



CITY OF KENTWOOD

REQUEST FOR PROPOSALS (RFP)

SOLICITATION

Project Number	25-030-590
Project Description	Sanitary Sewer Lateral Lining
Date of Specifications	Monday, November 3, 2025
Questions Due Date & Time	Wednesday, November 12, 2025 @ 2:00 PM EST
<u>Mandatory</u> Intent Due Date & Time	Monday, November 17, 2025 @ 11:00 AM EST *must confirm intent
Proposal Due Date & Time	Thursday, November 20, 2025 @ 11:00 AM EST
Anticipated Award Date	December 3, 2025

The above schedule is for information purposes only and is subject to change at the City's discretion.

RFP Contact Information
City of Kentwood
City Hall
4900 Breton Ave SE
Kentwood, MI 49508
Attn: Cori Derengowski, Buyer
616-554-0760
derengowskic@kentwood.us

This solicitation, along with any attachments, may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Any and all addenda issued by the City of Kentwood shall be available at <https://www.bidnetdirect.com/mitn/cityofkentwood>. It is solely the responsibility of the responding company (Respondent) to verify all information related to this solicitation. The City shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments, or other information regarding this solicitation. Award results will be posted on the MITN website.

1 INTRODUCTION

The City of Kentwood (City), Michigan issues this Request for Proposal (RFP) to invite qualified vendors to submit proposals to provide trenchless rehabilitation to sanitary sewer laterals as the primary method, along with related services (Work) for sixteen (16) job locations (Sites) within the City. Excavation and replacement shall be performed only as necessary to enable completion of the Work and shall be paid under a separate not-to-exceed lump sum price, as authorized and directed by the City.

The City intends to enter into an agreement (Contract) with the selected Respondent (Contractor) for the completion of the Work. The Contract may be renewed thereafter, upon mutual agreement, on an annual basis for up to four (4) additional years. Pricing shall be firm for the first year and City-specified job sites. Pricing for any renewal years shall follow unit pricing as proposed in the submission to this RFP (see Proposal Form – Attachment A).

2 BACKGROUND

The City seeks to rehabilitate portions of its sanitary sewer system using Cured-In-Place Pipe (CIPP) lining. Sections of the system have experienced deterioration, infiltration, and other defects that require trenchless rehabilitation. CIPP is a proven, cost-effective method to restore structural integrity, reduce infiltration, and extend the service life of existing sewer mains and laterals while minimizing surface disruption. When CIPP installation is determined to be infeasible, the need for excavation or alternative rehabilitation methods will be reviewed and authorized by the City. The City intends to identify an average of fifteen (15) location job sites per year; however, quantities shall vary based on need and budget.

3 SCOPE OF WORK

The Work shall include, but is not limited to, the following:

The City will only consider Cured-In-Place Pipe (CIPP) liners inverted from the sewer main which provide a seal at the sewer main to lateral connection and prevent inflow and groundwater infiltration.

If inspection shows that a lateral cannot be lined due to structural failure or other conditions, the Contractor shall provide documentation to the City (see Section 3.3.1) and obtain written approval before proceeding with an excavation method.

The Contractor shall agree to commence with the Work within a sufficient time after the City's issuance of a Notice to Proceed (City purchase order as notice will be issued upon receipt of signed contract and appropriate bonds) and shall complete the Work under Contract no later than **June 19, 2026**.

The following exhibits are attached:

- Exhibit A - City of Kentwood map showing the Site locations with yellow stars
- Exhibit B - Site Descriptions with job numbers incorporated herein by reference and labeled, "Exhibit B – Site Descriptions"
- Exhibit C – Photos and Video per section of the Site locations
 - ❖ Photos and video can be viewed and/or downloaded from the MITN site.

For each Site:

- 3.1 Performance of a pre-lining survey to locate each of the existing specified laterals at the Sites from the sewer main
- 3.2 Complete a sewer main line cleaning

