

## NOTICE

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

### Storm Water Retention Basin Rehabilitation

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: December 27, 2013

## NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, January 23, 2014 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

### Stormwater Retention Basin Rehabilitation

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: Stormwater Retention Basin Rehabilitation

FOR OPENING: January 23, 2014

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage at [www.portagemi.gov/government](http://www.portagemi.gov/government). Documents and plans for bidding purposes must be requested from the City of Portage Purchasing Department at (269) 324-9284. Complete bid packages will also be mailed upon request.

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.

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

INDEX

<u>SECTION</u>	<u>PAGE</u>
Notice to Bidders .....	Cover
Index	
1. Instructions to Bidders .....	1
2. Project Scope .....	7
3. Specifications .....	7
4. Special Provisions .....	8
5. Bid Proposal .....	11
<u>Attachments</u>	
Project Location Map	
Retention Basin Drawings	
Draft Contract Agreement	

## 1. INSTRUCTIONS TO BIDDERS

- 1.1. FORM -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one 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. MODIFICATIONS -- Proposal shall not contain any recapitulations of the work to be done. Oral proposals or modifications will not be considered.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.7. 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 as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.8. 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.
- 1.9. 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.

- 1.10. 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..

- 1.11. 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 five percent (5%) of the proposal (total of Divisions 1 and 2), 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.
- 1.12. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.
- 1.13. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment in the following manner to 269 – 329-4535.

1.13.1. Transmittal page must be plainly marked:

“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_.”  
Bid Name Date

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

1.13.3. 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.

1.13.4. **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.**

1.14. 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. Contract Conditions and Specifications are also available at [www.portage.mi.gov](http://www.portage.mi.gov).

1.15. 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:

1.15.1. 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.

1.15.2. 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.

#### 1.15.3. 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.

#### 1.15.4. 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.

#### 1.15.5. 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 Combined Single Limit (including sub-contractors)	\$1,000,000
C.	Comprehensive Automobile Liability Combined Single Limit (Injury and Property Damage)	\$1,000,000
D.	Umbrella or Excess Liability	\$2,000,000

1.15.6. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that a written notice to the City prior to cancellation or of intent not to renew.

1.15.7. Evidence of Coverage

The Insurance Certificates referenced in Paragraph 1 above must be submitted within ten (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.

1.16. Retainage Requirement

In accordance with the State of Michigan Public Act 524 of 1980, retainage will be withheld for any construction contract in excess of \$30,000. Ten percent (10%) retainage will be withheld from the first fifty percent (50%) of the contracted amount.

1.17. Guarantee

Contractor will guarantee the work and materials for a period of one year from completion of project. Work shall be redone or materials replaced in accordance with the scope of work and specifications.

1.18. Basis of Award

Bids will be awarded by division total to a responsive and responsible bidder in the best interest of the City, based on availability of funds. The City reserves the right to award to multiple contractors. 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.

### 1.19. Indemnification

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. Liquidated Damages

If the contractor does not complete the work within by the final completion date, the City of Portage is authorized to retain \$100.00 for each calendar day by which the Contractor shall fail to complete the work. The sum shall constitute liquidated damages and is not a penalty.

## 2. SCOPE OF WORK

- 2.1. The City of Portage Department of Transportation and Utilities is soliciting sealed bids for removal of trees, clearing brush, fence repair, and sediment removal for the stormwater retention basins located at 2217 Hickory Point South Drive (Division 1), 6475 Evergreen Street (Division 2), and 10161 S. Westnedge Avenue (Division 3). The Contractor is to provide all equipment, labor and materials necessary to remove all trees and brush and install granular bottom. A drawing of the stormwater retention basins is included in the bid package.
- 2.2. All disturbed driveways, sidewalks, curbs and gutters, and pavement will be replaced by the contractor as specified in the City of Portage Contract Conditions and Specifications.
- 2.3. All materials and brush requiring removal from the job site shall be disposed of off site in a proper manner.
- 2.4. Progress Schedule: The work shall begin within 10 days after receiving a Notice to Proceed, or no later than February 25, 2014. In no case shall any work be commenced prior to receipt of formal Notice to Proceed by the City of Portage. The project shall be substantially completed by March 31, 2014. Final completion by April 18, 2014. Final completion shall include placement of mulch blanket and dormant seeding.

