

## NOTICE

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

### 2013 Local Street Paving

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 3, 2013

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Tuesday, June 25, 2013 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Street Paving

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: Street Paving

FOR OPENING: June 25, 2013

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website: [www.portagemi.gov](http://www.portagemi.gov). Bid packages will also be mailed upon request.

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

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, June 18, 2013 in the 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

City of Portage SD-113, Standard Curb  
City of Portage SD-116, Commercial & Industrial Driveway Approach with Curbed Street  
City of Portage SD-117, Residential Driveway Approach with Curbed Street  
City of Portage SD-118, Residential Driveway Approach without Curbed Street  
City of Portage SD-119A&B, Ramped Sidewalk Detail/Detectable Warning Surface  
City of Portage SD-120, Typical Mail Box  
City of Portage SD-131, Integral Valley Gutter Section  
City of Portage Special Provision for HMA 13A, Modified  
Draft Contract and Bond Forms  
Summary of Quantities  
Oregon Avenue Plans

## 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-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>.
- 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

will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.13. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least 5% of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.14. PERFORMANCE, MAINTENANCE AND LABOR & MATERIAL BONDS – The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to 100% of the Contract Amount, a Maintenance and Guarantee Bond equal to 25% of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to 100% of the Contract Amount; said bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

1.15. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of 120 days after the date of opening set forth in the advertisement.

1.16. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment to (269) 329-4535 in the following manner.

1.16.1. Transmittal page must be plainly marked:  
“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_.”  
Bid Name Date

MDOT PREQUALIFIED: \_\_\_\_\_ Yes \_\_\_\_\_ No

1.16.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

- 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 section supercedes that of the City of Portage 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 local street paving. The work generally consist of the preparation, paving, restoration, and other ancillary activities of certain major/local roads. Such

work shall be performed in accordance with the specifications and other information contained in this document.

## **2.1 Local Streets Paving Specifications**

### **2.1.1 *Material Specification, HMA***

This activity will consist of the milling of existing asphalt and replacing with 165 #/SYD MDOT 13A Modified mix (PG 64-22) at identified locations (see attachment). Unit price shall be by U. S. ton and shall include all base preparation and clean-up associated with the placement of asphalt.

### **2.1.2 *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 identify all areas to be cold-milled on local and major streets. Cold mill bituminous surface shall be at a depth of 1 ½ inches on local and major streets or as directed by the Project Manager. On local street paving, the width of the milling shall be 6.5 feet wide from the edge of the concrete gutter pan or the intersection line. 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 right to receive 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.

### **2.1.3 *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. HMA materials shall be paid for separately.

### **2.1.4 *Base Prep***

The contractor shall satisfy himself as to the nature of the distribution of the materials adjacent to the pavement. Local streets are to be paved at a width directed by the Project Manager. The areas adjacent to the pavement which are to be paved over are to be prepared in advance of the paving operations at a minimum the day previous to the scheduled day of paving. Base preparation costs will be included in the price/ton of HMA.

The Project Manager, prior to the scheduled day of paving, will locate the centerline and establish the 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 grade the area adjacent to the pavement at a proper grade for drainage purposes, while still maintaining the existing crown of the roadway. Any organic soil found within the paving area shall be graded out and replaced with a minimum of 3 inches of 22A gravel. Graded material shall be removed from the area prior to paving and the grading costs will be included in the price/ton of HMA.

#### 2.1.4 *Mailboxes*

All mailboxes that 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.

#### 2.1.6 *Restoration*

Immediately following the installation of the bituminous pavement, adjacent areas (where applicable) shall be restored. The restoration after the pavement installation 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 mulch. 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. Failure to complete each of these items may subject the contractor to a penalty of \$300 per calendar day per street until completion is accomplished.

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.

#### 2.1.7 *Drive Approaches*

All driveways shall be paved across in such a manner as to avoid ponding storm water. All gravel or other aggregate material driveways shall be prepared in the same manner as the areas adjacent to the existing pavement.

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 cubic yard, loose measure by means of a delivery ticket. If the ticket is in tons, 3100 pounds per cubic yard will be used to convert weight to volume.

Existing HMA and concrete driveways will be addressed in such a manner as to not create a “speed bump.” On most driveways this can be accomplished by 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 driveway material to form a butt joint.

#### 2.1.8 *Pavement Marking*

All streets with pavement markings shall have the markings replaced. Local street pavement markings consist of 12 inch white cross-walk lines and 24 inch white stop bars. Local and major street 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. In addition, pavement markings shall be painted with highway designed painting equipment. Payment shall include all equipment, labor and material to replace the pavement markings.

#### 2.1.9 *Structure Adjustment and Environmental Protection*

All drainage structures, structure covers and water valves within the limits of the paving shall be adjusted to the finish grade of the overlay. Structure covers (sanitary manholes, storm manholes, etc.) on local streets can be adjusted by means of a Type M-7 solid adjustment ring, or approved equal. All structure covers shall be raised to grade in accordance with Section 403 of MDOT Standard Specifications Drainage Structure Cover, Adjust, Case 1 and will be placed to conform with the new crown of the roadway. Water valve covers shall be adjusted in accordance with current MDOT Standard Specifications. Any structure needing adjustment greater than 6 inches shall be considered as reconstruction. Such reconstruction shall be in accordance with current MDOT Standard Specifications. In addition, the Contractor will be required to place filter fabric over storm drains to reduce HMA in the storm water system. Payment shall be for each structure or cover adjusted or reconstructed and such payment shall include all labor, equipment and material necessary to accomplish each adjustment/reconstruction.

#### 2.1.10 *Traffic Control*

On the portion of the project related to major or local streets, 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. This includes local streets paving and major street mill & fill locations.

#### 2.1.11 *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.

#### 2.1.12 *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 September 30, 2013. The Oregon Avenue portion of the project shall be completed by August 9, 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. .

2.1.13 *Removal of Rubbish*

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

2.1.14 *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.

2.1.15 *Remove and Replace Concrete Sidewalk*

This item shall consist of all excavation, saw cutting, embankment, preparation, root cutting, brush removal, bush removal or relocation, tree limb trimming, 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 sidewalk removal and replacement 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. The surface of sidewalk ramps shall be textured to comply with attachment B. 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 contractor shall ensure restoration of the designated sidewalk areas are complete before moving onto the next sidewalk area delineated on Attachment "A" unless prior approval is granted by the Project Manager. 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.

#### 2.1.16 *Curb and Gutter Pan Replacement*

At specified locations requiring the removal and replacement of curb and gutter pan, the contractor shall comply with City of Portage Standard Design #113, #116, #117, and #118. The asphalt near the removed curb or gutter pan shall be saw cut and replaced with equal depth of pavement. The annulus shall not be filled with concrete until approved by the Project Manager.

Backfilling and Restoration of Curb and Gutter Pan -- 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 processed topsoil, approved by the Project Manager, which shall be leveled to the top of the 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 curbs or gutter pans through aggregate surfaces driveways shall be completed to grade with aggregate similar to the surrounding driveway. The contractor shall ensure restoration of the designated curb areas are complete before moving onto the next curb or gutter pan area delineated on Attachment "A" unless prior approval is granted by the Project Manager. The contract unit prices for removing and replacing curb or gutter pan items shall include all labor, materials and equipment necessary to complete backfill and restoration as specified herein.

2.1.17 *Sequence of Work*

On all local streets to be reconstructed with a total HMA overlay, the sidewalk repairs, ADA ramp installations, and curb/gutter pan repairs shall be completed including all restoration prior to applying final surface asphalt to the street surface.

2.1.18 *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 INTENT

It is the intent of these specifications to provide for all labor, materials, tools and equipment necessary to perform in a workman-like manner the street resurfacing work for the City of Portage, as delineated and specified herein.

2.4 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.

2.5 INSPECTION OF WORK

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

2.6 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.

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

## **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:

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.

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 for the each paving division. This includes local street paving and major streets mill and fill locations.

