

## NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

### Angling Road Reconstruction

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: June 18, 2013

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Wednesday, July 10, 2013 at 3:30 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**Angling Road Reconstruction**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the City of Portage, Purchasing Department, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Angling Road Reconstruction

FOR OPENING: July 10, 2013 at 3:30 p.m. in Conference Room #1

MDOT PREQUALIFIED:        Yes        No

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage

website:<http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx>.

Bid packages will also be mailed upon request.

Contractors bidding on this project will be required to be prequalified as an MDOT contractor. In addition, any sub-contractors performing work on this paving project will also need to be MDOT prequalified.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City. In addition, contracts will be awarded pending City Council budget approval.

There will be a pre-bid meeting at 3:00 p.m. on Tuesday, July 2, 2013 in City Hall Conference Room #1, 7900 South Westnedge Avenue, Portage, Michigan 49002.

If you have any questions, please phone the Purchasing Department at (269) 324-9284. If you have questions regarding the specifications, please call Jereme Rowland at (269) 329-4428.

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### Attachments

Angling Road Topo Map	
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Rip Rap Spillway Detail	
City of Portage SD-119A&B, Ramped Sidewalk Detail/Detectable Warning Surface	
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## **1. INSTRUCTIONS TO BIDDERS**

- 1.1. **FORM**-- Each Bid shall be made on a form prepared therefore by the Purchasing Agent and included as 1 of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
- 1.2. **DISCREPANCIES** -- In case of a difference between the stipulated amount of the bid written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- 1.3. **MODIFICATIONS** -- Proposal shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- 1.4. **EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE** -- Before submitting a proposal, bidders shall carefully examine the specifications, and other contract documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the proposal the sum to cover the cost of all items included on the proposal form.
- 1.5. **DELIVERY OF PROPOSALS** -- Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the bidder unopened.
- 1.6. **WITHDRAWAL** -- Any bidder may withdraw his proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of proposals.
- 1.7. **OPENING** -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.8. **INTERPRETATION OF DOCUMENTS** -- If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the addendum will be mailed or delivered to each person on record

as receiving a set of the Contract Documents. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

- 1.9. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the proposal.
- 1.10. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
- 1.11. CONTRACTOR REQUIREMENTS – Contractors bidding on this project will be required to be prequalified as an MDOT contractor. In addition, any sub-contractor performing work on this paving project will also need to be MDOT prequalified. Information on how to become a MDOT prequalified contractor can be found at the following web site: <http://www.michigan.gov/mdot>
- 1.12. NONDISCRIMINATION -- The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises



- 1.16.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.
- 1.16.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.

1.17. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS – All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained from the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

1.18. INSURANCE REQUIREMENTS  
Prior to commencement of the work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). The certificate of insurance must contain the following statement: The City of Portage, its agents, elected officials, and employees, is included as an additionally insured party. This insurance must consist of:

- 1.18.1. Workers Compensation  
Workers Compensation insurance, including Employer's Liability to cover employee injuries or disease compensable under the Workers Compensation statutes of the states in which work is conducted under this contract.
- 1.18.2. Comprehensive General Liability  
A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
- a) All premises and operations.
  - b) Explosion, collapse and underground damage.

- c) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.
- d) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.
- e) Personal Injury Liability endorsement with no exclusions pertaining to employment.
- f) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1.18.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.18.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

1.18.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

- A. Workers Compensation Statutory
- B. Comprehensive General Liability \$1,000,000  
Combined Single Limit (including sub-contractors)

C. Comprehensive Automobile Liability \$1,000,000  
Combined Single Limit (Injury and Property Damage)

D. Umbrella or Excess Liability \$2,000,000

1.18.6. Notice of Cancellation or Intent Not to Renew

The certificates of insurance indicated above shall be endorsed to provide at least 30 days prior written notice shall be given to the City of cancellation, material change in policy or of intent not to renew and 10 day cancellation notice for non-payment of premium.

1.18.7. Evidence of Coverage

The Insurance Certificates referenced in Paragraph 1 above must be submitted within 10 working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

1.19. Indemnification (This clause takes precedence over the Contract Conditions and Specifications)

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of

the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

1.20. **BASIS OF AWARD**

Award will be made to a responsive and responsible bidder whose lowest grand total bid is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

**2. GENERAL SPECIFICATIONS**

**PROJECT DESCRIPTION**

All work under this contract shall conform to the current edition of the Michigan Department of Transportation (MDOT) Standard Specifications, City of Portage Contract Conditions and Specifications and Special Provisions included herein, unless otherwise directed by the Project Manager.

The work consists of local street paving. The work generally consists of the

preparation, paving, restoration, and other ancillary activities of certain major/local roads. Such work shall be performed in accordance with the location and other information contained in this document.

2.1 STREET PAVING (MATERIAL & EQUIPMENT SPECIFICATIONS):

**A. Street Paving Specifications**

1. *General HMA Specification*

This work shall consist of the pulverization of existing asphalt and placement of 165 #/SYD MDOT 13A Modified mix (PG 64-22) surface course 165#/SYD MDOT 13A modified mix (PG 64-22) leveling course. Unit price shall be by U. S. ton and shall include all base preparation and clean-up associated with the placement of asphalt.

2. *Cold Mill HMA Surface*

The Contractor, prior to commencing the paving operations, shall roto-mill (cold-mill) selected areas of the bituminous surface. Cold-milling shall be as specified in the current Michigan Department of Transportation (MDOT) standard specifications. The Project Manager will locate all areas to be cold-milled. Cold mill bituminous surface shall be at a depth of 1 ½ inches or as directed by the Project Manager. Structure covers shall be chipped around to accommodate 1-1/2” inches of new asphalt. The unit price bid, in square yards, shall be for all equipment, labor, and material necessary to complete the milling as specified. The City reserves the rights to up to all milled materials from the local streets and mill & fill paving job sites which shall be delivered to the City of Portage Compost Site at 10905 Oakland Drive.

3. *Valley Gutter*

Valley Gutter shall be installed per City of Portage SD-131 (attached) at locations as indicated on the plans. This item shall be paid per foot and shall include labor and material to complete the work as specified.

4. *Base Prep*

The contractor shall satisfy himself as to the nature of the distribution of the materials adjacent to the pavement. The pavement shall be placed at a width as shown on the typical section or as directed by the Project Manager. Base preparation costs will be included in the price/ton of base crushing and shaping.

The Project Manager, prior to the scheduled day of paving, will locate the centerline and establish edge of proposed pavement. All surfaced areas within the paving area must be prepared prior to the placement of the bituminous paving. The contractor shall construct the cross-section at a proper grade for drainage purposes, while still maintaining the existing crown integrity of the roadway.

5. *Mailboxes*

Mailboxes that will interfere with the paving shall be relocated prior to the beginning of base preparation. The face of the box shall be flush with the proposed edge of pavement. Upon completion of paving, any mailboxes which are greater than a distance of 1 foot from the edge of the new asphalt shall be moved to within 1 foot of the new road edge as directed by the Project Manager. Any mailboxes or posts damaged during relocation shall be replaced with equal to or greater mailbox and a 4' by 4' wooden cross arm style post approved by the Project Manager.

Mailbox relocation shall be paid for at the contract unit price for each mailbox being relocated. Mailbox relocation shall be measured by the number of posts or post-like material relocated regardless of the number of boxes attached to the posts. Relocation shall be per City of Portage Standard Design 120 (see attachment). The unit price bid shall include all labor, equipment and material necessary to relocate each mailbox.

6. *Restoration*

Immediately following the installation of the bituminous pavement, each area (where applicable) shall be cleaned up (restored). The restoration behind the pavement must commence immediately following the placement of the bituminous material. The Contractor shall use a processed top soil containing a minimum of 4% organic content approved by the Project Manager. Generally, restoration operations will be limited to 1 to 3 feet in order to blend to the existing ground/lawn. In residential or commercial areas restoration material will be top soil. All areas restored shall be seeded immediately following the placement of the top soil. Seeding shall be done with a mixture of 60% Kentucky Blue Grass, 30% Creeping Red Fescue, and 10% Perennial Rye, or approved equal. Following the area's seeding, it shall be covered with straw. In addition, the contractor may elect to hydro-seed if desired.

All driveway restoration shall be completed a maximum of 3 working days following the paving of the adjacent roadway. All restoration alongside the new pavement shall be accomplished within 10 working days following the paving of the adjacent roadway.

Method of payment for restoration shall be as follows. All labor and equipment necessary to top soil and seed behind the new edge of pavement using top soil material shall be included in the unit price per square yard.

7. *Drive Approaches*

All driveways shall be paved across in such a manner as to avoid ponding storm water. All gravel or other loose material driveways shall be prepared in the same manner as the areas adjacent to the existing pavement. Material excavated from a driveway will be used to backfill the driveway following paving.

If additional gravel is needed to restore a driveway, it shall be 21AA or white stone gravel and will be paid for at the contract unit price per ton by means of a duplicate ticket.

Existing HMA and concrete driveways will be addressed in such a manner as to not create a “speed bump.” On most driveways this will be accomplished by means of tapering the asphalt to meet the existing driveway surface. However, feathering the asphalt thickness in such a manner as to jeopardize the integrity of the finished pavement is not acceptable. To avoid this, paving to some hard surfaced driveways may require the removal of some material to form a butt joint.