- 3.3 Determine if each lateral is suitable for CIPP, and promptly notify the City if it is NOT.
 - 3.3.1 Contractor shall submit documentation of video, photos, and/or inspection logs to show the infeasibility of CIPP.
 - 3.3.2 If CIPP installation is determined to be infeasible, excavation or other rehabilitation methods may be required, subject to review and approval by the City.
- 3.4 Clean each sewer lateral, removing all roots and debris
- 3.5 Install CIPP that meets American Society for Testing and Materials ("ASTM") standards
- 3.6 In the event that CIPP installation fails or does not meet the City's satisfaction, Contractor shall have the option to remedy the liner per ASTM standards and City-approved submittals or replace the existing sanitary sewer lateral pipe at each Site with scheduled 35 PVC pipe (this shall include lateral pipe extending from the main to the property line and including the property owner's point of connection). See Specifications in Section 4.1
- 3.7 Traffic control, site restoration, and protection of existing utilities and property.
- 3.8 Provide resident notifications
- 3.9 Provide bypass flow control measures
- 3.10 Provide confined space entry
- 3.11 Complete a post-liner installation survey, including cleaning, televising, and testing to verify compliance with work specifications.
- 3.12 Submit completion report and final video to the City
- 3.13 Replace existing bituminous street surfaces and restore each Site to its original (or better) condition, including, but not limited to, restoration of existing pavement, sidewalk, or landscaping which was affected by the Work.
- 3.14 Provision of all labor, materials, equipment, and incidentals necessary to complete the Work. In performing the foregoing duties, Contractor shall be responsible for identifying and performing such individual and subsidiary tasks as shall be reasonably required for the complete and professional performance of the Contractor's responsibilities as defined herein, including without limitation those responsibilities required by generally accepted practice of the trade; by law, ordinance, or regulation; or by general or specific direction of the City.

4 SPECIFICATIONS

The Contractor shall perform the Work in accordance with the specifications, terms and conditions which follow.

- 4.1 STANDARD SPECIFICATIONS: City of Kentwood Standard Construction Specifications. Specifically, the following relevant Divisions, attached herein as Exhibit D:
 - Division 4 – Street Grading
 - Division 5 – Subgrade
 - Division 6 – Subbase
 - Division 8 – Reinforced Concrete Structures
 - Division 11 – Aggregate Base
 - Division 12 – Bituminous Pavements
 - Division 13 – Excavation and Backfill for Underground Utilities
 - Division 14 – Sanitary Sewer

- Division 17 – Manholes, Catch Basins, Valve Chambers
- Division 20 – Maintaining Traffic and Pavement Marking
- Division 21 – Surface Restoration
- Division 22 – Street Reconstruction and Resurfacing
- Division 23 – Trench Cuts and Restoration in Public Streets

- 4.2 REFERENCE SPECIFICATIONS: American Society for Testing and Materials (ASTM) standards:
- ASTM D-638: Test Method for Tensile Properties of Plastics
 - ASTM- D-790: Test Method for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.
 - ASTM F-1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the inversion and curing of a Resin-impregnated Tube (Ref. ASTM F-1216-05).
 - ASTM D-3681: Standard test method for chemical resistance of "Fiberglass" (Glass-fiber reinforced thermosetting resins) pipe in a deflecting condition.
- 4.3 GENERAL SPECIFICATIONS: Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work for the unit prices submitted on the City provided proposal form and shall complete the Work herein described in strict accordance with the Specifications and in strict conformity with the requirements of the Standard Specifications (and such other special provisions and/or supplemental specifications as may become part of the Contract).
- 4.4 Any Work that may reasonably be inferred from the Specifications or Exhibits as being required to produce the intended result, shall be applied, whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, such words shall be interpreted in accordance with such meaning.
- 4.5 Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of the opening of the proposals (or on the effective date of the Contract if there were no proposals), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City or the Contractor, or any of their agents or employees from those set forth in the Contract Documents.
- 4.6 Installation Procedure: The lining shall be accomplished using a non-woven fabric tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application.
- 4.7 After preliminary work has been completed, and if installation of a clean-out has been determined necessary for the Site, Contractor shall notify the City at least fourteen (14) days in advance of the intended installation so that the City may obtain the required authority to work on the property owner's site.
- 4.8 CLEAN-OUT INSTALLATION PROCEDURE: When it is necessary to install a clean out, it shall be installed after the City has obtained written consent from the property owner to allow access to their property. The clean out shall be installed on the property owner's service leaving enough space to allow a minimum of twelve inches (12") of liner past the point of connection into the owner's service lead.

4.8.1 CLEAN-OUT MATERIALS

Shall include, at least the following:

- Four inch (4") or six inch (6") "Vac-A-Tee" (or City-approved equivalent) on host pipe
- Riser pipe – SDR scheduled 35 PVC
- MIPT Plug at surface grade
- Mastic adhesive/sealant to affix PVC tee to host pipe
- PVC solvent to weld PVC joints between the riser pipe and the specified fittings
- The PVC riser shall be solvent-welded to the saddle.
- The adhesive/sealant shall be applied to the underside of the saddle at no less than a quarter inch ($\frac{1}{4}$ ") thick layer.
- Immediately after the saddle has been affixed to the lateral pipe, the riser pipe shall be secured by backfilling with sand or pea-gravel to within six inches (6") of the original grade.