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

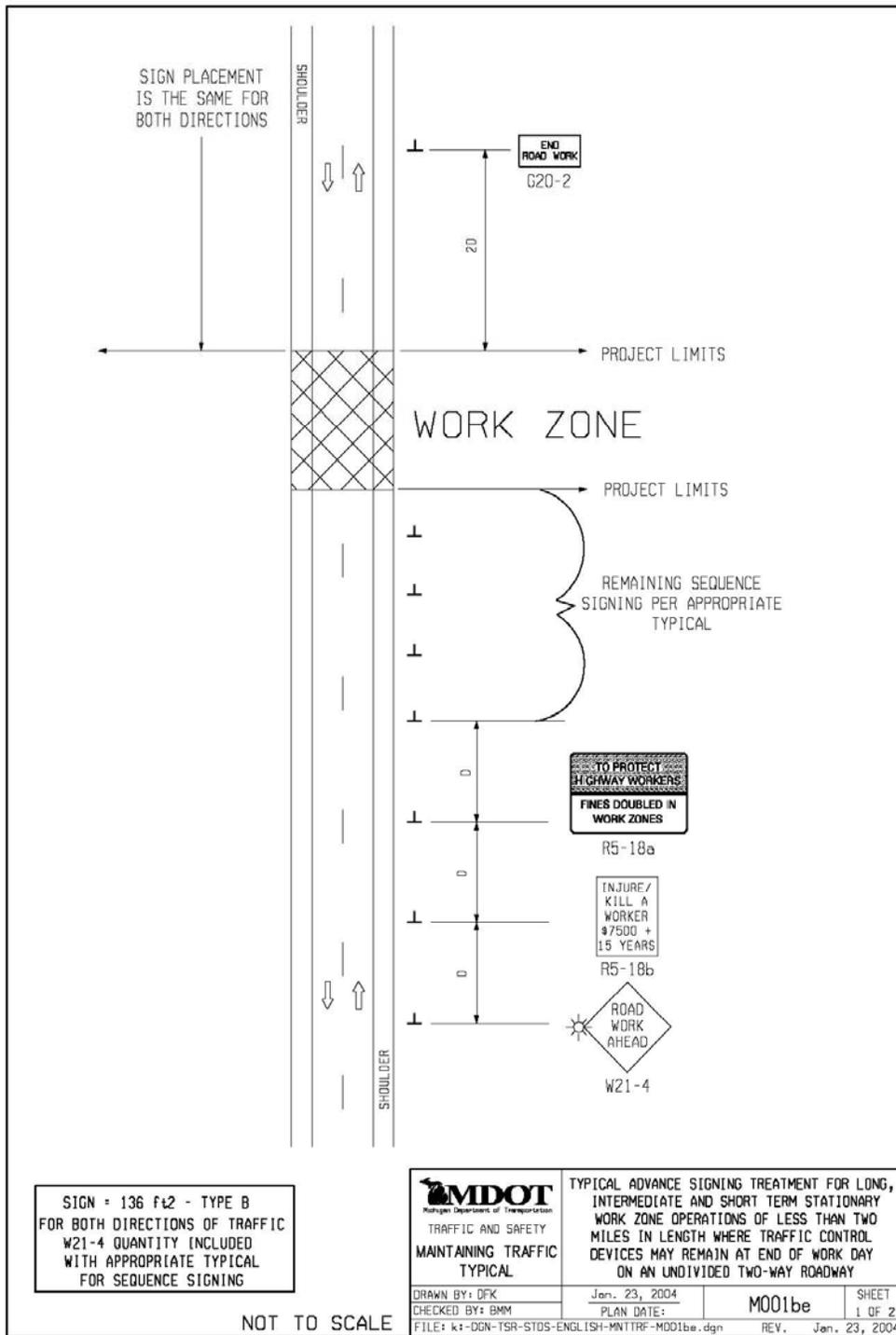
GUIDELINES FOR LENGTH OF  
LONGITUDINAL BUFFER SPACE<sup>1</sup> "B"

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

<sup>1</sup> 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\STD5\ENGLISH\MNTTRF\M000e.dgn REV. Nov. 24, 2003			



NOTES

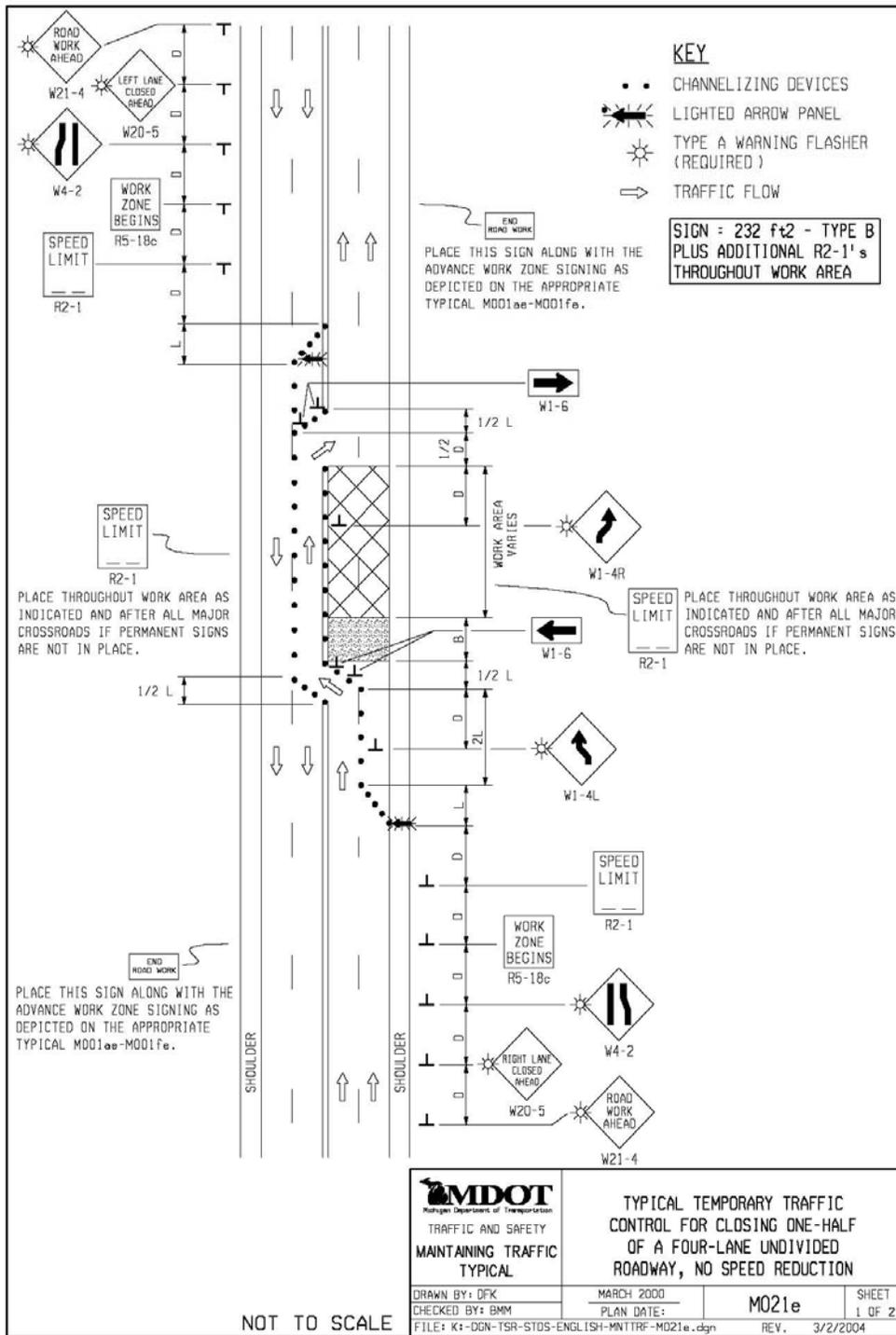
- 30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M001a~~ae~~ THROUGH M001f~~ae~~) SHALL BE USED ON ALL PROJECTS.
- 32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.
- 35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

SIGN SIZES

G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W21-4	-	48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY <b>MAINTAINING TRAFFIC TYPICAL</b>	TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY	
	DRAWN BY: DFK CHECKED BY: BMM	Jan. 23, 2004 PLAN DATE:
FILE: k:\DGN-TSR-STDS-ENGLISH-MNTRF-M001ba.dgn REV. Jan. 23, 2004		



**NOTES**

- 1E.C. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES  
L & 1/2 L = MINIMUM LENGTH OF TAPER  
B = LENGTH OF LONGITUDINAL BUFFER  
SEE M000e FOR "D," "L," AND "B" 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.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED 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.
- 8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
- 21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
- 26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

**SIGN SIZES**

DIAMOND WARNING - 48" x 48"  
 W1-6 WARNING - 48" x 24"  
 R2-1 REGULATORY - 48" x 60"  
 R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY <b>MAINTAINING TRAFFIC TYPICAL</b>	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE-HALF OF A FOUR-LANE UNDIVIDED ROADWAY, NO SPEED REDUCTION	
	DRAWN BY: DFK CHECKED BY: BMM	MARCH 2000 PLAN DATE:
FILE: K:\DGN-TSR-STDS-ENGLISH-MNTTRF-M021e.dgn REV. 3/2/2004		

**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 MDO 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, % (c)	3.5	3.5
VMA (min) % (b)	14.00	15.00
VFA	65 – 78	55 – 78
Fines to Binder Ratio (max) (c)	1.2	1.2
Flow (0.075 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.		