### 3. SPECIFICATIONS

- 3.1. Standard Contract Conditions and Specifications: All work shall be done according to the City of Portage Standard Contract Conditions and Specifications, unless otherwise specified in the Special Provisions contained in Section 4.
- 3.2. Mulch Blanket: Soil erosion fabric shall be S-155 by North American Green or approved equivalent. The soil erosion fabric shall be installed per manufacturer's requirements including tucking of all edges of the fabric and stapling the fabric in place. The unit price bid per square yard shall be payment in full for all labor, equipment, and material to properly install the mulch blanket.
- 3.3. Public Utilities – Utility Coordination

3.3.1. The following utility owners have facilities located within the public right-of-way:

Natural Gas & Electric	Consumers Energy Company 2500 East Cork Street, Kalamazoo, MI (269) 381-6130
Cable	Charter Communications 4176 Commercial Avenue, Portage, MI
Telephone	AT&T 2919 Millcork Street, Kalamazoo, MI (269) 323-0003

Sewer & water

City of Portage – Contract Operator  
United Water  
7719 S. Westnedge Ave., Portage, MI  
(269) 324-9235

- 3.3.2. The Contractor shall call “Miss Dig” a minimum of three working days prior to beginning construction operations. Saturday, Sundays and Holidays shall not be included as a working day. On all projects:

**“3 Days Before you Dig – Call Miss Dig – Toll Free” (800) 482-7171**

- 3.3.3. The owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the highway right-of-way. 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 hazard to the public or are extraordinarily dangerous to the Contractor’s operations.
- 3.3.4. 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 of construction due to the encountering of existing utilities that are, or are not, show on the plans.
- 3.3.5. Work stoppage by employees of utilities 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 contract unit prices.

#### 4. **SPECIAL PROVISIONS**

##### 4.1. Sediment Excavation

This work shall consist of the removal of sediment soils, vegetation, and debris deposited in the bottom of the subject stormwater basin. The removal limits and depth shall be as shown on the drawings. All material shall be removed and properly disposed of off site. For the Hickory Point Basin, the outlet pipe shall be repaired, and grouted around the joint. The grout shall extend around the entire outlet pipe (30” diameter).

Basis of Payment – This work shall be paid for by the cubic yard, measured in place for sediment removal. Which shall include grouting of the Hickory Point outlet pipe.

##### 4.2. Granular Material, Class II

This item shall consist of the furnishing and placing of MDOT gradation granular material, Class II in the bottom of the subject stormwater basin. Material shall confirm to

Section 902 of the MDOT 2003 Standard Specifications. This work shall be placed to the limits shown on the drawings.

Basis of Payment – This work shall be paid for by the cubic yard, measured in place for granular material, Class II.

#### 4.3. Dewatering

This work shall consist of the excavation of a sump pit, equipment, piping and filter bag discharge to adequately remove all free water from the subject stormwater basin. This work shall be done in accordance with Article 202.3 of the Contract Conditions and Specifications, 2007 Edition. The filter system shall be a non-woven silt filtration bar as manufactured by U.S. Fabrics, or approved equal. Water shall be discharged into the existing perforated storm water system to the extent that the system can handle the volume of water. Access to the perforated system is located at the intersection of Tattersall Road and Evergreen Street.

Basis of Payment – This work shall be paid for at the lump sum price for all dewatering equipment, labor and materials required for a complete dewatering operation.

#### 4.4. Slope Restoration

This work shall consist of the final grading replacement of topsoil, mulch blanket, and seed installation as shown on the drawing. All work shall be done in accordance with Section 209.2 of the Contract Conditions and Specifications.

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

#### 4.5. Brush Clearing

This work shall consist of the removal of trees less than 6” in diameter, brush, vines and organic growth to the limits shown on the drawings. This work shall be done in accordance with Article 201.2 of the Contract Conditions and Specifications, 2007 Edition. All brush, limbs and debris shall be removed from the site. All wooden stumps shall be chemically treated to prevent growth.

Basis of Payment – This work shall be paid for by the lump sum price for brush clearing, which shall include all labor and material required.

#### 4.6. Fence Repair

This work shall consist of the inspection and repair of any chain link fence surrounding the basin, and known repairs as shown on the drawings. All fence fabric shall be securely attached to the adjoining line posts and top rail.

Basis of Payment – This work shall be paid for by the lump sum price for fence repair, which shall include all labor and materials required.

4.7 Outlet Pipe Replacement – Evergreen Street

This work shall consist of the removal of deteriorated 24” CMP from the northern outlet manhole of the basin and the replacement with 24” RCP CL IV pipe and concrete flared end section.

Basis of Payment – This work shall be paid for at the unit contract price per lineal foot for pipe furnished and installed, and per each 24” concrete flared end section. Prices shall be full payment for all labor and materials required.

## **CITY OF PORTAGE PROPOSAL FORM**

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

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

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The 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.

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.