4.9 EXFILTRATION TESTING: An exfiltration test shall be performed by filling the riser pipe to the top with a column of water. The test shall be performed no less than two (2) hours from the time of affixing the saddle to the pipe. The column of water shall be held for five (5) minutes. The water level shall be measured by the City from the top of the riser pipe.

- Zero leakage is allowed.
- Shall any leakage be observed, the riser shall be removed and a new riser installed.
- On each Site, Contractor shall cap any newly installed clean-out one foot (1') below grade at project completion.
- All clean-outs shall meet an exfiltration test performed by the Contractor and witnessed by the City.

4.10 JOINTS: Contractor shall cover joints wherever possible. Should Contractor find a rare circumstance in which a joint cannot be covered, Contractor shall notify the City.

4.11 LATERAL LINER MATERIAL: The lateral liner tube ("Tube") shall consist of one or more layers of flexible needled felt, as provided in the ASTM F1216 standard.

- The Tube shall be *continuous in length* and the wall thickness shall be uniform and meet the requirements of the ASTM F1216 Standard, "Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube".
- No overlapping sections shall be allowed in the circumference or the length of the liner.
- The Tube shall be capable of conforming to offset joints, bells, and disfigured pipe sections.
- The Tube shall be inspected for tears and frayed sections

4.12 IMPREGNATION OF RESIN INTO THE LATERAL

- The Tube, in good condition, shall be vacuum-impregnated with the thermo-set resin.
- The resin shall be introduced into the Tube creating a slug of resin at the beginning of the Tube.
- A set of calibration rollers shall assist the resin slug to move throughout the Tube.
- All air in the Tube shall be removed by vacuum, allowing the resin to thoroughly impregnate the Tube.
- All resin shall be contained to ensure no public property or persons are exposed to the liquid resin.

4.13 TELEVISIONING THE INSTALLATION

- Inspection of pipelines by closed circuit television (CCTV) shall be done by experienced personnel trained in locating breaks, obstacles, and service connections.

- Contractor shall perform extensive cleaning of each sewer lateral by jetting and root cutting as necessary for the proper installation of a lateral liner as well as perform extensive cleaning by jetting and root cutting as necessary of the main line sanitary sewer for the proper installation of a lateral liner.
- A second final CCTV inspection shall be performed by Contractor to verify the proper cure of the material, the proper opening of service laterals, and the integrity of the seamless pipe.
- For each Site, the City shall receive from Contractor a written report and a color video flash drive documenting both the pre and post lateral inspections.
- Each Site shall be indicated on the video recording with street name and house number. This information shall be indicated on the video recording using audio and/or superimposed text.

4.14 LINER INSTALLATION

- The CIPP shall provide a smooth bore interior with a co-efficient factor of N-010%.
- The composite of the materials above shall, upon installation inside the host pipe, exceed the minimum following material properties:

Material Property	Test Method	Minimum Value
Initial Flexural Strength	ASTM D-790	4,500 PSI
Long-term Flexural Strength	ASTM D-790	50% of Initial
Initial Flexural Modulus of Elasticity	ASTM D-790	250,000 PSI
Long-term Flexural Modulus of Elasticity	ASTM D-790	50% of Initial
Tensile Strength	ASTM D-638	3,000 PSI
Tensile Modulus	ASTM D-638	320,000 PSI

- Liners, which are exposed during the positioning phase, will not be acceptable, as resin loss and dilution (wash out) will occur.
- The resin and Tube shall be completely protected during the pull.
- No resin shall be lost by contact with manhole walls or the pipe during the pull.
- The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.
- The resin that provides a structural seal shall not contact the pipe until positioned at the point of repair.
- Contractor shall carefully inspect the interior of the pipeline to determine the location of any condition that may prevent proper installation of the liner.
- There shall be no remaining roots, protrusions, or debris of any kind prior to the installation of the liner.
- The Tube shall be held tightly in place against the wall of the host pipe by the pressure until the cure is complete. The liner shall be designed to carry resin 5 % to 10% beyond its 100% saturation point to allow for resin migration into the host pipe.
- No barriers (plastic covers or wraps) which prevent resin migration will be permitted, as this eliminates any bonding between the liner and the host pipe.
- The resin shall be a corrosion resistant polyester, vinyl ester, epoxy, or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for the Work.
- Contractor shall provide a baseline infrared spectrograph of the resin to be used.
- No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, shall ever be left in the host pipe.

- Any materials used in the installation other than the cured tube/resin composite, are to be removed from the pipe by the Contractor.

4.15 FINISH WORK

- The finished CIPP shall be continuous over the entire length of the rehabilitated sewer service lateral, including twelve inches (12") past the point of connection from the City's lateral to the property owner's service lead.
- The CIPP shall be smooth, with minimal wrinkling.
- The CIPP shall be free of dry spots, lifts, and delaminated portions.
- The CIPP shall taper at each end providing a smooth transition allowing for proper flow of wastewater.
- The finished product shall provide an airtight/watertight, verifiable non-leaking connection between the main sewer and sewer service lateral.