## 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	55-95	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	95	95
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 110, 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	Consumers Energy Company
Telephone	SBC Communications
CATV	Charter Communications
Water	City of Portage
Sanitary	City of Portage
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.

**2013 Local Street Paving Program:**

Item No.	Description	Unit	Summary Estimated Quantity	Chambray - 360' - Trafalgar to Gabardine Estimated Quantity	Trafalgar - 681' - Magellan to Chambray Estimated Quantity	Magellan - 808' - Westnedg e to Cul-d-sac Estimated Quantity	Anchor Lane - 1,088' - Chambray to Southern Oaks Estimated Quantity	Claires Ct. - 343' - Anchor Lane to Cul-d-sac Estimated Quantity	Dewberry - 665' - Osterhout to Dead End Estimated Quantity	Leawood - 1,806' - Sleepy Hollow to Romence Estimated Quantity	Angling Road - 2,615' - W. Milham to North End Estimated Quantity	Primrose Lane - 882' - Trail Ridge to Royal Oak Estimated Quantity
1	Mobilization	LS	1									
2	Traffic Control and Construction Signage	LS	1									
3	Earth Excavation for Widening	CYD	200									
4	4" Sidewalk, Rem	SYD	164							24		
5	Curb & Gutter, Rem	LFT	656									
6	Handrail, Rem	EA	2									
7	Dr Structure, 48-inch	EA	3									
8	Dr Structure, 24-inch	EA	3									
9	Dr Structure Cover	EA	12									
10	12-inch Storm Sewer, RCP	LFT	635									
11	Drainage Structure Cover, Adjust, Case 1	EA	33								8	
12	Drainage Structure Cover, Adjust, Case 2	EA	4									
13	Manhole Adjust (Type M-7 Solid)	EA	78	2	1	5	4	3	2	6	9	4
14	Water Valve, Adj	EA	22	0	1		2		1	0	4	
15	4" Sidewalk	SFT	604							120		
16	Sidewalk Ramps, ADA	SFT	766							100		
17	Cast Iron Warning Plate (2'x2', Black)	LFT	111							15		
18	Curb & Gutter, Conc, Det. C-4	LFT	1344									
19	Sand Subbase, 12-inch	SYD	350									
20	Aggregate Base, 8-inch, modified	SYD	350									
21	Cold Mill HMA Surface (1.5 inches curb reveal)	SYD	22089	560	1,100	1,382	1,735	533	45	560	50	1,372
22	HMA, 13A, Modified (165 #/SYD)	TON	6145	100	165	225	260	100	150	500	725	220
23	HMA, 36A (110 #/SYD)	TON	350									
24	HMA Valley Gutters	LFT	3525							2,800		
25	Hand Patching	TON	5									
26	Driveway Gravel, 22A	CYD	13						5		5	
27	Mailbox Relocate	EA	46							15	10	
28	Sign, Type IIIA	SFT	13									
29	Sign, Type IIIB	SFT	14									
30	Sign, Relocate	EA	2									
31	Post, Steel, 3 lb	LFT	30									
32	Restoration	SYD	2150						150	300	600	

Item No.	Description	Unit	Summary Estimated Quantity	Chambray - 360' - Trafalgar to Gabardine Estimated Quantity	Trafalgar - 681' - Magellan to Chambray Estimated Quantity	Magellan - 808' - Westnedg e to Cul-d- sac Estimated Quantity	Anchor Lane - 1,088' - Chambray to Southern Oaks Estimated Quantity	Claire's Ct. - 343' - Anchor Lane to Cul-d-sac Estimated Quantity	Dewberry - 665' - Osterhout to Dead End Estimated Quantity	Leawood - 1,806' - Sleepy Hollow to Romence Estimated Quantity	Angling Road - 2,615' - W. Milham to North End Estimated Quantity	Primrose Lane - 882' - Trail Ridge to Royal Oak Estimated Quantity
33	Topsoil, Furn, 4-inch	SYD	1100									
34	Mulch and Seeding	SYD	2160						150	300	600	
35	24" Stop Bar, Inlay Cold Plastic	LFT	355	15	26	15	15	15	15			
36	12" X-Walk, Inlay Cold Plastic	LFT	455							55		
37	Pavt Mrkg, Waterborne, 4" Yellow	LFT	2530									
38	Pavt Mrkg, Waterborne, 4" White Solid	LFT	200									
39	Pavt Mrkg, Ovly Cold Plastic, Only	EA	2									
40	Pavt Mrkg, Ovly Cold Plastic, Left Turn Arrow	EA	1									
41	Pavt Mrkg, Ovly Cold Plastic, Right Turn Arrow	EA	1									
42	Left Turn Signal Traffic Loop	EA	1									

Item No.	Description	Unit	Trail Ridge Ave. - 317' - Primrose to Wildberry Estimated Quantity	Wildberry Ct. - 813' - Trail Ridge to Cul-d-sac Estimated Quantity	Mill Crossing - 333' - Wildberry to Ashton Woods Estimated Quantity	Ashton Woods Ct - 845' - Ashton Woods to Cul-d-sac Estimated Quantity	Kingsport - 618' - Parkland Terrace to Crocket Estimated Quantity	Parkland Terrace - 924' - S. Westnedg e to Cul-d-sac Estimated Quantity	Tiffany - Sprinkle to Autumn Estimated Quantity	Tiffany - 735' - Autumn to Capri Estimated Quantity	Autumn - Tiffany to E. Centre Estimated Quantity
1	Mobilization	LS									
2	Traffic Control and Construction Signage	LS									
3	Earth Excavation for Widening	CYD									
4	4" Sidewalk, Rem	SYD			9		8	9	17	40	
5	Curb & Gutter, Rem	LFT			60		60	60	70		130
6	Handrail, Rem	EA									
7	Dr Structure, 48-inch	EA									
8	Dr Structure, 24-inch	EA									
9	Dr Structure Cover	EA									
10	12-inch Storm Sewer, RCP	LFT									
11	Drainage Structure Cover, Adjust, Case 1	EA							3		1
12	Drainage Structure Cover, Adjust, Case 2	EA							4		
13	Manhole Adjust (Type M-7 Solid)	EA	2	2		3	3	5	2	3	4
14	Water Valve, Adj	EA	0	1	1			1	1		2
15	4" Sidewalk	SFT			20		20	40		200	
16	Sidewalk Ramps, ADA	SFT			60		50	40	86	160	
17	Cast Iron Warning Plate (2'x2', Black)	LFT			10		8	8	8	32	
18	Curb & Gutter, Conc, Det. C-4	LFT			60		60		105		130
19	Sand Subbase, 12-inch	SYD									
20	Aggregate Base, 8-inch, modified	SYD									
21	Cold Mill HMA Surface (1.5 inches curb reveal)	SYD	495	1,265	518	1,315	824	1,232	150	1,143	3,125
22	HMA, 13A, Modified (165 #/SYD)	TON	80	210	85	250	175	275	225	190	755
23	HMA, 36A (110 #/SYD)	TON									
24	HMA Valley Gutters	LFT									
25	Hand Patching	TON									
26	Driveway Gravel, 22A	CYD									
27	Mailbox Relocate	EA									
28	Sign, Type IIIA	SFT									
29	Sign, Type IIIB	SFT									
30	Sign, Relocate	EA									
31	Post, Steel, 3 lb	LFT									

Item No.	Description	Unit	<i>Trail Ridge Ave. - 317' - Primrose to Wildberry</i> Estimated Quantity	<i>Wildberry Ct. - 813' - Trail Ridge to Cul-d-sac</i> Estimated Quantity	<i>Mill Crossing - 333' - Wildberry to Ashton Woods</i> Estimated Quantity	<i>Ashton Woods Ct - 845' - Ashton Woods to Cul-d-sac</i> Estimated Quantity	<i>Kingsport - 618' - Parkland Terrace to Crocket</i> Estimated Quantity	<i>Parkland Terrace - 924' - S. Westnedg e to Cul-d-sac</i> Estimated Quantity	<i>Tiffany - Sprinkle to Autumn</i> Estimated Quantity	<i>Tiffany - 735' - Autumn to Capri</i> Estimated Quantity	<i>Autumn - Tiffany to E. Centre</i> Estimated Quantity
32	Restoration	SYD			3	5	2	5	350	10	
33	Topsoil, Furn, 4-inch	SYD									
34	Mulch and Seeding	SYD								10	
35	24" Stop Bar, Inlay Cold Plastic	LFT					30	15	20	28	32
36	12" X-Walk, Inlay Cold Plastic	LFT					60	60	60		
37	Pavt Mrkg, Waterborne, 4" Yellow	LFT							30		
38	Pavt Mrkg, Waterborne, 4" White Solid	LFT									
39	Pavt Mrkg, Ovly Cold Plastic, Only	EA									
40	Pavt Mrkg, Ovly Cold Plastic, Left Turn Arrow	EA									
41	Pavt Mrkg, Ovly Cold Plastic, Right Turn Arrow	EA									
42	Left Turn Signal Traffic Loop	EA									