8. *Pavement Marking*

All streets with pavement markings shall have the markings replaced. Pavement markings consist of 12 inch white cross-walk lines and 24 inch white stop bars. Pavement markings shall be either inlay cold plastic or waterborne paint as specified in this document. All pavement markings and pavement marking materials shall conform to the current edition of the Michigan Manual of Uniform Traffic Control Devices, current MDOT Specifications, and special provisions included herein, unless otherwise directed by the Project Manager. Payment shall include all equipment, labor and material to replace the pavement markings.

9. *Environmental Protection*  
Geotextile silt fence shall be installed at base or areas designated for embankment and slope restoration. Silt fence shall be furnished and installed in conformation with Standard Detail 125. The unit price for item shall include removal or the fencings when a turf establishment has occurred and as directed by the Engineer.
10. *Base Crushing and Shaping*  
This item includes pulverising, crushing, grading and compacting existing pavement in preparation for new HMA paving. All work shall be done in accordance with Section 305 of the 2012 MDOT Specifications. Grading shall be performed to match the project typical sections. A quantity of aggregate base course material has been included for the final grading and shaping.
11. *Guardrail, Type B*  
This item consists of all work and material to install new guardrail at the line and grade shown on the typical sections. Buffered ends shall be paid for separately. All work shall conform to Section 807 of the 2012 MDOT Standard Specifications.
12. *Spillway, Grouted Rip Rap*  
This item consists of the grading, geotextile fabric installation, rip rap placement and grouting of a drainage spillway as shown on the typical detail. Rip rap material shall be quarried stone or broken concrete of a nominal size of 8" to 12". The spillway shall be placed at Station 38+19 right and shall extent from the HMA shoulder to the existing right of way line. Cementous grout shall be placed either by Tremie or Chute in the rip rap voids to create a monolithic spillway. Grout shall not be allowed to overfill the rip rap voids interlock the spillway sides. The Engineer reserves the right to modify the proposed spillway dimensions to best fit the existing topography.
13. *Slope Restoration*  
This work shall consist of the final grading and replacement of topsoil and mulch blanket installation at all disturbed embankment areas as shown on the drawings. All work shall be done in accordance with Section 916 of the 2012 MDOT Specifications.

Basis of Payment-This work shall be paid for by the square yard for all material and labor necessary for a complete installation and restoration.

After placement of the embankment material the slope areas shall receive 4" of topsoil, fertilizer nutrients, seed and excelsior mulch blanket and mulch blanket anchoring. Topsoil shall be salvaged from the project site and re-spread. Mulch blanket material shall be North American Green S150 or approved equal.

10. *Traffic Control*

The contractor shall be responsible to develop a traffic maintenance control plan and submit it for approval to the City Traffic Engineer. Access to side streets and driveways will be maintained at all times.

On all portions of the project and impacted areas, Contractor shall place construction signing and barricading as depicted in the approved traffic maintenance control plan. Contractor shall notify the Traffic Engineer at least 12 hours prior to either commencing the construction or shifting the traffic.

All traffic control and construction signage (traffic regulators, 42" grabber cones, signage, arrow boards, and barricades) will be priced as a lump sum.

11. *Laying Out of Work*

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements used to prepare this document. Any difference which may be found, shall be submitted to the Director of Transportation & Utilities for consideration before proceeding.

12. *Schedule*

The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of this project. All work on this contract shall commence after July 1, 2013 and be completed by October 31, 2013. The Contractor shall schedule his/her work to accommodate the City's scheduled completion date. In the event that this schedule requires night, weekend or

overtime work, no additional compensation will be allowed.

13. *Removal of Rubbish*

The Contractor shall remove all rubbish and accumulated materials due to his/her construction.

14. *HMA Equipment Requirements*

For the project, the contractor will be required to furnish an 8 to 10 ton, vibratory, compaction roller and a 3 to 5 ton, vibratory, finish roller. These rollers will ensure the appropriate compaction and finish to the road repair sections. In addition, the HMA will be transported in 40 ton (or greater), insulated, rear discharge, live bottom, material transporter.

15. *Remove and Replace Concrete Sidewalk*

This item shall consist of all excavation, saw cutting, embankment, preparation, root cutting, tree removal 8” diameter or less, brush removal or relocation, bush removal or relocation, tree limb trimming, adjusting traffic signal hand holes, removing fence, sign relocation, topsoil, seeding and restoration etc., required for the installation of the sidewalk.

All work shall be done in accordance with the applicable sections of the Standard Specifications. All excess cut material shall be hauled from the site. All embankments directly beneath the sidewalk and within a 1 on 1 slope shall be Class II granular material provided by the Contractor. Tree limbs which extend over the new sidewalk shall be carefully removed by the Contractor as directed by the Project Manager and the cut ends shall be painted with bitumastic.

Sidewalk trenching will be measured by station along the centerline of each sidewalk separately within the limits established by the Project Manager.

The contract unit price for stations of sidewalk removal will be payment in full for furnishing all equipment and labor, furnishing and placing all embankment, disposing of surplus material from the project, restoration, and all other work specified above. Removal of existing concrete or bituminous sidewalk adjacent to areas of new sidewalk construction shall be paid for as remove existing sidewalk, which unit price shall be payment in full for all labor, equipment and materials necessary to remove the existing sidewalk to the limits indicated by the Project Manager and prepare the area for

placement of new sidewalk.

Concrete materials, Placement, and Finishing--Concrete materials, placement, and finishing shall conform to the City of Portage specifications. The surface shall be floated just enough to produce a smooth surface free from irregularities, with all edges and joints rounded. The surface of sidewalks shall be broomed to produce a slightly roughened surface. Curing and protection shall also be in accordance with aforementioned specifications.

Backfilling and Restoration -- After a minimum of 24 hours, forms may be removed and sidewalk may be back filled. The backfill shall be compacted and leveled and topped with 4 inches of processed topsoil, approved by the Project Manager, which shall be leveled to the top of the sidewalk or curb and the adjacent existing ground. Seeding shall be done with a mixture of 60% Kentucky Blue Grass, 30% Creeping Red Fescue, and 10% Perennial Rye, or approved equal. Following the area's seeding, it shall be covered with straw. In addition, the contractor may elect to hydro-seed if desired. The restoration of sidewalks through aggregate surfaces driveways shall be completed to grade with aggregate similar to the surrounding driveway. The contract unit prices for removing and replacing sidewalk items shall include all labor, materials and equipment necessary to complete backfill and restoration as specified herein.

Sidewalk Ramp and Detectable Warning -- The installation of sidewalk ramps and detectable warning plates shall comply with City of Portage Standard Detail 119A and 119B which are attached to this document.

16. *Sequence of Work*  
All work including the sidewalk repairs, embankment, guardrail installation, spillway and slope restoration, and ADA ramp installations shall be completed excluding final restoration prior to applying final surface asphalt to the street surface.
17. *Contractor Requirements*  
Contractors bidding on this project will be required to be prequalified as an MDOT contractor. In addition, any sub-contractors performing work on this paving project will also need to be MDOT prequalified. Information on how to

become a MDOT prequalified contractor can be found at the following web site: <http://www.michigan.gov/mdot>.

2.2 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of 2 years from the 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 cost to the City.

2.3 QUANTITIES

The quantities shown on the proposal are approximate only and are subject to increase or decrease. No guarantee of maximum or minimum is given.

2.4 INSPECTION OF WORK

The City will maintain inspectors on the job who shall at all times have access to the work and quality control.

2.5 MATERIALS INSPECTION AND RESPONSIBILITY

The City shall have the right to inspect any material to be used in carrying out the terms of this contract.

The City does not assume any responsibility for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract.

Any such materials, equipment, components or completed work which do not comply with MDOT or City of Portage specifications or State codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.

### **3. SUPPLEMENTAL SPECIAL PROVISIONS**

- 3.1 The Contractor shall submit to the City of Portage, for approval, a laboratory Marshall Mix Design Representative of the mixture to be placed by the Contractor.

The mix design shall include the following information:

- 3.1.1 The recommended optimum asphalt content.
- 3.1.2 Any deviations from ASTM D 1559 (Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus).
- 3.1.3 The method used for determining the theoretical maximum specific gravity.
- 3.1.4 The asphalt content, compacted mixture specific gravity, theoretical maximum specific gravity air voids, voids filled with asphalt (VFA), voids in the mineral aggregate (VMA), stability and flow for each test point and for the recommended optimum asphalt content.

- 3.1.5 The MDOT pit number, gradation, Aggregate Wear Index (AWI), carbonate content, soft stone (shale and siltstone) content, clay ironstone content, crushed content (retained on the No. 4 sieve) and aggregate producer for each aggregate\*.
- 3.1.6 The asphalt cement penetration and/or viscosity grade, specific gravity, producer and supplier.
- 3.1.7 The mineral filler source and supplier.
- 3.1.8 The mixture proportions (aggregate plus mineral fillers should equal 100 percent).
- 3.1.9 The Job Mix Formula (JMF) which shall include the asphalt content and the combined aggregate gradation, AWI, carbonate content, soft stone content, clay ironstone content and crushed content\*.