4.16 MAINTENANCE OF TRAFFIC

- Shall be in conformance with Section 812 of the 2020 edition of the Michigan Department of Transportation Standard Specifications for Construction ("MDOT Specifications").
- Contractor signing shall conform to the 2022 edition of the Michigan Manual of Uniform Traffic Control Devices (the "MMUTCD"), as amended, including without limitation Part 6 thereof.
- At all times, Contractor shall notify police, fire, ambulance services, Kentwood Department of Public Works, and the City's Project Manager in advance of any lane closures during the execution of the Work.
- At all times, Contractor shall maintain emergency vehicle access to the Sites, except as otherwise approved by, and coordinated with, the City's Project Manager.
- All lane closing signs, barricades, and/or other traffic control devices used during the Work shall be incidental to the cost of the Work.

4.17 CONSTRUCTION INFLUENCE AREA ("CIA"): In general, the CIA shall include the actual work area of each Site and its approach(es) where advanced warning signs are placed in conformance with an approved lane closure set up or as directed by the City's Project Manager.

- Within the CIA, Contractor shall provide, erect, and maintain barricades, signs, and flasher lights and take all necessary precautions for the protection of the public in accordance with the MMUTCD, and the MDOT Specifications, Subsections 103.05, and Section 812, or as directed by the City's Project Manager.

4.18 SITE SAFETY: Contractor shall be responsible for the erecting and maintaining such barricading, signs, and other safety devices within the CIA as shall be needed to ensure the safety of the public (both vehicular and pedestrian) from the beginning of the Work at the Site until completion of the Work, including any excavations or other aspects of the Work that may be left in place during non-working hours. Safety standards shall be adhered to as indicated in the MDOT Specifications.

4.19 BY-PASS PUMPING

- When the normal flow of sewage in any sewer main or lateral serving public or private property is to be or may possibly be interrupted by Contractor's performance of the Work, Contractor shall, at its sole expense, be responsible to plan for and provide, prior to the commencement of the relevant portion of the Work, a system of pumps and pipes, hoses, or other devices to route the normal sewage flow around the interruption without impeding the operations or functioning of the sewage system ("By-Pass Pumping"). Contractor shall be solely responsible for designing, installing, operating and maintaining all By-Pass Pumping associated with the Work, regardless of the period of time that the normal flow is or may be interrupted.
- Contractor shall be solely liable for any and all claims, injuries, damages or actions arising out of or connected with any By-Pass Pumping including, without limitation, damages to public or private property, backup of sewage into or onto public or private properties affected by the Work, injury to or death of persons, and/or any other damage to property.
- Contractor shall inform the City's Project Manager of its plans for By-Pass Pumping, and the City reserves the right, at its sole option, to provide Contractor with information it possesses which may affect Contractor's plans. Provided, however, any action or lack of action by the City shall not constitute the City's approval of Contractor's plans nor shall it relieve Contractor of its sole responsibility for By-Pass Pumping and/or for any and all liabilities arising therefrom.
- Contractor shall notify the City's Project Manager immediately after identifying any surface contamination or any significant spillage of sewage so that it can be appropriately dealt with in accordance with City requirements. Contractor shall perform any required remediation from spillage of sewage at Contractor's sole expense. All spills shall be cleaned to the satisfaction of the City and the State of Michigan Department of Environmental Quality.

5 TERMS & CONDITIONS OF THE WORK

In the event that the City enters into a contract as a result of this RFP, the following terms and conditions shall apply:

- 5.1 It is the responsibility of each Respondent prior to submitting a proposal to:
 - Examine the RFP thoroughly;
 - Visit the Sites to become familiar with and satisfy as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - Consider federal, state, and local laws, regulations and ordinances that may affect cost, progress, performance, or furnishing of the Work; and
 - Promptly notify the City of all conflicts, errors, ambiguities or discrepancies which Respondent has discovered in or between the RFP and such other related documents.
- 5.2 Prior to submitting a proposal, Respondent shall investigate soil and underground strength conditions, whether latent or not, and any underground utility structures or obstacles and any other data that may possibly be deemed pertinent to the performance of the Work at the prices proposed in Respondent's submittal and as accepted by the City ("Contract Amount"), within the City and Contractor agreed upon schedule ("Schedule of the Work"), and in accordance with the other terms and conditions of the Contract Documents, and any additional examinations, investigations, tests, reports or similar data as will be required by Contractor's agent at Contractor's expense. Such work should be considered incidental to the Contract Amount.
- 5.3 Contractor shall provide all services, tools, equipment, labor, and/or subcontracted items necessary to complete the Work in a professional and timely manner.