Item No.	Description	Unit	Harvest - Tiffany to End of Cul-de-sac Estimated Quantity	Fall - Harvest to Autumn Estimated Quantity	Harris - East Shore to End Estimated Quantity	Williams - Harris to East Shore Estimated Quantity	Vickery - Portage to Woodlawn Estimated Quantity	Oregon - Milham to Idaho Estimated Quantity
1	Mobilization	LS						
2	Traffic Control and Construction Signage	LS						1
3	Earth Excavation for Widening	CYD						1
4	4" Sidewalk, Rem	SYD	11				9	200
5	Curb & Gutter, Rem	LFT	44					37
6	Handrail, Rem	EA						232
7	Dr Structure, 48-inch	EA						2
8	Dr Structure, 24-inch	EA						3
9	Dr Structure Cover	EA						3
10	12-inch Storm Sewer, RCP	LFT						12
11	Drainage Structure Cover, Adjust, Case 1	EA	2				10	635
12	Drainage Structure Cover, Adjust, Case 2	EA						9
13	Manhole Adjust (Type M-7 Solid)	EA	4		7		2	
14	Water Valve, Adj	EA			3			5
15	4" Sidewalk	SFT	48				32	5
16	Sidewalk Ramps, ADA	SFT	60				60	124
17	Cast Iron Warning Plate (2'x2', Black)	LFT	4				8	150
18	Curb & Gutter, Conc, Det. C-4	LFT	44					18
19	Sand Subbase, 12-inch	SYD						945
20	Aggregate Base, 8-inch, modified	SYD						350
21	Cold Mill HMA Surface (1.5 inches curb reveal)	SYD	2,025	495	50	40	75	350
22	HMA, 13A, Modified (165 #/SYD)	TON	400	100	165	40	230	2,000
23	HMA, 36A (110 #/SYD)	TON						520
24	HMA Valley Gutters	LFT				200		350
25	Hand Patching	TON						525
26	Driveway Gravel, 22A	CYD						5
27	Mailbox Relocate	EA					12	3
28	Sign, Type IIIA	SFT						9
29	Sign, Type IIIB	SFT						13
30	Sign, Relocate	EA						14
31	Post, Steel, 3 lb	LFT						2
32	Restoration	SYD			200	75	450	30
33	Topsoil, Furn, 4-inch	SYD						

Item No.	Description	Unit	<i>Harvest - Tiffany to End of Cul-de-sac</i> Estimated Quantity	<i>Fall - Harvest to Autumn</i> Estimated Quantity	<i>Harris - East Shore to End</i> Estimated Quantity	<i>Williams - Harris to East Shore</i> Estimated Quantity	<i>Vickery - Portage to Woodlawn</i> Estimated Quantity	<i>Oregon - Milham to Idaho</i> Estimated Quantity
34	Mulch and Seeding	SYD						1,100
35	24" Stop Bar, Inlay Cold Plastic	LFT	12	26	20	15	12	1,100
36	12" X-Walk, Inlay Cold Plastic	LFT					50	44
37	Pavt Mrkg, Waterborne, 4" Yellow	LFT						170
38	Pavt Mrkg, Waterborne, 4" White Solid	LFT						2,500
39	Pavt Mrkg, Ovly Cold Plastic, Only	EA						200
40	Pavt Mrkg, Ovly Cold Plastic, Left Turn Arrow	EA						2
41	Pavt Mrkg, Ovly Cold Plastic, Right Turn Arrow	EA						1
42	Left Turn Signal Traffic Loop	EA						1
								1

**CITY OF PORTAGE  
BID 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 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.

Quantity and Unit Prices

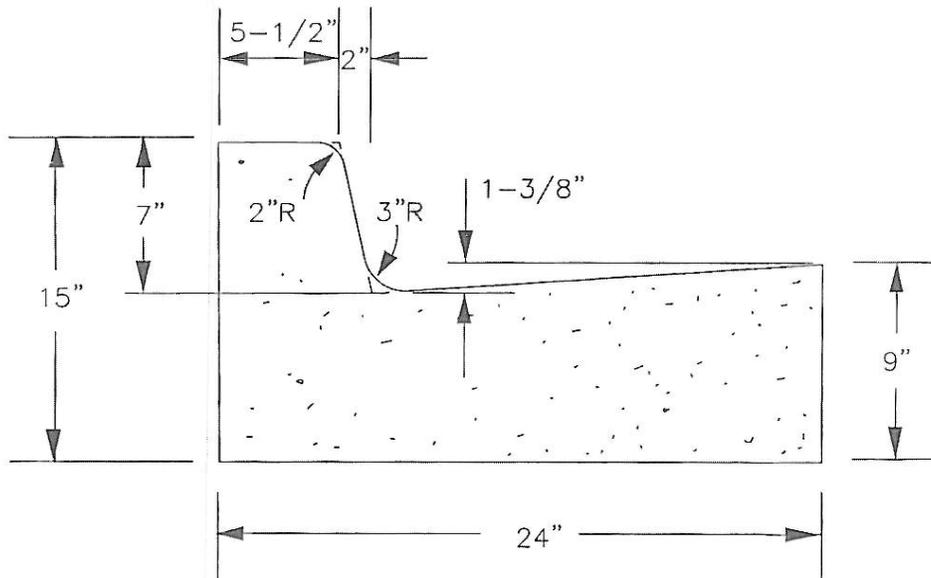
Item No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Mobilization	1	LS		
2	Traffic Control and Construction Signage	1	LS		
3	Earth Excavating for Widening	200	CYD		
4	4" Sidewalk, Rem	164	SYD		
5	Curb and Gutter, Rem	656	LFT		
6	Handrail, Rem	2	EA		
7	Dr Structure, 48-inch	3	EA		
8	Dr Structure, 24-inch	3	EA		
9	Dr Structure, Cover	12	EA		
10	12-inch Storm Sewer, RCP	635	EA		
11	Drainage Structure Cover, Adjust, Case 1	33	LFT		
12	Drainage Structure Cover, Adjust, Case 2	4	EA		
13	Manhole Adjust (Type M-7 Solid)	78	EA		
14	Water Valve, Adj	22	EA		
15	4" Sidewalk	604	SFT		
16	Sidewalk Ramps, ADA	766	SFT		

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
17	Cast Iron Warning Plate (2'x2', Black)	111	LFT		
18	Curb and Gutter, Conc, Det. C-4	1,344	LFT		
19	Sand Subbase, 12-inch	350	SYD		
20	Aggregate Base, 8-inch, modified	350	SYD		
21	Cold Mill HMA Surface (1.5 inches curb reveal)	22,089	SYD		
22	HMA, 13A, Modified (165 #/SYD)	6,145	TON		
23	HMA, 36A (110 #/SYD)	350	TON		
24	HMA Valley Gutters	3,525	LFT		
25	Hand Patching	5	TON		
26	Driveway Gravel, 22A	13	CYD		
27	Mailbox Relocate	46	EA		
28	Sign, Type IIIA	13	SFT		
29	Sign, Type IIIB	14	SFT		
30	Sign, Relocate	2	EA		
31	Post, Steel 3 lb	30	LFT		
32	Restoration	2,150	SYD		
33	Topsoil, Furn, 4-inch	1,100	SYD		



