT 36A or LVSP – 17M0161 or alternate mix approved by the City of St. Joseph – City Engineer.
- Aggregate base material shall be 21AA or 22A.
- Aggregate base and/or asphalt density test may be required.
- Work on this project must be performed during the days & times approved by the City of St. Joseph, no weekends.
- All locations will be saw cut by the City
- All location dimensions have been marked by the City
- The City of St. Joseph will provide traffic control when needed.
- All work on this project must be completed by June 30, 2023.

INTERESTED PARTIES ARE ENCOURAGED TO VISIT THE SITES.

Issuing Officer (Point of Contact.) Questions regarding the scope of work to be accomplished may be directed to Liam Cormier Streets Superintendent at (269) 985-0306 Office or 269-876-0699 Cell or lcormier@sjcity.com.

III. Addenda.

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

IV. Instructions to Bidders

- 1) Sealed bids are due at the at the St. Joseph City Clerk’s Office no later than **3:00 pm, Tuesday May 2, 2023.**
- 2) Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk
 Re: **2023 Water Service Asphalt Patches**
 700 Broad Street
 St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

V. **Incurring Costs**

The City is not liable for any costs related to respondents' preparation of their proposal.

VI. **Withdrawal of Proposal.**

Any Bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

VII. **Opening of Proposals**

Proposals will be publicly opened at 3:00 pm on Tuesday, May 2, 2023 in the City Commission Chambers, St. Joseph City Hall, 700 Broad Street, St. Joseph, MI 49085.

VIII. **Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the May 8, 2023 City Commission meeting.

IX. **Negotiations**

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

X. **Award of Contract / Acceptance of Proposal (Terms and Conditions)**

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate including \$5,000,00 general aggregate umbrella or excess liability coverage. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.

- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof, and shall be considered primary.

With respect to any activities authorized by a Permit for Miscellaneous Operations within State Highway Right of Way, successful bidder's policy of insurance shall also include as a named insured the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, and 700 Broad Street, St. Joseph, Michigan 49085.

- **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the successful bidder shall hold harmless and indemnify the City, including its officers, agents, employees, assigns and those acting under its authority against any and all third party claims, actions, suits, liens, judgments, damages, losses, liability and expenses, including actual and reasonable attorney fees and costs, for property damage or bodily injury up to and including death, that may arise as a result of bidder's malicious acts, negligence, omissions, breaches or defaults, liability, claims, losses, demands or actions brought against the City and its officers, agents, employees, assigns and those acting under its authority, including those which in any way arise out of bidder's default, act, or omission that is directly or indirectly related to this Agreement. As referenced in this provision, City and bidders shall include its respective officers, agents, employees, contractors, subcontractors, assigns and those acting under its authority.

To the extent any work bidder performs is in the State of Michigan Highway Right of Way, bidder shall hold harmless, indemnify and defend in litigation, the State of

Michigan, the MDOT, and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of MDOT, until bidder achieves final acceptance of City.

XI. Nondiscrimination.

The successful bidder shall not shall not discriminate in accommodations or services, or against an employee or applicant for employment with respect to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

XII. Payment Terms:

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

**Bid Form
Per Location Price**

- | | | |
|-------------------------------------------|----------|----------------|
| 1. 906 Market (14'x12') | \$ _____ | |
| 2. 921 State St (14'x16') | \$ _____ | |
| 3. 221 Wayne St (13'x13') | \$ _____ | |
| 4. 1160 Broad St. Public Works Yard (TBD) | \$ _____ | |
| 5. 3440 Niles Rd/M-63 (23'x22') | \$ _____ | **MDOT Road |
| 6. 2710 Cleveland | \$ _____ | |
| 7. 1070 Willow Dr (12'x15') | \$ _____ | |
| 8. 5578 Hiawatha (15'x16') | \$ _____ | |
| 9. 6083 Red Arrow Hwy (21'x30') | \$ _____ | *On Johnson Rd |
| 10. 5726 Ridge Rd (12'x14') | \$ _____ | |
| 11. Hailey Dr & Glenlord Rd (17'x21') | \$ _____ | |
| 12. Riverview Park 1 (18'x45') | \$ _____ | |
| 13. Riverview Park 2 (18x124, 18'x68') | \$ _____ | |