\*AWI, carbonate content, soft stone content and clay ironstone content is required only on projects for which that particular information is a project requirement.

The Contractor shall be responsible for all costs involved in the development of a mix design. The owner shall pay for the initial verification of the mix design by MDOT. If a new mix design is required for any change in materials, suppliers or sources, the verifications of the new mix designs will be done by an independent testing laboratory under the same procedures and requirements specified for the original mix design and shall be paid for by the Contractor.

The Contractor shall be responsible for HMA testing including, but not limited to, plant testing, HMA density, temperature, and other requirements of Sections 502, 503, and 504 of the MDOT Standard Specifications for Construction. Upon completion of the project all test reports shall be provided to the City.

HMA not meeting specifications shall be rejected and shall be replaced at no expense to the City.

SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

**GENERAL**

Traffic shall be maintained according to Sections 103.05, 103.06 and 812 of the 2003 Standard Specifications for Construction, including any Supplemental Specifications, and as specified here.

The Contractor shall notify the Project Manger a minimum of 72 business hours prior to the implementation of any detours, road closures, lane closures, bridge closures, and major traffic shifts.

The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA) as described below.

None known at this time.

Portage maintenance crews and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The Maintenance Division of the City of Portage and/or Contract Maintenance Agency will coordinate their operations with the Project Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

**CONSTRUCTION INFLUENCE AREA (CIA)**

The CIA shall include the right-of-way of the following roadways, within the approximate limits described below:

Angling Road

In addition, the CIA shall include the rights-of-way of any intersecting roads adjacent to the work zone for a distance of approximately 500 feet in advance and appropriate distances to provide proper warning devices in accordance with the MMUTCD, latest edition and the attached maintaining traffic details.

**TRAFFIC CONTROL DEVICES**

**General**

All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), current edition as revised, and as specified herein.

SPECIAL PROVISION  
FOR  
**MAINTAINING TRAFFIC**

During non-working periods, any work site with uncompleted work shall have advance signs (W20-1 - "Construction Ahead" or W21-4 "Road Work Ahead"), at specific locations, as directed by the Project Manager, at no additional cost to the city.

During construction, access to all business and residential drives shall be maintained.

**Temporary Signs**

All diamond-shaped warning signs shall be 4 ft. x 4 ft. mounted at a 5 foot minimum bottom height in uncurbed areas, and 7 foot minimum bottom height in curbed or pedestrian areas.

Distances between construction warning, regulatory and guide signs shown on the typicals are approximate and may require field adjustment, as directed by the Project Manager.

All temporary signs shall be constructed with legends and symbols flush to the signs face and not extending beyond the sign borders or edges.

**Channelizing Devices**

Channelizing devices required for all traffic lane closures and shifts shall be 42" Grabber Cones.

**MEASUREMENT AND PAYMENT**

The estimate of quantities for maintaining traffic on this project is based on the suggested sequence of operations contained in the staging plans and described in this Special Provision and payment for these devices shall be according to Section 812.04 of the 2003 Standard Specifications for Construction unless otherwise specified.

All traffic control and construction signage (traffic regulators, 42" grabber cones, signage, arrow boards, and barricades) will be priced as a lump sum.

**SPECIAL PROVISION  
FOR  
MAINTAINING TRAFFIC**

DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D"

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF  
LONGITUDINAL BUFFER SPACE<sup>1</sup> "B"

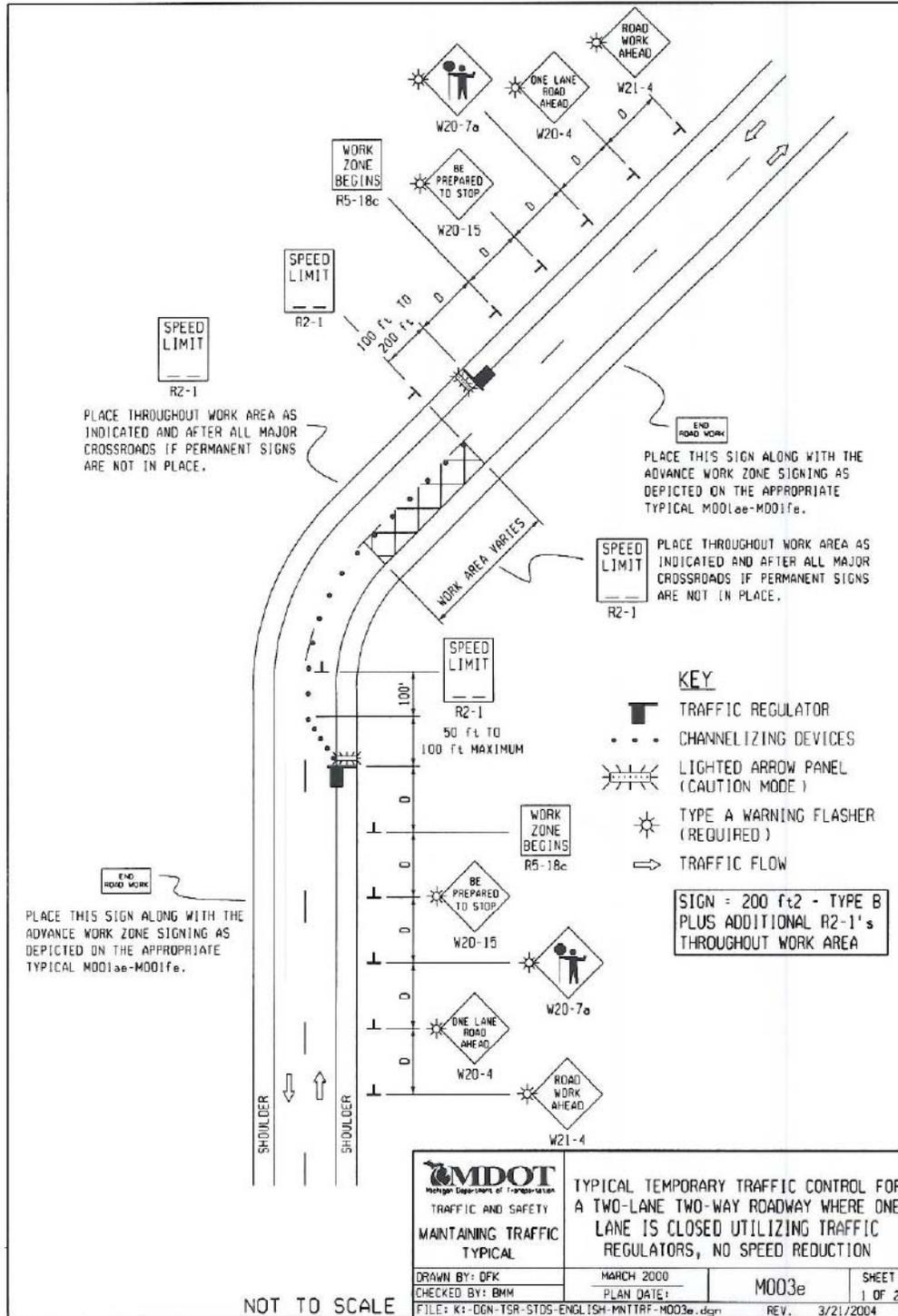
SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

\* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TABLES FOR "L", "D" AND "B" VALUES		
	DRAWN BY: DFK CHECKED BY: BMM	MARCH 2000 PLAN DATE:	M000e
FILE: K:\DGN\TSR\ST05\ENGLISH\MNTTRF\M000e.dgn		REV. Nov. 24, 2003	

# SPECIAL PROVISION FOR MAINTAINING TRAFFIC



## SPECIAL PROVISION FOR MAINTAINING TRAFFIC

### NOTES

- 1EA. SEE M000e FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4EA. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, CHANNELIZING DEVICES SHALL BE LIGHTED PLASTIC DRUMS.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL 4' x 4' WARNING SIGNS, TYPE III BARRICADES, THEIR TEMPORARY SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL BE FABRICATED IN ACCORDANCE WITH THE CURRENT STANDARD PLAN.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-15 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