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

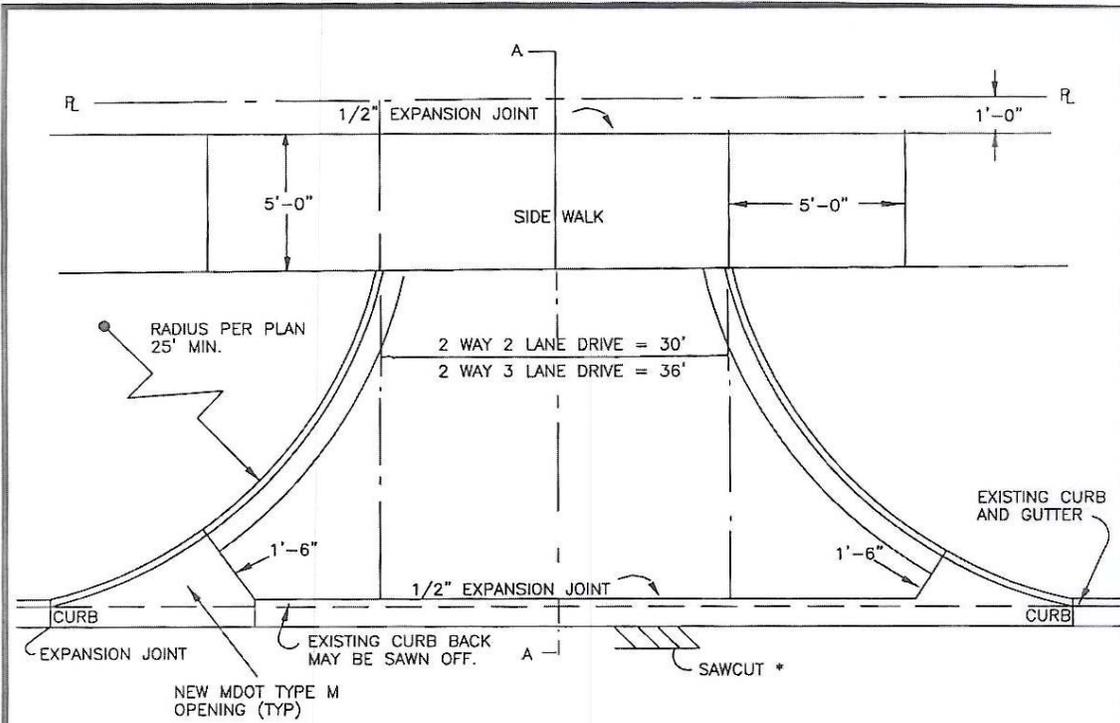
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



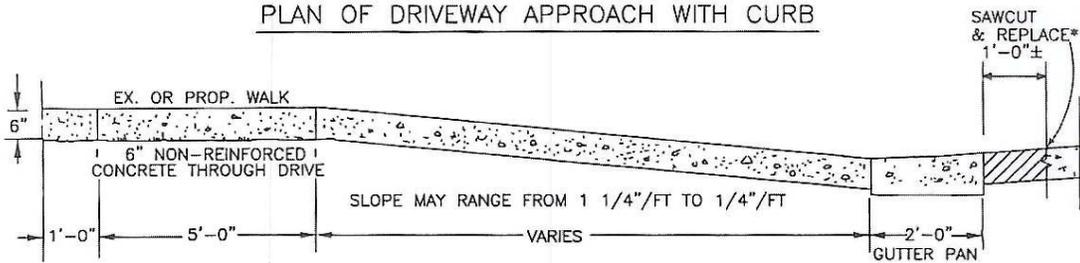
## CURB DETAIL

STANDARD MDOT C-4 CURB WITHOUT REBAR

CITY OF PORTAGE		AUG. 17, 93
STANDARD CURB		L.G.N.
STANDARD DESIGN SD-113		JULY '05
APPROVED <i>web</i>		J&H



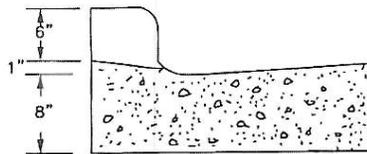
PLAN OF DRIVEWAY APPROACH WITH CURB



CROSS-SECTION DRIVE THRU A-A

1. IF BITUMINOUS PAV'T IS USED FOR APPROACH, MIN. THICKNESS SHALL BE 4" BIT. & 8" 22A AGGREGATE.

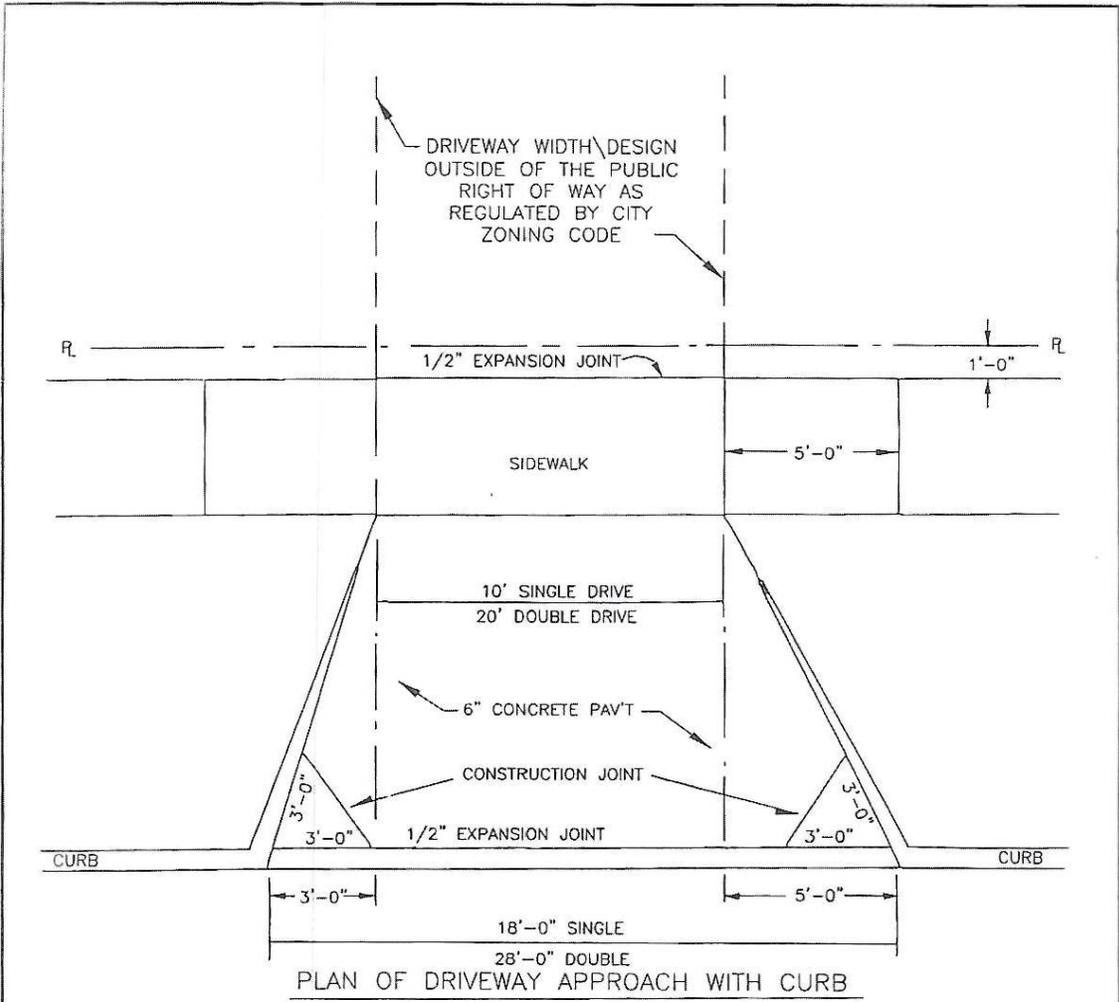
\* SAWCUT AND REPLACE WITH EQUAL DEPTH OF PAVEMENT. ANNULUS SHALL NOT BE FILLED WITH CONCRETE.



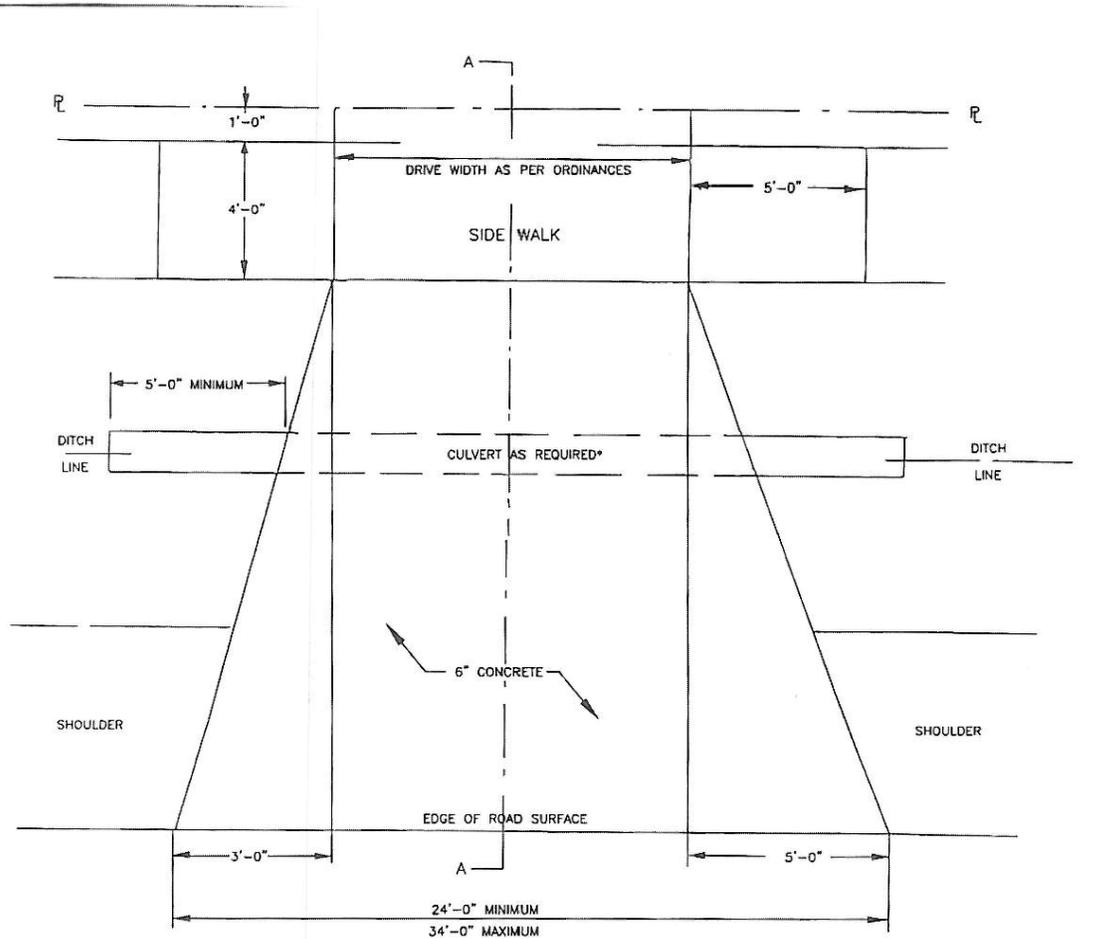
IF CURB INLET IS PRESENT, REPLACE CASTING PER SD-104 AND ADJUST CURB FLOWLINE ACCORDINGLY