- 5.4 Contractor shall comply with all federal, state and local laws, ordinances and regulations, safety devices, and protective equipment.
- 5.5 Working Hours: City ordinance for allowed working hours in a residential area is 7:00 a.m. to 8:00 p.m., Monday through Saturday. No Sunday work or work beyond the hours listed above may occur unless the work has been deemed an emergency and City approval has first been obtained.
- 5.6 Contractor shall return any property owner to service by 8:00 p.m. on the day of the Work for that Site.
- 5.7 Contractor shall conduct themselves in a manner which is conducive to good public relations.
- 5.8 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment to be used for the Work.
- 5.9 Care shall be taken in shipping and handling to avoid damaging the CIPP materials. Extra care will be necessary during cold weather construction. Any CIPP materials damaged in shipment or during storage shall be replaced as directed by the City.
- 5.10 Any CIPP liner showing a split or tear, or which has received a blow that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work site.
- 5.11 While stored, CIPP materials shall be adequately supported and protected. CIPP materials shall be stored in a manner recommended by the manufacturer.
- 5.12 The City may conduct inspections of the CIPP materials after delivery. The CIPP liner shall be subject to rejection at any time due to failure or unacceptable installation, even if the CIPP material may have been accepted as satisfactory at the place of manufacture. CIPP materials rejected after delivery shall be marked for identification and shall be removed at once from the site.
- 5.13 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents. All CIPP lining materials shall be from a single manufacturer. The Contractor shall be responsible for providing all test requirements specified herein as applicable. In addition, all CIPP materials to be installed under this Contract may be inspected at the plant for compliance with these specifications by an independent testing laboratory approved by the City.
- 5.14 Contractor shall not load and permit any part of any structure to be loaded in any manner that will endanger the structure nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 5.15 Contractor shall maintain total compliance with all safety practices and regulations, including without limitation OSHA requirements, and all practices and regulations related to construction work within an excavation.
- 5.16 Contractor shall be prepared at all times to deal with ground water should it be reached during the performance of the Work.

- 5.17 Sewer flow precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging as well as to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.
- 5.18 Sewer laterals to be lined shall be temporarily taken out of service by the contractor in order to permit the lining. The diversion of sewage onto private property, into City streets, or into storm sewers is strictly prohibited.
- 5.19 Contractor shall maintain a crew or a plumber capable of responding on short notice (one hour) to such emergencies that may occur as a result of the lining process. Contractor must have the capability to televise the service connection to determine the cause of the blockage and then remove the blockage.
- 5.20 Contractor shall provide a minimum of two, 24-hour telephone numbers to be contacted in case of an emergency.
- 5.21 Contractor shall remain within the boundaries of the affected easement or public right-of-way during the performance of the Work.
- 5.22 During the progress of the Work, Contractor shall keep the Sites free from accumulation of waste materials, rubbish and other debris resulting from the Work.
- 5.23 Notification of Affected Property Owners: Contractor shall, prior to beginning the Work at each Site, notify all residents that the lining process may affect them. This notification shall consist of written information and verbal communication that outlines the lining process to be used and the timing of the project. Should excavation be required, additional notification must be issued. Contractor's written communications shall be as approved by the City's Project Manager.
- 5.24 The City will provide the Contractor with as-built drawings for each Site.
- 5.25 Relevant video of the sanitary sewer that is part of the Work and has been televised by the City will be made available to the Contractor.
- 5.26 Upon request, the City will provide access to the Sites to conduct investigations and tests as each Respondent deems necessary for submission of a proposal. Requests must be submitted no later than three (3) prior to the mandatory bid intent confirmation.
- 5.27 Permits: A "Right of Entry" is required if working on private property. The City's Project Manager will be responsible for determining if any permits are necessary - and who will apply for them.
- 5.28 Restoration: Contractor shall repair or otherwise restore each of the Sites, including without limitation replacement (where applicable) of sidewalk or pavement removed as a result of the Work and repair and/or restoration of any area affected by the Work to a condition equal to or better than the condition of the Sites and adjacent areas prior to the performance of the Work and to the satisfaction of the City's Project Manager.
 - All paved and concrete surfaces must be straight-line marked for cutting and removal; new pavement shall be broom clean.
 - In grass areas, the sod shall be neatly cut and removed.
 - The edge of the surface of all excavations, except for those made in sodded areas, shall be cut by the contractor in straight lines.
- 5.29 Hard surface cross-section restoration shall conform with MDOT's 2020 Standard Specifications for Construction, Divisions 2, 3, 5 and 8 as amended, and shall be provided by the City.
- 5.30 Contractor shall promptly notify, and shall deliver videos and reports to the City's Project Manager when each Site is ready for inspection.