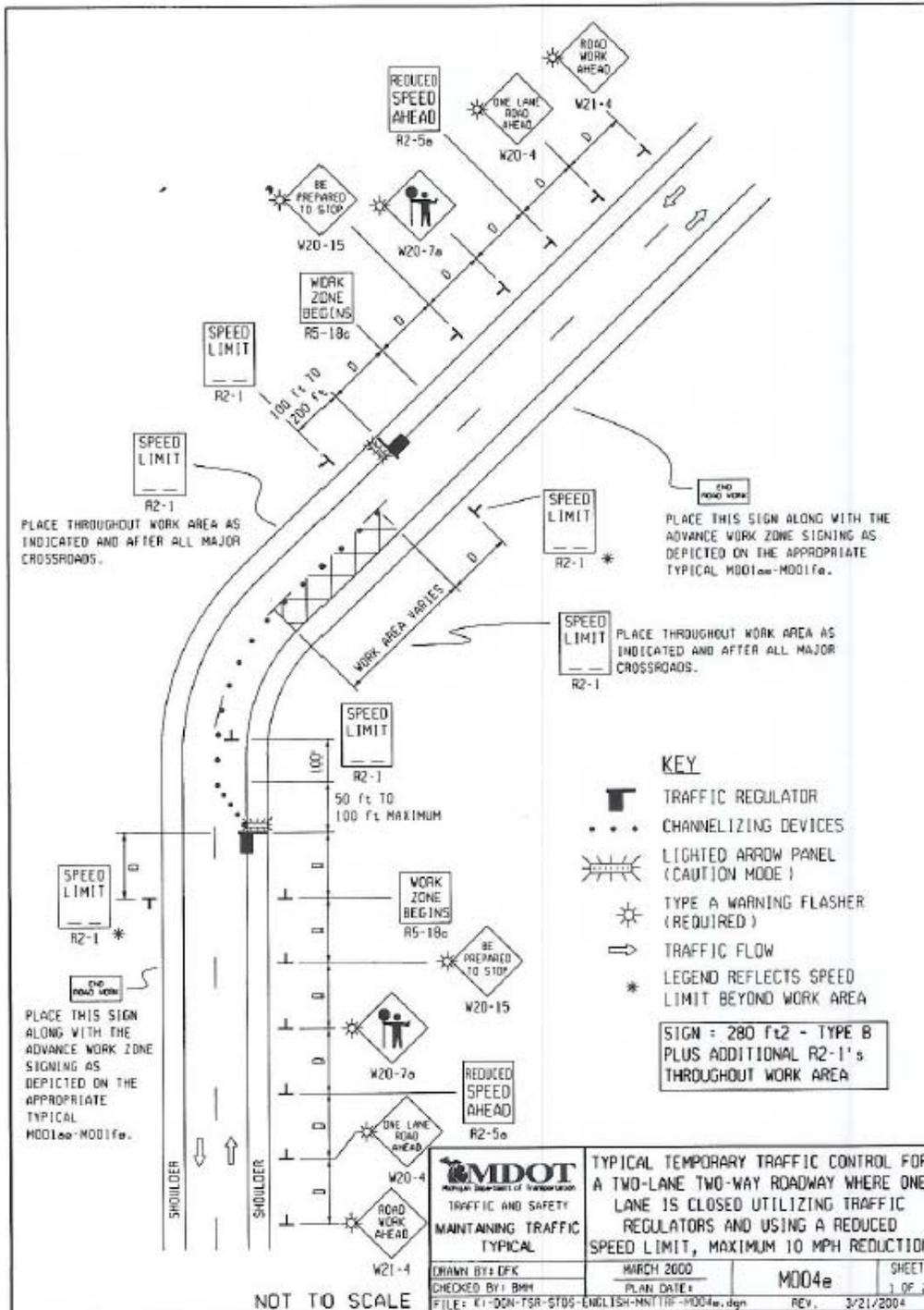
### SIGN SIZES

DIAMOND WARNING - 48" x 48"  
 R2-1 REGULATORY - 48" x 60"  
 R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 <b>TRAFFIC AND SAFETY</b> <b>MAINTAINING TRAFFIC</b> <b>TYPICAL</b>		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS, NO SPEED REDUCTION	
DRAWN BY: DFK	MARCH 2000	M003e	SHEET
CHECKED BY: BHM	PLAN DATE:		2 OF 2
FILE: K:\DON-TSR-STDS-ENGLISH\MNTTRF-M003e.dgn		REV.	3/21/2004

# SPECIAL PROVISION FOR MAINTAINING TRAFFIC



## SPECIAL PROVISION FOR MAINTAINING TRAFFIC

### NOTES

- 1EA. SEE M000e FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4EA. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, CHANNELIZING DEVICES SHALL BE LIGHTED PLASTIC DRUMS.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL 4' x 4' WARNING SIGNS, TYPE III BARRICADES, THEIR TEMPORARY SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL BE FABRICATED IN ACCORDANCE WITH THE CURRENT STANDARD PLAN.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDTT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
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- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-15 SIGNS.
15. THE HAND HELD (PADDLER) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

### SIGN SIZES

DIAMOND WARNING - 48" x 48"  
 RECTANGULAR REGULATORY - 48" x 60"  
 R5-18c REGULATORY - 48" x 48"

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A REDUCED SPEED LIMIT, MAXIMUM 10 MPH REDUCTION	
	DRAWN BY: DFK	MARCH 2000
CHECKED BY: BMM	PLAN DATE:	M004e
FILE: K:\BON-TSR-STDS-ENGLISH-MNTTRF-M004e.dgn		REV. 3/21/2004

NOT TO SCALE

**SPECIAL PROVISION  
FOR  
MAINTAINING TRAFFIC**

**CITY OF PORTAGE**

**SPECIAL PROVISION**

**FOR**

**HMA, 13A, MODIFIED**

1 of 2

Furnish hot mix asphalt (HMA) Marshall Mixes HMA, 13A and HMA, 36A in accordance with the MDOT 2012 Standard Specifications for Construction, except as modified herein.

HMA Mixtures shall conform to the following Tables: *Mix Design Criteria and Volumetric Properties* and *Aggregate Properties*. These tables are modified from the table shown in the 2012 Special Provision 12SP501(F)v1, Marshall Hot Mix Asphalt Mixture.

Pay Item

Pay Unit

HMA, 13A, Modified

Ton

**Mix Design Criteria and Volumetric Properties**

	<i>Mixture Type</i>	
	<i>13A, Mod.</i>	<i>36A, Mod.</i>
Target Air Void, % (a)	3.5	3.5
VMA (min) % (b)	14.00	15.00
VFA	65 – 78	65 – 78
Fines to Binder Ratio (max) (c)	1.2	1.2
Flow (0.01 inch)	8 – 16	8 – 16
Stability (min), lbs	900	900
a. Lower target air voids by 1.00% if used in a separate shoulder paving operation. Consider reducing air void targets to 3.00% for lower traffic volume roadways when designing 13A and 36A mixtures for local agency use. b. VMA calculated using Gsb of the combined aggregates. c. Ratio of the weight of aggregate passing the No. 200 sieve to total asphalt binder content by weight; including fines and binder contributed by RAP.		

**SPECIAL PROVISION  
FOR  
MAINTAINING TRAFFIC**

2 of 2

**Aggregate Properties**

	Mixture No.					
	2C	3C	4C	11A	13A, Mod.	36A, Mod.
<b>Liquid Asphalt</b>				<b>4.0 – 6.0</b>	<b>5.0 – 6.0</b>	<b>5.5 – 6.5</b>
	Percent Passing Indicated Sieve or Property Limit					
1 1/2 inch	100			100		
1 inch	91-100	100		90-100		
3/4 inch	90 max.	91-100	100	70-95	100	
1/2 inch	78 max.	90 max.	91-100	55-85	75-95	100
3/8 inch	70 max.	77 max.	90 max.	40-80	60-90	92-100
No. 4	52 max.	57 max.	67 max.	25-65	45-80	65-90
No. 8	15-40	15-45	15-52	15-50	30-65	55-75
No. 16	30 max.	33 max.	37 max.	10-40	20-50	
No. 30	22 max.	25 max.	27 max.	7-32	15-40	25-45
No. 50	17 max.	19 max.	20 max.	5-20	10-25	
No. 100	15 max.	15 max.	15 max.	4-12	5-15	
No. 200	3-6	3-6	3-6	3-6	3-6	3-10
Crushed (min) % (MTM 117)	90	90	90	40	<b>95</b>	<b>95</b>
Soft Particle (max), % (a)	12.0	12.0	8.0	12.0	8.0	8.0
Angularity Index (min) (b)	4.0	4.0	4.0	2.5	2.5	3.0
L.A. Abrasion % loss (max) (c)	40	40	40	50	40	40
Sand Ratio (max) (d)	-	-	-	-	50	50
<p>a. The sum of the shale, siltstone, structurally weak, and clay-ironstone particles shall not exceed 8.0 percent for aggregates used in top course. The sum of the Shale, Siltstone, Structurally Weak, and Clay-Ironstone particles shall not exceed 12.0 percent for aggregates used in base and leveling courses.</p> <p>b. The fine aggregate angularity of blended aggregates, determined by MTM 118, must meet the minimum requirement. In mixtures containing RAP, the required minimum fine aggregate angularity must be met by the virgin material. NAA Fine Aggregate Angularity must be reported for information only and must include the fine material contributed by RAP if present in the mixture.</p> <p>c. Los Angeles Abrasion maximum loss must be met for the composite mixture, however, each individual aggregate must be less than 50.</p> <p>d. Sand Ratio for 13A, Modified, and 36A, Modified no more than 50% of the material passing the No. 4 sieve is allowed to pass the No. 30 Sieve.</p>						

#### 4. COORDINATION CLAUSE – UTILITIES

The below listed utilities may have facilities in the areas where work under this contract will be performed. The utilities are listed to indicate owner only.

<u>Utility</u>	<u>Owner</u>
Gas	Consumers Energy Company
Electric	Midwest Energy Cooperative
Telephone	SBC Communications
CATV	Charter Communications
Traffic Signals	City of Portage
Fibre Optics	AT&T, US Sprint, Fiberlink

On all projects “72 Hours before you Dig - Call Miss Dig Toll Free” . . . (800) 482-7171.