CURB DETAIL

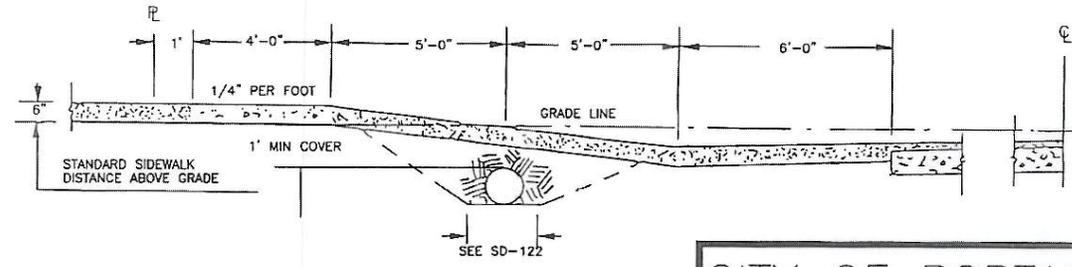
CITY OF PORTAGE		FEB. 99 D.R.W.
COMMERCIAL & INDUSTRIAL DRIVEWAY APPROACH WITH CURBED STREET		MARCH 95 D.R.W.
STANDARD DESIGN SD-116		JULY 05 J&H
APPROVED <i>wcb</i>		



CITY OF PORTAGE	
RESIDENTIAL DRIVEWAY APPROACH WITH CURBED STREET	AUG. 17, 93 L.G.N. NOV. '97 D.R.W. NOV. 25, 97 D.R.W. JULY '05 J&H FEB '07 JMA
STANDARD DESIGN SD-117	
APPROVED <i>WOB</i>	



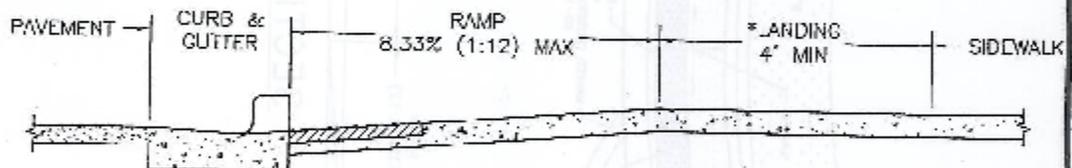
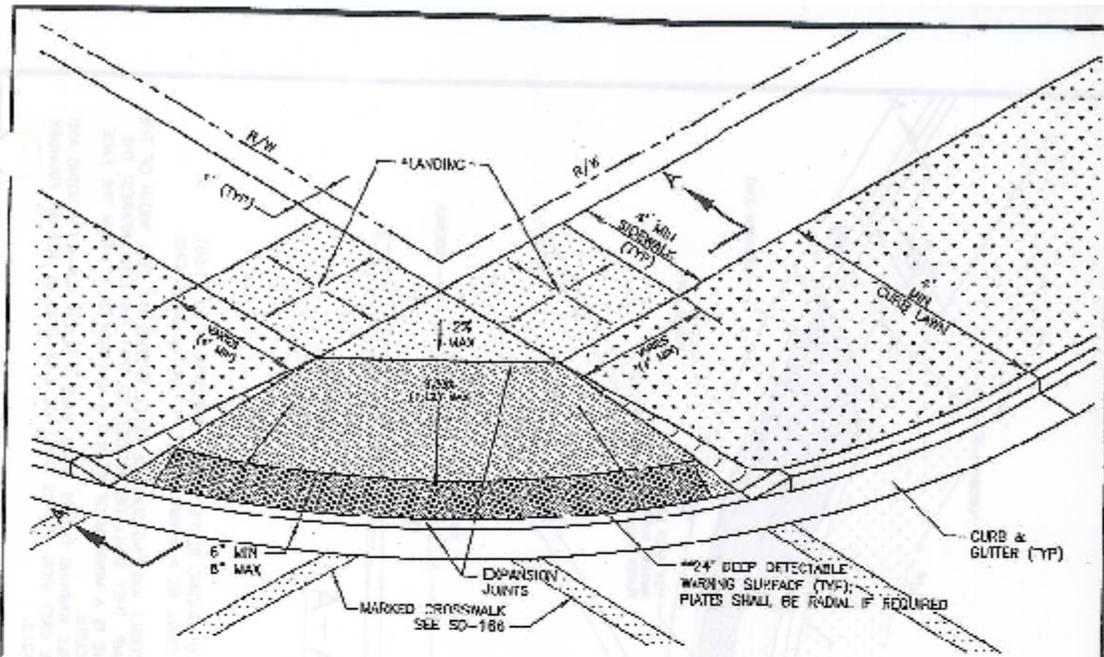
PLAN OF DRIVEWAY APPROACH WITHOUT CURB



CROSS SECTION DRIVE THRU A-A

- \* SIZE AND NECESSITY OF CULVERT TO BE DETERMINED BY THE ENGINEER
- \* IF BITUMINOUS PVMT IS USED MIN THICKNESS SHALL BE 3" BIT & 6" 22A AGGREGATE

CITY OF PORTAGE	
RESIDENTIAL DRIVEWAY APPROACH WITHOUT CURBED STREET	AUG. 17, 99 L.C.H. AUG. 07, 99 drw(cad) NOV. '97 drw(cad) JULY 08 J&H FEB '00 JMA
STANDARD DESIGN	SD-118
APPROVED	<i>WCB</i>