- 5.31 Contractor shall remove from the Sites all waste materials, tools, equipment, supplies, barriers, debris, removed paving or cement, and any waste resulting from the Work.
- 5.32 Measurement and Payment: The completed Work will be paid for at the contracted not-to-exceed lump sum per job as provided and agreed upon from the proposal for Work in year one (1). Renewals, if exercised, will be based on unit pricing as proposed (see Attachment A – Proposal Form).
- 5.33 Warranty: All CIPP lining placed and/or excavation replacements shall be guaranteed by the Contractor for a period of two (2) years from the date of acceptance (final payment). During this period, all defects discovered, as determined by the City, shall be promptly repaired or removed and replaced in accordance with the City's written instructions and at no cost to the City.
- 5.34 If Contractor does not promptly comply with the terms of such written City instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.
- 5.35 Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. All Work determined by the City to be defective, whether or not in place, may be rejected, corrected, or accepted at the discretion of the City's Project Manager.
- 5.36 If required by the City, Contractor shall promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.
- 5.37 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the City the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- 5.38 Neither the Contractor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his/her race, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 5.39 Pre-Construction meeting: Prior to commencement of the Work, 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 at a time, date, and location to be mutually determined. The plan of operations and the schedule for the Sites shall be reviewed and agreed upon at this meeting.

6 TERMS AND CONDITIONS OF THE CONTRACT

- 6.1 **Contract:** Upon award of any agreement resulting from this RFP, the City intends to execute a Contract, 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.
- 6.2 Contractor shall be responsible for obtaining any permits which may be required by any entity having jurisdiction over the Work, provided, however, that the City shall waive the fees for any permits which it may require.
- 6.3 **Designated Representatives and Authority:** Prior to commencement of the Work, the City will assign a designated representative and project manager ("City's Project Manager"), with authority and responsibility for ordering such Work as shall have been authorized by the Contract and for providing directions to the Contractor.
- 6.4 **Schedule of the Work:** A mutually agreeable time schedule for completion of the Work ("Schedule of Work") shall be as agreed upon between the Contractor and the City's Project Manager and/or his designee, prior to commencement of the Work by Contractor. Changes to the Schedule of Work may be mutually agreed upon between the Contractor and the City's Project Manager at any time during the Contractor's performance of the Work, provided, however, that such changes shall be documented in writing and signed by both the Contractor and the City's Project Manager.
- 6.5 **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, ("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 Contract as provided in Section 6.8 below.
- 6.6 **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 the pricing as proposed by Contractor and as accepted by the City (hereinafter referred to as the "Contract Amount") for the Work at each Site.
- 6.7 **Payment:** The City shall pay Contractor's invoice Net 30 days upon approval of the invoice by the City's Project Manager.
- 6.8 **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 Work Orders and Change Orders must be in writing and signed as provided herein. Such Work Orders and/or 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.
- 6.9 **Independent Contractor:** Nothing in this Contract 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 Contract.
- 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.

- 6.10 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 of this Contract and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work. Contractor shall be fully responsible for all acts and omissions of Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor.
- 6.11 Unexpected Conditions: If concealed or unknown physical conditions are encountered at the Sites that differ 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 Contract, 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.
- 6.12 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. Except as otherwise provided herein, the lump sum fees proposed by Respondent shall include all costs necessary to complete the Project. There are to be no extra costs. Should a change in the Work's scope create extra costs, these costs must be approved by the City before any of the additional Services will be authorized or paid.
- 6.13 Time of the Essence: Time limits stated in the Contract Documents are of the essence of this Contract.

- 6.14 Inspection and Acceptance of the Work: The Contractor shall be responsible for notifying the City's Project Manager as the Work at each Site is completed, so that the site may be inspected. The City shall not accept Work at each Site until accepted by the City's Project Manager as meeting the specifications, terms, and conditions of a contract between the City and the Contractor. Final acceptance of the completed site will be the sole responsibility and authority of the City's Project Manager, said acceptance not to be unreasonably withheld.
- 6.15 Performance and Payment Bonds: As part of the Agreement, Contractor will be required to provide, prior to the start of the Work, Performance and Payment Bonds equal to the total value of the agreement, in a manner and form acceptable to the City Attorney. Bonds may be required with each contractual renewal year.
- 6.16 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 Contract. 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.
- 6.17 Contractor Warranties and Representations: Contractor represents and warrants that:
- Suitability of Site. Before commencing any portion of the Work, Contractor will have examined the general condition of the Sites and have determined that they are suitable for the Work as contemplated by this Contract. Any extra costs incurred or required to be incurred due to the unsuitability of the Sites will be borne by Contractor, if such unsuitability could reasonably have been discovered by Contractor prior to its commencing the Work.
 - 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.
- 6.18 Term: This Contract shall run for the length of the Work undertaken by Contractor 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 Contract shall inure to each party in perpetuity, including surviving any termination of this Contract by either party.
- 6.19 Performance Requirements: Contractor will perform all Contract Work under this Contract 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 Contract is subject to the City's continuing rights of review, inspection, and approval.
- 6.20 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 Contract. 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 Contract. 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 Contract.