Owners of public utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor’s operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City, or for delays on construction due to the encountering of existing utilities that are, or are not shown, on the plans.

Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in the contract.

## 5.0 CITY OF PORTAGE PROPOSAL FORM

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds. The undersigned acknowledges that no contract is created until it is executed by all parties.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. No contract is created until it is executed by all parties.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his

proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

**Disclosure:** Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: \_\_\_\_\_  
 \_\_\_\_\_  
 (address of disposal site\*)

Name & Address of \_\_\_\_\_  
 Disposal Site Owner \_\_\_\_\_

\*Attach separate sheet(s) for multiple disposal sites.

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Traffic Control and Construction Signage	1	LS		
2	Sidewalk, Rem	17	SYD		
3	Sidewalk Ramps, 4" Concrete	152	SFT		
4	Cast Iron Warning Plate (2'x2', Black)	12	LFT		
5	Base Crushing and Shaping, 8-inch to 12-inch	14,310	SYD		
6	Cold Mill HMA Surface (1.5 inches)	1,755	SYD		
7	Aggregate Base Course, 22A, 1" Avg (125#/CFT)	675	TON		
8	HMA Leveling, 13A Modified (165#/SYD)	1,185	TON		
9	HMA Surface, 13A Modified (165#/SYD)	1,330	TON		
10	HMA Valley Gutters	440	LFT		
11	Class A Shoulder, 22A	240	TON		
12	Guardrail, Rem	1,135	LFT		
13	Guardrail, Buffered End	8	EA		
14	Guardrail, Type B	1,125	LFT		
15	Embankment	540	CYD		
16	Spillway, Rip Rap	25	SYD		
17	Silt Fence	1,000	LFT		
18	Slope Restoration	2,630	SYD		
19	Restoration, Top Soil and Seeding	880	SYD		
20	24" Stop Bar, Inlay Cold Plastic	28	LFT		
21	12" X-Walk, Inlay Cold Plastic	125	LFT		
22	Pavt Mrkg, Waterborne, 4" Yellow	6,200	LFT		
23	Pavt Mrkg, Waterborne, 6" White	9,300	LFT		
24	Pavt Mrkg, Ovly Cold Plastic, Only	2	EA		
25	Pavt Mrkg, Ovly Cold Plastic, Left Turn Arrow	1	EA		
26	Pavt Mrkg, Ovly Cold Plastic, Combo Arrow	1	EA		
27	Pavt Mrkg, Bike Symbol Including Arrow	8	EA		
28	Mailbox Relocation	4	EA		
Grand Total					\$

BIDDER FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature Please Print

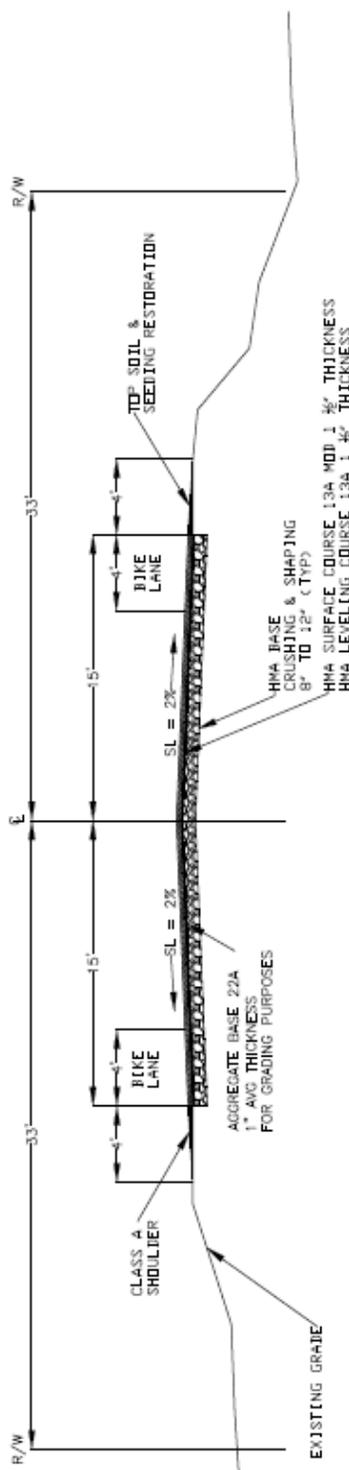
POSITION: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

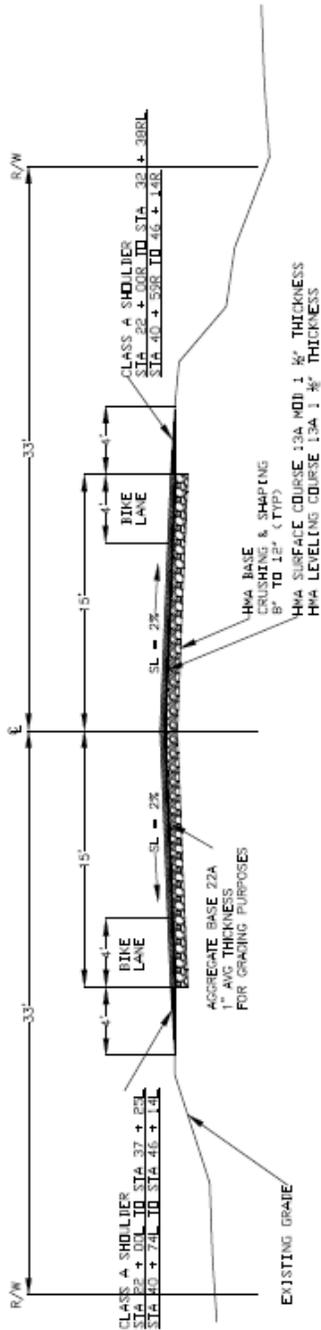




TYPICAL SECTION  
 STA 2 + 20 TO STA 22 + 00

ANGLING ROAD RECONSTRUCTION  
 VANDERBILT AVE TO WEST CENTRE  
 AVE.

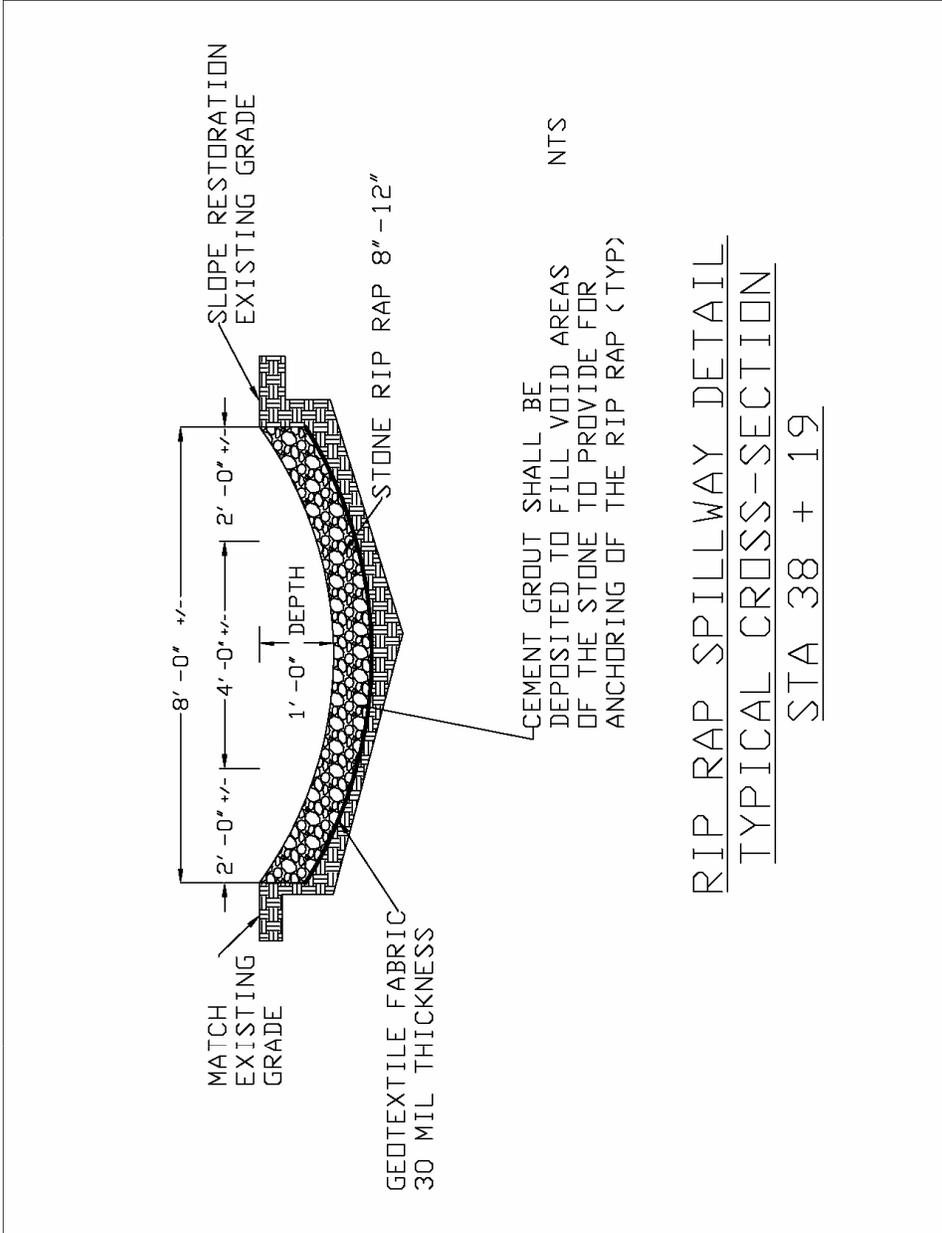
DRAWN BY		<b>BEFORE YOU DIG</b> <b>CALL MISS DIG</b> <b>800-482-7171</b> <small>(TOLL FREE)</small>	<small>72 HOURS</small> <small>STATUS</small>
CHECKED BY			
DATE			
REVISIONS			
CITY OF PORTAGE TRANSPORTATION & UTILITIES DEPARTMENT 7719 SOUTH WESTNEDGE AVENUE PORTAGE, WISCONSIN PROVIDE THESE WORKING DAYS NOTICE FOR STAKING AND INSPECTION. CALL THE CITY OF PORTAGE ENGINEERING DEPARTMENT AT 325-4422		SHEET NO. OF DRAWING NO.	