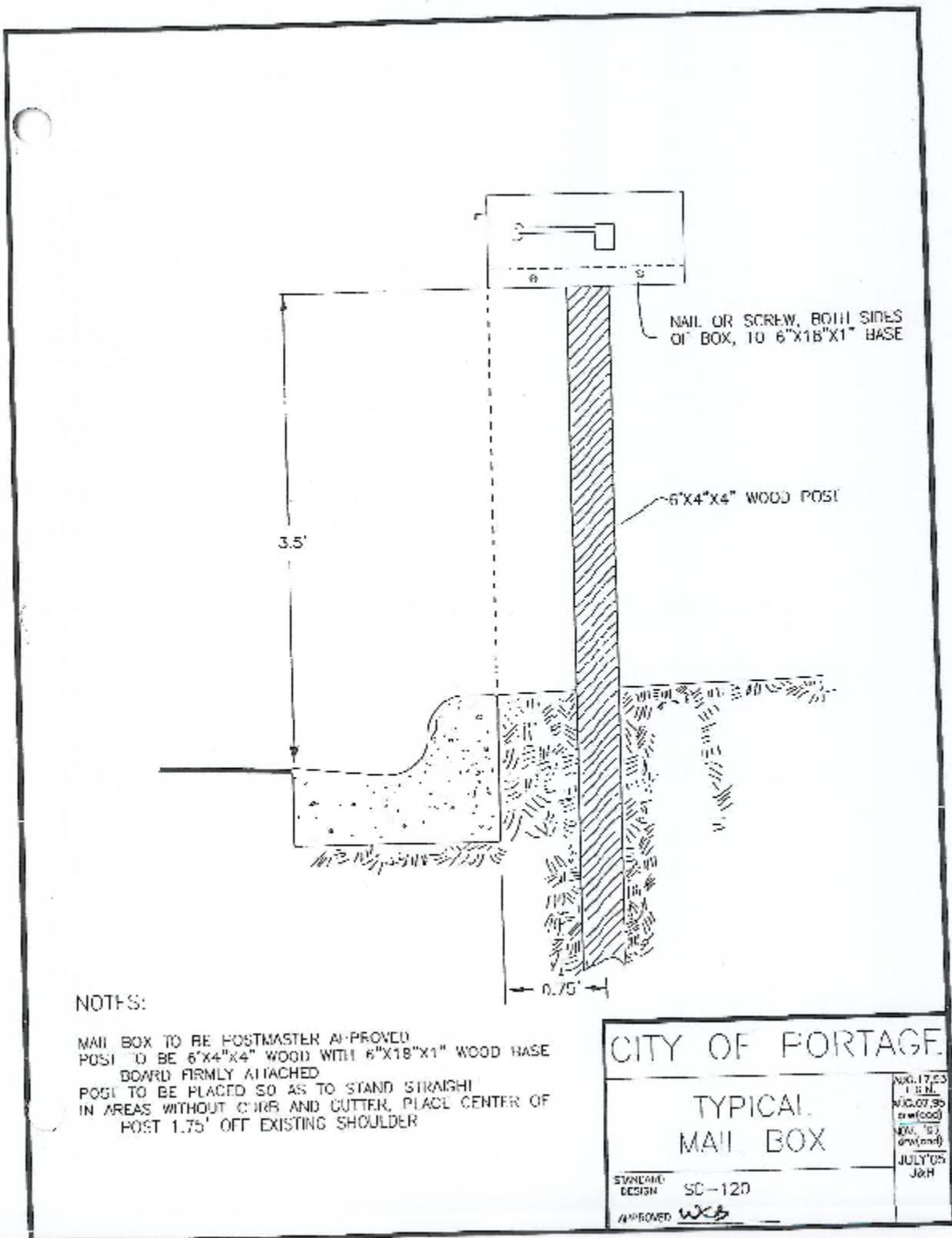


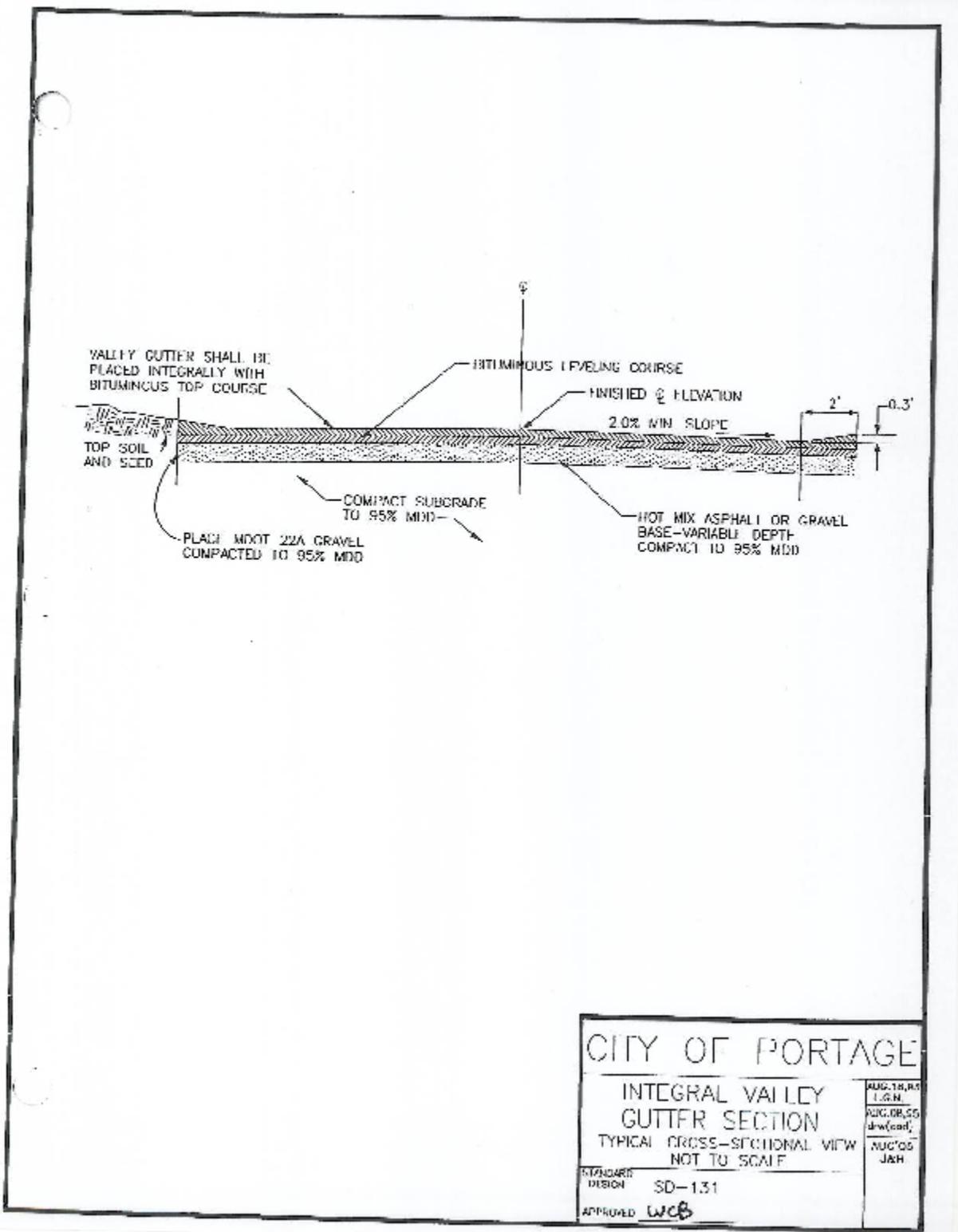
SECTION A-A  
NTS

- \* 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 ENW 7005 OR NEENAH FOUNDRY SERIES 4213.

CITY OF PORTAGE	
RAMPED SIDEWALK DETAIL	
STANDARD DESIGN	SD-119A
APPROVED	<i>[Signature]</i>
APR 17, 83 I.G.N. (08/07/84) drw(cod) NOV 07 87 drw(cnd) NOV 25 87 drw(cod)	JAN 07 JMA

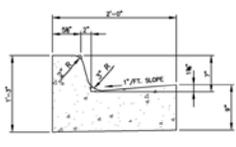
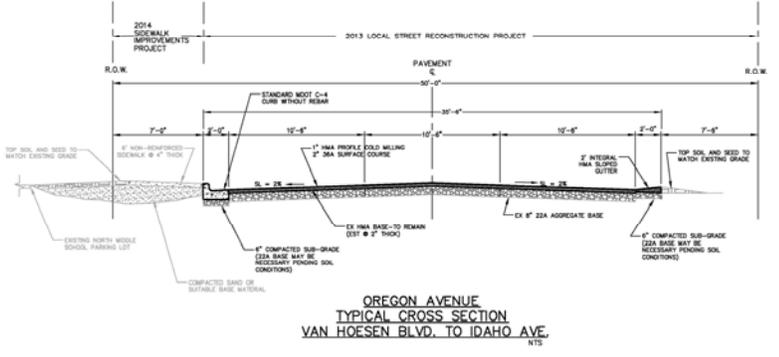