- 6.21 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 Contract, terminate the services of Contractor under this Contract 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 by the Completion Date;
 - Fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to the Work;
 - Persistently disregard any law or ordinance relating to the Work 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 Contract.
 - Should this Contract 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 and Contractor shall not receive any further payment pending the satisfactory completion of the Work. If the expenses incurred by the City in completing the Work, including any compensation paid by the City for managerial, administrative or supervisor services in completing the Work, exceed the unpaid balance of the Contract Sum, then such excess shall be promptly paid by Contractor to the City.
 - Should this Contract 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.
- 6.22 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.
- 6.23 Assignment: Contractor shall not assign, sublet, or transfer an interest in this Contract or any of the Contract Documents without the prior written consent of the City.
- 6.24 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.

- 6.25 Attorney Fees: The defaulting party must pay the non-defaulting parties' fees, costs and expenses, including reasonable attorney's fees, for enforcement of this Contract through appeals and collection.
- 6.26 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 Contract, 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.
- 6.27 Severability: It is the intent of the parties to this Contract that this Contract be enforceable to the fullest extent permitted by law. If, however, any provision or portion thereof of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the balance of this Contract 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 Contract.
- 6.28 Mutually Drafted: The parties to this Contract expressly agree that this Contract 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 Contract shall be constructed neither against nor in favor of either party, but shall be construed in a neutral manner.
- 6.29 Liquidated Damages: Contractor's failure to fulfill its obligations with respect to the Schedule of the Work shall result in the City's deduction from its payment to Contractor hereunder the sum of Four Hundred & No/100 Dollars (\$400.00) (US) for every day on which the Work is not completed as defined in the Scope of Work, said deduction as liquidated damages, not as a penalty.
- 6.30 Any materials supplied by Contractor in the performance of the Work shall be new materials of an original manufacturers only. No used or refurbished materials will be accepted.
- 6.31 The Contractor will be responsible for verifying that Miss Dig has all underground utilities marked prior to commencement of construction work. Repair of any damages to underground utilities as a result of the Work shall be the sole responsibility of the Contractor.
- 6.32 Contractor shall be responsible for repair or replacement of any City or private property damaged or otherwise injured as a result of the Work.
- 6.33 The City shall retain the right at any time during the Work to order the Contractor to cease work to correct inadequate or improper safety practices observed by City staff.
- 6.34 Final acceptance of the Work will be the sole responsibility and authority of the City's Project Manager.
- 6.35 The City reserves the right to arrange compaction testing and any other testing deemed appropriate and/or necessary by the City's Project Manager, as well as inspection of the Site during construction. Such testing and inspection shall be at the City's expense only if they fall outside the requirements or specifications included in the Work.

- 6.36 Fair Treatment: The City is aware that any project has some unknowns that cannot be reasonably anticipated. The Consultant will be treated fairly on these items, as long as approval is obtained prior to engaging in any related work.
- 6.37 City Ordinance: All City ordinances must be obeyed.
- 6.38 Insurance: Contractor shall maintain in effect throughout the Services insurance, as required in the City's "Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities which are attached to this RFP, with the City named as an Additional Named Insured.
- 6.39 The City reserves the right, at its sole discretion, to include other relevant terms, conditions, and specifications in any Contract resulting from this RFP.
- 6.40 The City may elect to choose not to proceed with any Work, as deemed in the best interest of the City.

7 TERMS & CONDITIONS OF THIS RFP

All Respondents interested in submitting a proposal shall register with the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn>.