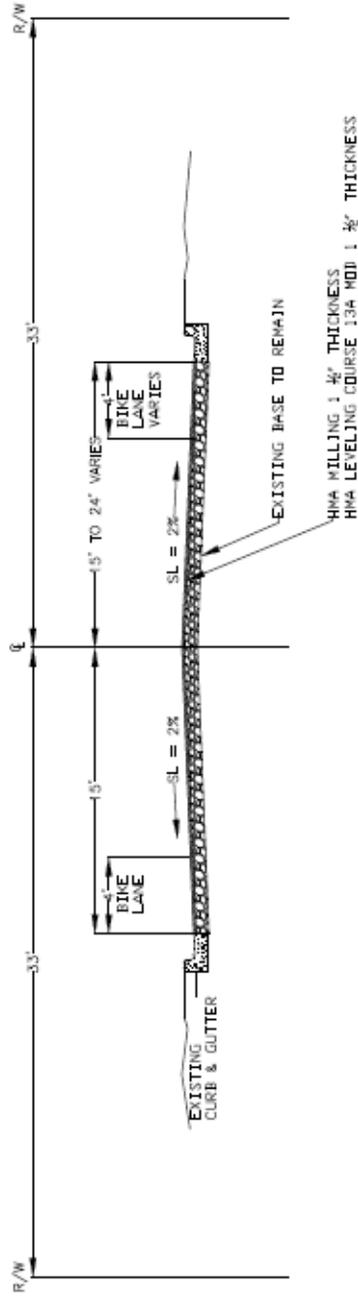
**TYPICAL SECTION**  
**STA 22 + 00 TO STA 46 + 16**  
**ANGLING ROAD RECONSTRUCTION**  
**VANDERBILT AVE TO WEST CENTRE AVE**

DRAWN BY DESIGN BY CHECKED BY DATE	72 HOURS <b>BEFORE YOU DIG</b> <b>CALL MISS DIG</b> <b>800-482-7171</b> <small>800-482-7171 (TOLL FREE)</small>	<b>CITY OF PORTAGE</b> TRANSPORTATION & UTILITIES DEPARTMENT 7719 SOUTH WESTSIDE AVENUE - PORTAGE, MICHIGAN <small>PROMOTE THREE WORKING DAYS NOTICE FOR STAKING AND INSPECTION. CALL THE CITY OF PORTAGE ENGINEERING DEPARTMENT AT 335-4442</small>	<b>SCALE NTS</b> 1" = 10' 1" = 20' 1" = 40' 1" = 80'
FIELD NOTES BOOK PAGE	REVISION NO.    TYPE    STATUS		





RIP RAP SPILLWAY DETAIL  
TYPICAL CROSS-SECTION  
STA 38 + 19

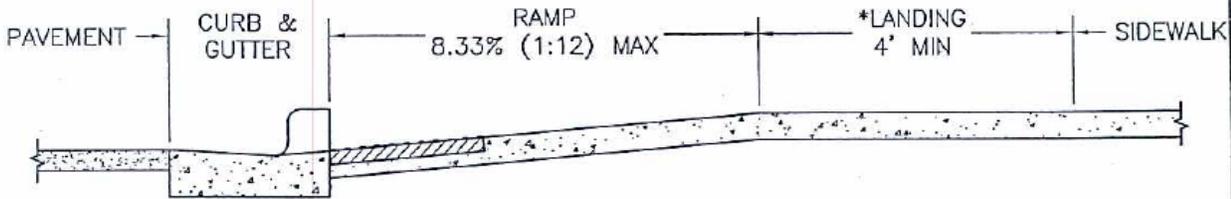
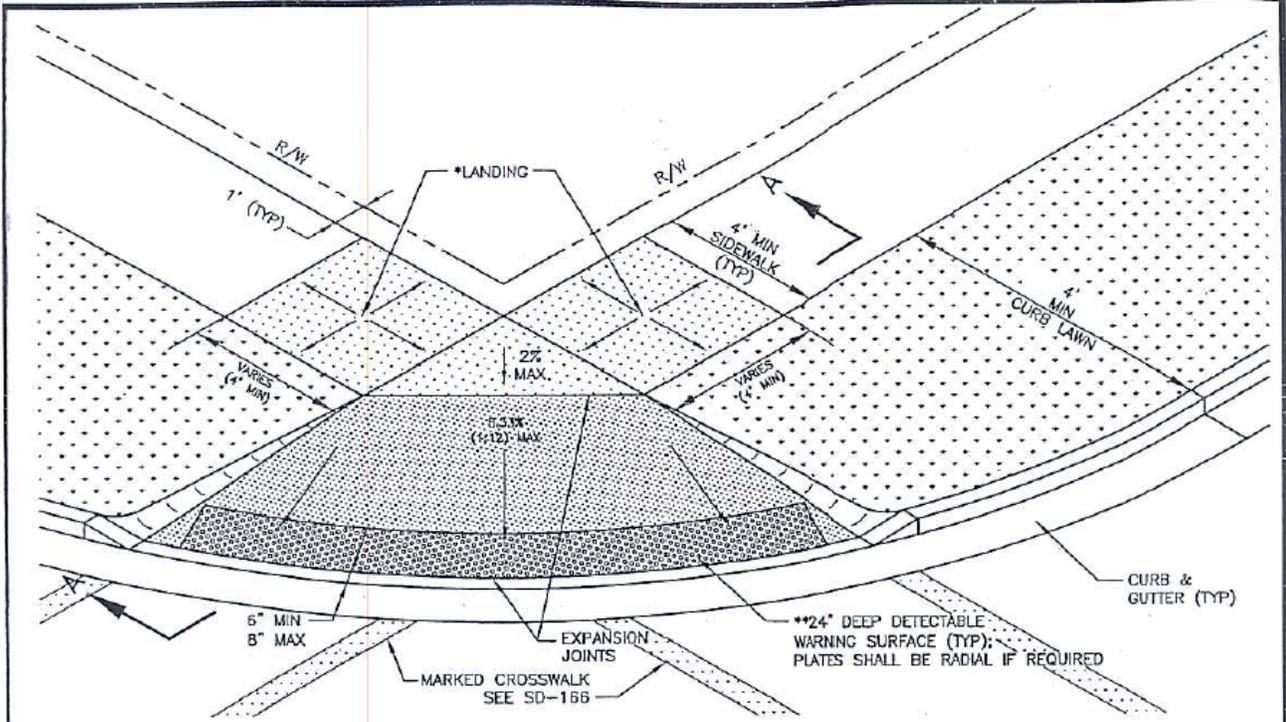


TYPICAL SECTION

STA 46 + 14 TO STA 48 + 60

ANGLING ROAD RECONSTRUCTION  
 VANDERBILT AVE TO WEST CENTRE AVE

DRAWN BY DESIGNED BY CHECKED BY DATE FIELD NOTES BOOK	<b>BEFORE YOU DIG</b> 72 HOURS <b>CALL, MISS DIG</b> 800-482-7171 (TOLL FREE)	<b>CITY OF PORTAGE</b> TRANSPORTATION & UTILITIES DEPARTMENT 7719 SOUTH WENDEE AVENUE PORTAGE, MICHIGAN PROVIDE THREE WORKING DAYS NOTICE FOR STAFFING AND INSPECTION. CALL THE CITY OF PORTAGE ENGINEERING DEPARTMENT AT 323-4622	SHEET NO. _____ OF _____ DRAWING NO. _____ NTS
-------------------------------------------------------------------	-------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------