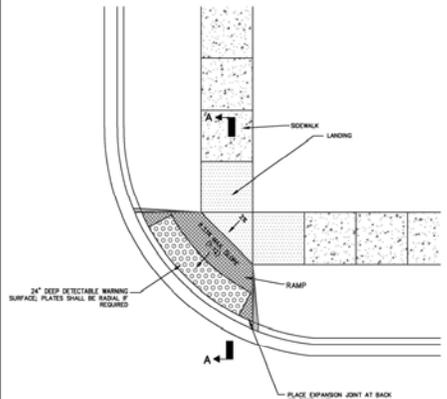


**GENERAL NOTES**

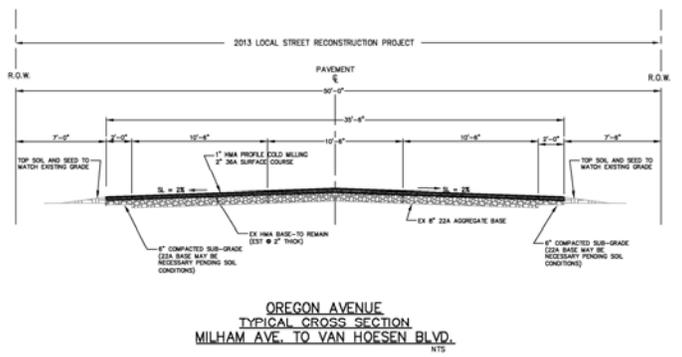
1. ACCESS FOR EMERGENCY VEHICLES MUST BE PROVIDED AT ALL TIMES
2. ALL CONSTRUCTION SHALL TAKE PLACE DURING NORMAL BUSINESS HOURS, EXCEPT WORKING HOURS, NOT ON WEEKENDS OR HOLIDAYS, UNLESS NECESSARY TO RESOLVE AN EMERGENCY SITUATION.
3. EXPOSED SOILS AND FILL MATERIAL SHALL BE PROTECTED WITH EROSION CONTROL BARRIERS OR TEMPORARY VEGETATION.
4. ACCESS FOR LOCAL TRAFFIC AND SCHOOL TRAFFIC MUST BE PROVIDED AT ALL TIMES
5. INLET PROTECTION SHALL BE PROVIDED BEFORE ANY EXCAVATION BEGINS FOR ALL DRAINAGE STRUCTURES IN THE CURB AND GUTTER LINE ALONG THE WEST SIDE OF OREGON AVENUE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL GEMENT THAT INTERFERES WITH THE PROPER OPERATION OF THE DRAINAGE STRUCTURE. ALL GEMENT SHALL BE LOCATED TO THE SIDE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 18" FROM THE FACE OF THE CURB. DETECTABLE WARNING PLATES SHALL BE 1/4" THICK OR HEAVIER FRANGIBLE GRENTE STEEL.
6. SIDEWALK MAXIMUM LANDING SLOPE IN ANY DIRECTION IS 2% (1:50). LANDING SHALL BE A MINIMUM 4'-0" IN ALL DIRECTIONS.



**CURB DETAIL - MDOT TYPE C-4**  
NTS



**SIDEWALK RAMP**  
NTS

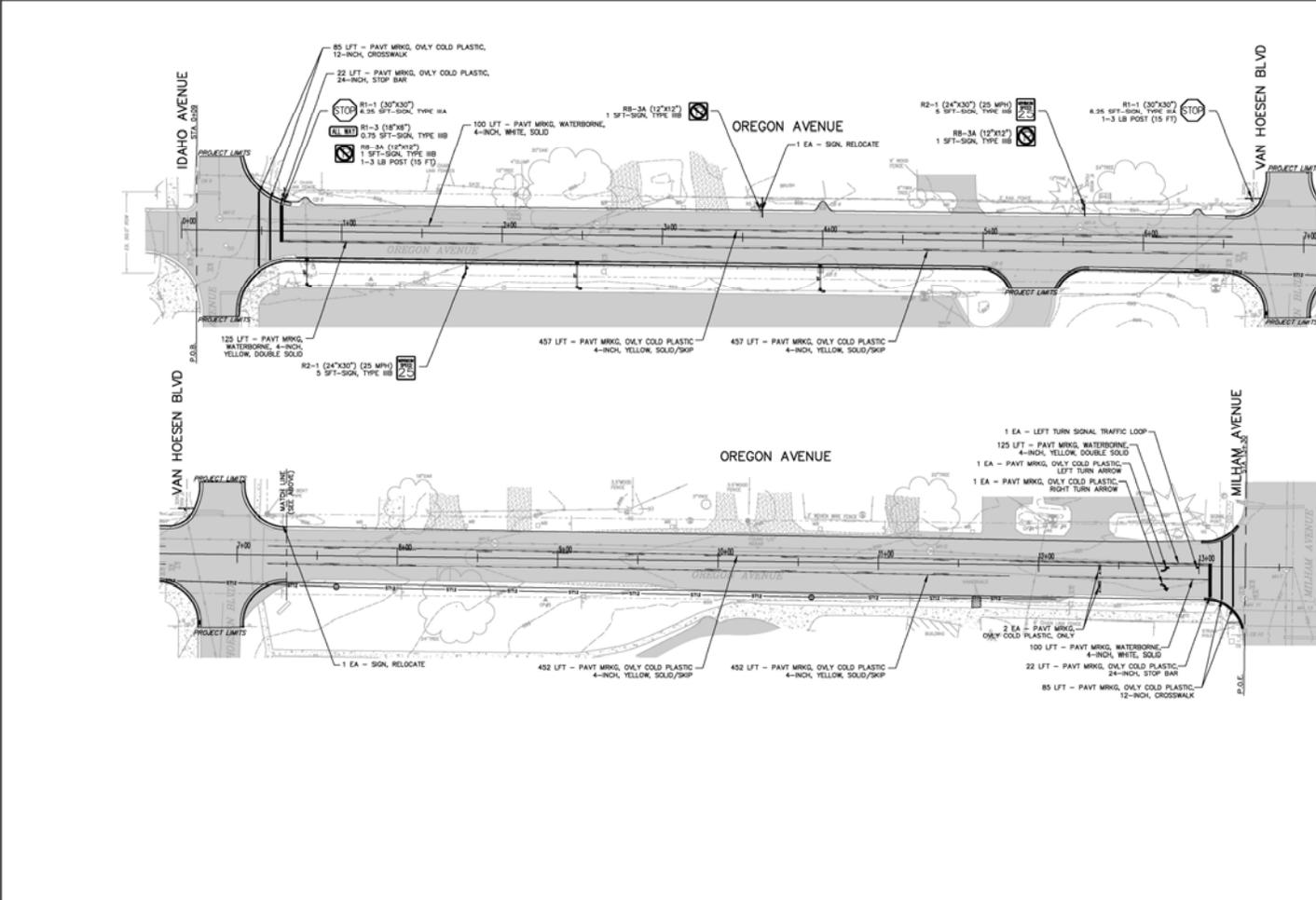


NOTE: ALL NOTES ON THE DRAWINGS BEAR AND DIMENSIONS ARE BOLD TO AD IN OF HIGH GRAPHIC DENSITY.

CITY OF PORTAGE, MI  
OREGON AVENUE  
ROADWAY IMPROVEMENT

NO.	DATE	REVISIONS AFTER ISSUE FOR
1		
2		
3		
4		
5		

THIS LINE SCALE IS WHEN PLACED TO MATCH SIZE DATE: 06/21/13



**BENCH MARK DATA**

ELEVATIONS BASED ON NAVD '88 DATUM, DERIVED FROM GPS OBSERVATIONS.

BM #1 ELEV. 898.12' (NAVD '88)  
 804 SPIKE IN THE WEST FACE OF A WOODEN LIGHT POLE, LOCATED ON THE EAST SIDE OF THE PARKING LOT, BEING THE END LIGHT POLE NORTH OF THE SOUTH ENTRANCE TO THE PARKING LOT.

BM #2 ELEV. 898.96' (NAVD '88)  
 CHISELED SQUARE IN THE TOP = NORTH SIDE OF A CONCRETE LIGHT POLE BASE, LOCATED AT THE SOUTH END OF THE PARKING LOT, SOUTH OF THE SOUTH ENTRANCE DRIVE.

BM #3 ELEV. 892.76' (NAVD '88)  
 CHISELED "X" ON TOP OF THE SOUTHWEST FLANGE BOLT ON HYDRANT, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF OREGON & VAN HOESEN.

BM #4 ELEV. (NAVD '88)  
 SET 804 SPIKE ON WEST SIDE OF UTILITY POLE ON EAST SIDE OF OREGON, BY 25 MPH SIGN, 153' NORTH OF THE INTERSECTION OF OREGON AND MILHAM.

CITY OF PORTAGE, MICHIGAN  
 OREGON AVENUE  
 ROADWAY IMPROVEMENTS

NO.	DATE	REVISIONS ACTION REVISION FOR NO.
1		
2		
3		
4		
5		
6		

THIS LINE SCALE IS MADE FROM THE ORIGINAL DRAWING  
 DATE: 06/21/18  
 DRAWN: J.L.H. WBL

## *DRAFT CONTRACT AGREEMENT*

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm 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 local street paving 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)                               | 6. Supplemental Special Provisions |
| 2. City of Portage Contract Conditions and Specifications | 7. Special Provisions              |
| 3. Notice to Bids   | 8. Coordination Clause - Utilities |
| 4. Instructions to Bidders                                | 9. 2003 Local Street Listing       |
| 5. General Specifications                                 | 10. Standard Details               |
|   | 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. [If the corporation is not a Michigan corporation, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_, Inc.  
print or type name of corporation  
was validly executed on behalf of the corporation by \_\_\_\_\_  
print or type name  
who was then the \_\_\_\_\_ of said corporation and has the  
print or type name of title  
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. [If the LLC is not a Michigan LLC, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_ LLC  
print or type name of LLC  
was validly executed on behalf of the LLC by \_\_\_\_\_  
print or type name  
who was then a member of said 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

Page 2

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:

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

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