- 7.1 Respondents **MUST** confirm their intent to bid within the online solicitation by the due date and time specified on the cover page of this RFP. **Failure to confirm intent by this deadline will result in disqualification from submitting a proposal.**
- 7.2 Proposals shall be electronically uploaded to the City of Kentwood MITN ([bidnetdirect.com/mitn/cityofkentwood](https://www.bidnetdirect.com/mitn/cityofkentwood)) website by the deadline specified on the cover page of this RFP. Submissions received after that time may not be accepted. This is a sealed solicitation.
- For assistance on how to upload submittal documents, contact MITN directly at (800) 835-4603. The MITN system will not allow for late submittals and a submittal must be completed before the due date and time. **This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.**
- 7.3 Proposals submitted must include:
- Proposal Form: City-provided proposal form (Attachment A – 2 pages) to be completed and executed by an authorized officer or agent of the responding company. A not-to-exceed lump sum for each Site shall be submitted for the initial contract term (year 1).
 - Provide fee for both CIPP and Excavation per Site
 - Provide fee for all Sites listed in Exhibit B
 - Bid Bond: Proposals must be accompanied by a Bid Bond or certified check drawn on a Michigan bank and payable to the City of Kentwood in the amount of five percent (5%) of the bid to complete the Work which shall be retained by the City of Kentwood if the successful Respondent does not enter into a contract for the Work nor provide good and sufficient Performance Bond and/or insurance certification within ten (10) days of award of a contract, said retention by the City of Kentwood as liquidated damages, not as a penalty. The Bid Bond or certified check of Respondents not selected for any contract resulting from this RFP will be returned by the City of Kentwood upon approval of the City Commission of the recommended Contractor, or upon the City Commission's decision to cancel the project, whichever shall first occur.
 - Qualification: Provide documentation of experience in the Work to be performed.

- References: Provide a minimum of three (3) previous customers who can attest to the Respondent's ability to perform work of a similar nature. For each reference, include the following:
 - Customer's business or organization name
 - Contact person's name, phone number, and email address
 - Project name and a brief description of the work performed
 - Date(s) when the work was provided
- Subcontractors: A list of any and all proposed subcontractors to be used in the performance of the Work, identifying the portion of the Work to be performed by each, and evidence of subcontractor experience by providing at least two (2) previous customers that can provide a reference as to the proposed subcontractor's ability to perform their proposed portion of the Work.
- Exceptions, Omissions, Substitutions and Recommendations:
If the Respondent is not submitting proposal exactly to the Specifications, terms, and conditions of this RFP, the Respondent 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 Respondent has identified as non-compliant:
 - 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
 - Product or item included in the Specifications that is not included in Respondents proposed price
 - Proposed exceptions to the Specifications, terms, and conditions contained in this RFP
 - Alternates to specified products or services as proposed by the Respondent

Failure to outline all deviations may be grounds for rejection of the Respondents proposal.

Respondents are encouraged to submit only those materials that contribute directly to the demonstration of relevant qualifications. No consideration will be given to submittal size, photographs, marketing materials, nor narrative not specifically solicited. This does not relieve a Respondent from the responsibility to provide a legible and coherent submittal.

- 7.4 No exceptions to submitted pricing will be allowed for errors or potential problems not identified in proposals.
- 7.5 The City reserves the right to accept or reject any proposal, or to reject all proposals, to waive any formalities, to elect not to enter into any contract as a result of this RFP, and/or to award the contract in any manner deemed to be in the best interests of the City.
- 7.6 Respondents are hereby notified that their proposal, 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 (FOIA).
- 7.7 Prices quoted by submitters must remain open to acceptance by the City without change for not less than sixty (60) calendar days from the due date of proposals.
- 7.8 Electronic proposals can be withdrawn from the MITN website prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7.9 Submission of a proposal will be construed as a conclusive presumption that the Respondent is thoroughly familiar with the qualification requirements and specifications and that they

understand and agree to abide by each and all of the stipulations and requirements contained therein.

- 7.10 The City reserves the right, at its sole option, to request any submitter financial information, which will allow the City to determine if that submitter has sufficient financial strength to provide the requested Work. The City may be able to conduct such review in a manner which will not subject submitter's financial information to disclosure under FOIA.
- 7.11 A procedure for questions which Respondents may wish to ask of the City has been established as follows:
- Questions shall be asked within the solicitation platform at <https://www.bidnetdirect.com/mitn/cityofkentwood>.
 - The City will respond to all questions within the solicitation platform and may issue an addendum for each or combined questions from Respondents. It is the Respondent's responsibility to confirm any addenda.
- 7.12 Prior to beginning any awarded Work, Contractor shall provide the City with evidence of insurance coverage as specified within this RFP, satisfactory to the City Attorney, and naming the City as an Additional Named Insured.
- 7.13 For general information regarding the City procurement process, please contact Cori Derengowski, Buyer via Email at derengowskic@kentwood.us

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, BE DECLARED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

SEE EXHIBITS AND ATTACHMENTS

Exhibit A – Maps – 2 pages

Exhibit B – Site Descriptions – 1 page

Exhibit C – Photos & Video – (51 photos & 26 videos – *see Exhibit B for specific quantity per job site*)

Exhibit D – Standard Specifications – 80 pages

Attachment A – Proposal Form – 2 pages