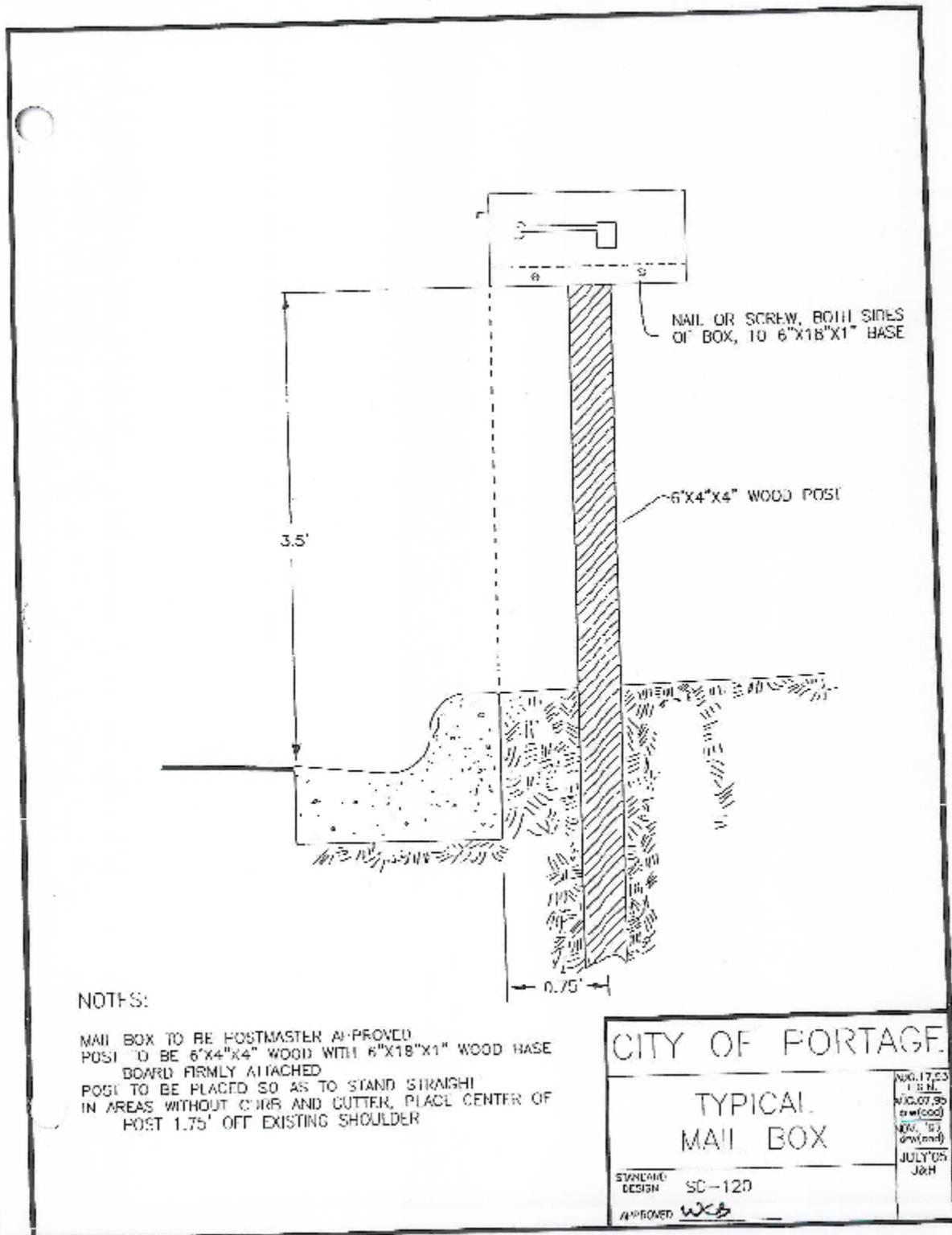
SECTION A-A  
NTS

\* MAXIMUM LANDING SLOPE IN ANY DIRECTION IS 2% (1:50).  
LANDING SHALL BE A MINIMUM OF 4'-0" IN ALL DIRECTIONS.

\*\* DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP. THEY SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 8" FROM THE FACE OF THE CURB.  
DETECTABLE WARNING PLATES SHALL HAVE A BLACK ASPHALT COATING AND SHALL BE CAST IRON. PLATES SHALL BE EJIW 7005 OR NEENAH FOUNDRY SERIES 4213.

CITY OF PORTAGE	
RAMPED SIDEWALK DETAIL	
STANDARD DESIGN	SD-119A
APPROVED	<i>wcb</i>
AUG.17.93 L.G.N. AUG.07.95 drw(cad) NOV.07.97 drw(cad) NOV.25.97 drw(cad) JAN'07 JMA	





NOTES:

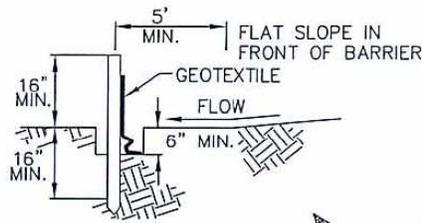
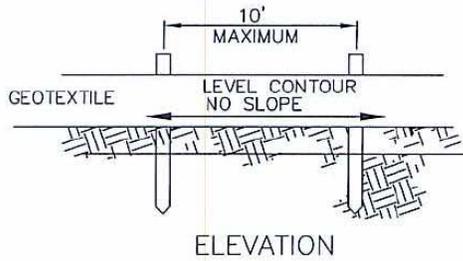
MAIL BOX TO BE POSTMASTER APPROVED  
 POST TO BE 6"x4"x4" WOOD WITH 6"x18"x1" WOOD BASE  
 BOARD FIRMLY ATTACHED  
 POST TO BE PLACED SO AS TO STAND STRAIGHT  
 IN AREAS WITHOUT CURB AND GUTTER, PLACE CENTER OF  
 POST 1.75' OFF EXISTING SHOULDER

CITY OF FORTAGE

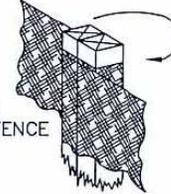
TYPICAL  
 MAIL BOX

STANDARD  
 DESIGN SC-120  
 APPROVED *WCB*

NOV. 17, 2003  
 11:01 AM  
 NO. 07-39  
 (WOOD)  
 07/01/03  
 J&H



JOINING SECTIONS OF SILT FENCE



DETAILS:

NOTES:

1. SILT FENCE SHALL BE CONSTRUCTED BEFORE UPSLOPE LAND DISTURBANCE BEGINS.
2. ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE AND SO THAT SMALL SWALES OR DEPRESSIONS WHICH MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.
3. TO PREVENT WATER PONDED BY THE SILT FENCE FROM FLOWING AROUND THE ENDS, EACH END SHALL BE CONSTRUCTED UPSLOPE SO THAT THE ENDS ARE AT A HIGHER ELEVATION.
4. WHERE POSSIBLE, SILT FENCE SHALL BE PLACED ON THE FLATTEST AREA AVAILABLE.
5. WHERE POSSIBLE, VEGETATION SHALL BE PRESERVED FOR 5 FT. (OR AS MUCH AS POSSIBLE) UPSLOPE FROM THE SILT FENCE. IF VEGETATION IS REMOVED, IT SHALL BE REESTABLISHED WITHIN 7 DAYS FROM THE INSTALLATION OF THE FENCE.
6. SOIL STOCKPILES OR OTHER SOURCES OF SEDIMENT SHALL HAVE SILT FENCE PROTECTION.
7. THE SILT FENCE SHALL BE PLACED IN A TRENCH CUT A MINIMUM OF 6" DEEP. THE TRENCH SHALL BE CUT WITH A TRENCHER, CABLE LAYING MACHINE, OR OTHER SUITABLE DEVICE WHICH WILL ENSURE AN ADEQUATELY UNIFORM TRENCH DEPTH.
8. THE SILT FENCE SHALL BE PLACED WITH THE STAKES ON THE DOWN SLOPE SIDE OF THE GEOTEXTILE AND SO THAT 8" OF CLOTH ARE BELOW THE GROUND SURFACE. EXCESS MATERIAL SHALL LAY ON THE BOTTOM OF THE 6" DEEP TRENCH. THE TRENCH SHALL BE BACK FILLED AND COMPACTED.
9. SEAMS BETWEEN SECTION OF SILT FENCE SHALL BE OVERLAPPED WITH THE END STAKES OF EACH SECTION WRAPPED TOGETHER BEFORE DRIVING INTO THE GROUND.
10. MAINTENANCE – SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSED FLOW THROUGH THE GEOTEXTILE. IF RUNOFF OVER TOPS THE SILT FENCE, FLOWS UNDER OR AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE:
  - 1) THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED,
  - 2) ACCUMULATED SEDIMENT SHALL BE REMOVED,
  - 3) OTHER PRACTICES SHALL BE INSTALLED.

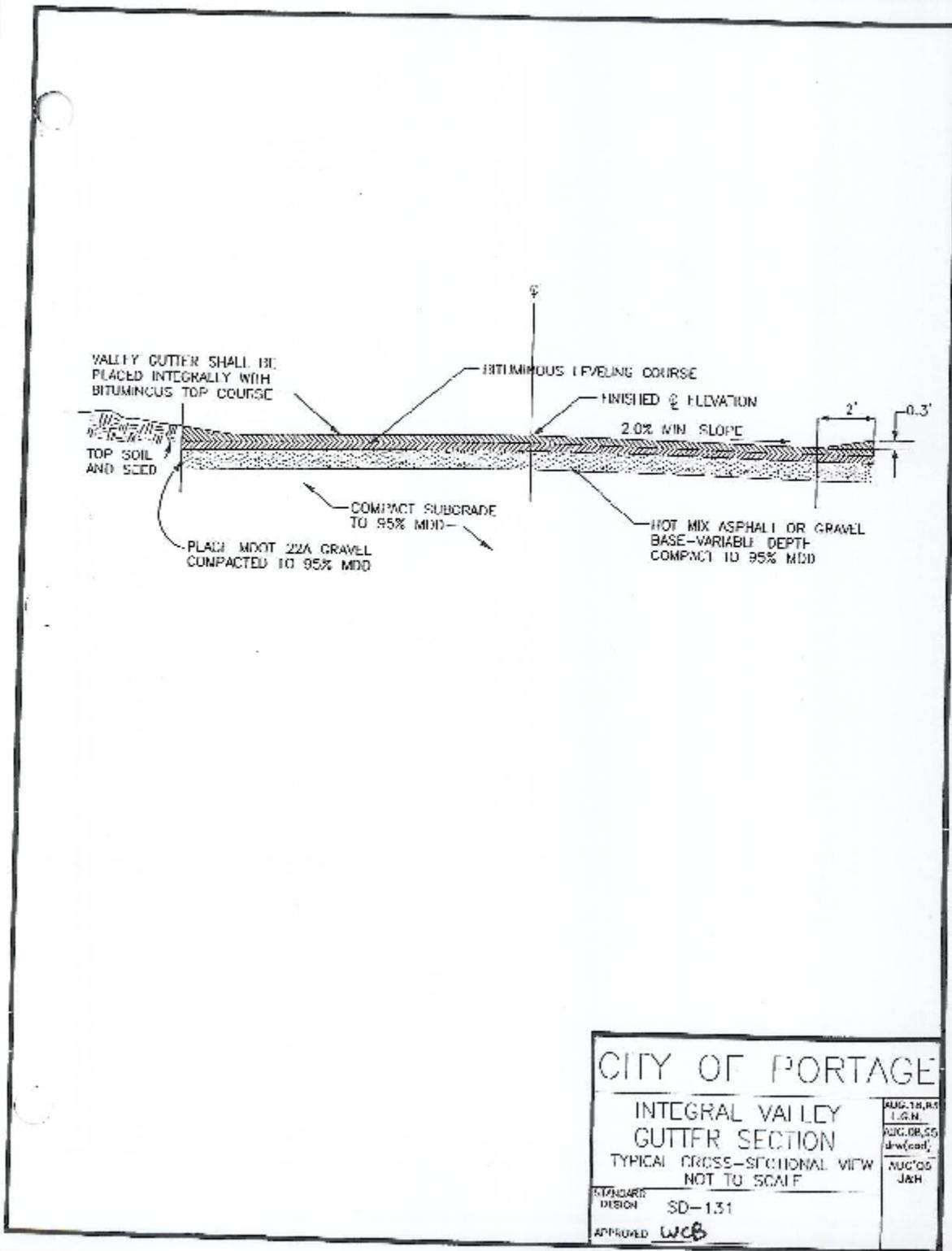
CRITERIA FOR SILT FENCE MATERIALS:

1. FENCE POSTS – THE LENGTH SHALL BE A MINIMUM OF 32" LONG. WOOD POST WILL BE 2" X 2" HARDWOOD OF SOUND QUALITY. THE MAXIMUM SPACING BETWEEN POSTS SHALL BE 10 FT.
2. SILT FENCE FABRIC ECOLOFENCE 24/11 OR EQUAL (SEE TABLE BELOW):

SILT FENCE  
N.T.S.

FABRIC PROPERTIES	VALUES	TEST METHOD
GRAB TENSILE STRENGTH	100 LB. MINIMUM	ASTM D 4632
TRAPEZOID TEAR STRENGTH	65 LB. MINIMUM	ASTM D 4533
PERMITTIVITY	0.1/SEC MINIMUM	ASTM D 4491
APPARENT OPENING SIZE (MAX)	0.60 MILLIMETERS	ASTM D 4751

CITY OF PORTAGE	
SEDIMENTATION CONTROLS	AUG'05 J&H
SILT FENCE	
STANDARD DESIGN	SD-125J
APPROVED BY	<i>web</i>



CITY OF PORTAGE	
INTEGRAL VALLEY GUTTER SECTION	
TYPICAL CROSS-SECTIONAL VIEW NOT TO SCALE	
STANDARD DESIGN	SD-131
APPROVED	WCB
AUG. 18, 05 I.G.M.	AUG. 08, 05 dhw(cad)
	AUG. 05 JAH

## *DRAFT CONTRACT AGREEMENT*

Following is a “*draft copy*” of the contract that will be executed by the City and the Contractor for the completion of this project.

**CITY OF PORTAGE CONTRACT**

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the Angling Road Reconstruction all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor's proposal (or bid) as filed with the City on the \_\_\_\_ day of \_\_\_\_\_, 2013, the sum of which shall be,

\_\_\_\_\_ \$ \_\_\_\_\_  
(amount in words) (in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Notice to Bids
4. Instructions to Bidders
5. General Specifications
6. Supplemental Special Provisions
7. Special Provisions
8. Coordination Clause – Utilities
9. Standard Details
10. Typical Sections
11. Contractor’s Proposal (or bid)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Print name and Title

\_\_\_\_\_

Print Name and Title

(SEAL)

CITY OF PORTAGE

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Maurice S. Evans, City Manager

Approved as to Form:

\_\_\_\_\_

Randall L. Brown, Portage City Attorney

# Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Portage to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the City of Portage shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Portage may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Portage to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. **If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a  
corporation in good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. I certify that the contract between the City of  
Portage and \_\_\_\_\_, Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
print or type name print or type name of title  
of said corporation and has the authority to bind the corporation to the contractual  
agreements pursuant to the authority of its governing body and by-laws and is within the  
scope of its corporate powers.

\_\_\_\_\_  
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

B. **If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good  
standing in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. I certify that the contract between the  
City of Portage and \_\_\_\_\_ LLC was validly executed on behalf  
print or type name of LLC  
of the LLC by \_\_\_\_\_ who was then a member of said  
print or type name  
LLC and has the authority to bind the LLC to contractual agreements and that such contract  
is within the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



**CITY OF PORTAGE**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
\_\_\_\_\_, hereinafter called the Principal, and  
\_\_\_\_\_, hereinafter called the Surety, are held and firmly bound  
unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage, Michigan 49002, in  
the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful  
money of the United States of America, to the Payment whereof, well and truly to be made,  
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the  
CITY OF PORTAGE dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter  
called the "Contract") for \_\_\_\_\_ (**name of project**), which contract  
and specifications for said work shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions  
of Act No. 213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be  
made by the Principal to any Subcontractor or by him or any Subcontracts as the same may  
become due and payable of all indebtedness which may arise from him to a Subcontractor or  
a party performing labor or furnishing materials or supplies, or any Subcontractor to any  
person, firm, or corporation on account of any labor performed or materials or supplies

furnished in the performance of said contract, then this obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract any extension of Labor and Material Bond time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed, and delivered in  
the presence of:

: PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ Contractors, as principal and \_\_\_\_\_, as surety, are held and firmly bound unto the \_\_\_\_\_

in the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) to be paid to the City for which payment well and truly to be made we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said

\_\_\_\_\_ did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

enter into contract with the City for the \_\_\_\_\_.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said CITY from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue, and, in the event that said CITY shall extend the time for completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of item or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, Contractor, as principal and  
\_\_\_\_\_, as surety are held and firmly  
bound unto the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage,  
Michigan 49002, hereinafter known as the City, in the sum of  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to said City, its  
legal representatives and assigns, for which payment well and truly be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, and each and every  
one of them jointly, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the  
City of Portage, Michigan, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
wherein the said principal covenanted and agreed as follows, to wit:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that  
by and under said contract, the above named principal has agreed with the City that for a  
period of two (2) years from the date of payment of Final Estimate, to keep in good order and  
repair any defect in all the work done under said contract wither by the principal or his  
subcontractors, or his material supplies, that may develop during said period due to improper  
materials, defective equipment, workmanship or arrangements, and any other work affected  
in making good such imperfections, shall also be made good all without the consent or  
approval of the principal after the final acceptance of the work, and that whenever directed to  
do so by the City, by notice served in writing, either personally or by mail, on the principal at

\_\_\_\_\_  
\_\_\_\_\_ or \_\_\_\_\_

\_\_\_\_\_ legal representatives, or successors, or on the surety at

\_\_\_\_\_

WILL PROCEED at once to make such repairs as directed by said City and in case of failure  
to do so within one week from the date of service of such notice, or within reasonable time  
not less than one week, as shall be fixed in said notice, then the said City shall have the right  
to purchase such materials and employ such labor and equipment as may be necessary for the  
purpose, and to undertake, do and make such repairs and charge the expense thereof to, and  
receive same, from said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgement of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed, and Delivered  
in the Presence of:

\_\_\_\_\_ (Seal)  
Principal

\_\_\_\_\_ (Seal)  
Surety