<u>Item</u>	<u>Description</u>	<u>Unit.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
<b>Division 1 – 2217 Hickory Point South Drive</b>					
1-1	Brush Clearing	1	L.S.	\$ _____	\$ _____
1-2	Sediment Excavation (including outlet pipe repair)	150	C.Y.	\$ _____	\$ _____
1-3	Slope Restoration	125	S.Y.	\$ _____	\$ _____
1-4	Riprap, Plain	25	S.Y.	\$ _____	\$ _____
1-5	Fence Repair	1	L.S.	\$ _____	\$ _____
	Total Division 1 – 2217 Hickory Point				\$ _____
<b>Division 2 – 6475 Evergreen Street</b>					
2-1	Brush Clearing	1	L.S.	\$ _____	\$ _____
2-2	Dewatering	1	L.S.	\$ _____	\$ _____
2-3	Sediment Excavation	725	C.Y.	\$ _____	\$ _____

<u>Item</u>	<u>Description</u>	<u>Unit.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
2-4	Granular material Class II	125	C.Y.	\$ _____	\$ _____
2-5	Slope Restoration	120	S.Y.	\$ _____	\$ _____
2-6	24" RCP CL IV	25	L.F.	\$ _____	\$ _____
2-7	24" F.E.S.	1	EA	\$ _____	\$ _____
2-8	Riprap, Plain	25	S.Y.	\$ _____	\$ _____
2-9	Fence Repair	1	L.S.	\$ _____	\$ _____
Total Division 2 – 6475 Evergreen Street					\$ _____

**Division 3 – 10161 South Westnedge Avenue**

3-1	Brush Clearing	1	L.S.	\$ _____	\$ _____
3-2	Fence Repair	1	L.S.	\$ _____	\$ _____
Total Division 3 – 10161 South Westnedge Avenue					\$ _____

I, the undersigned, acknowledge receipt of addenda numbers \_\_\_\_\_ issued for this contract and which are considered a part of said contract.

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

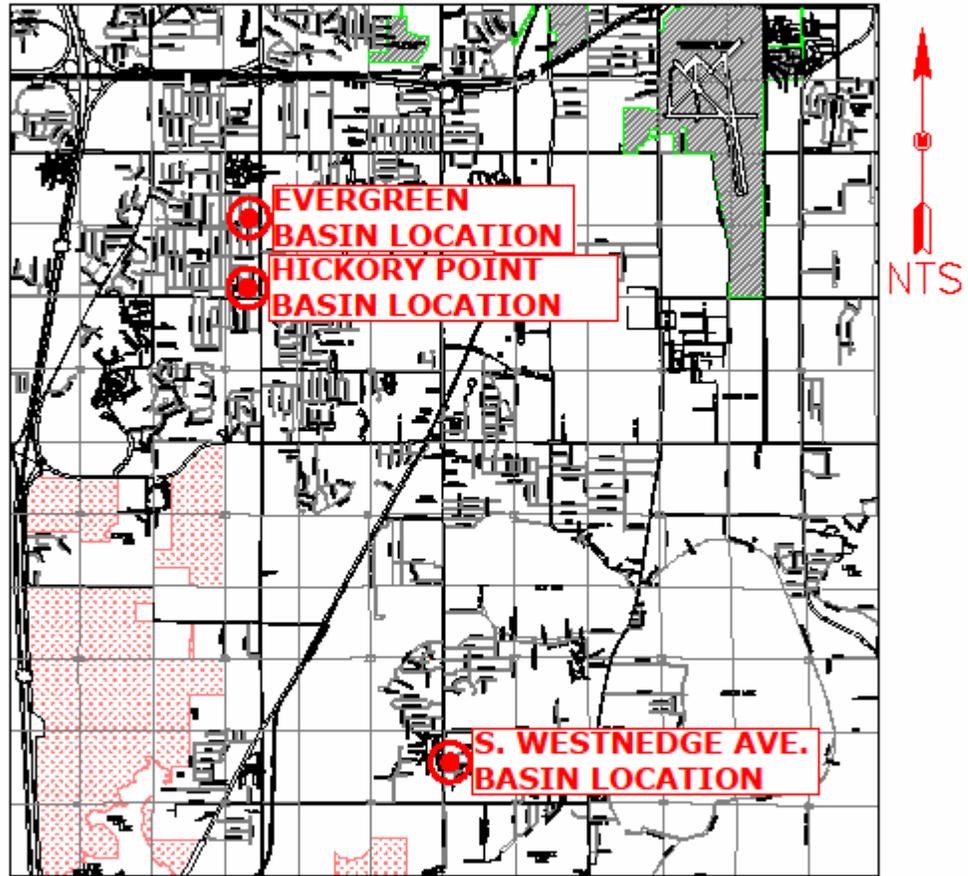
BY: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Print or Type

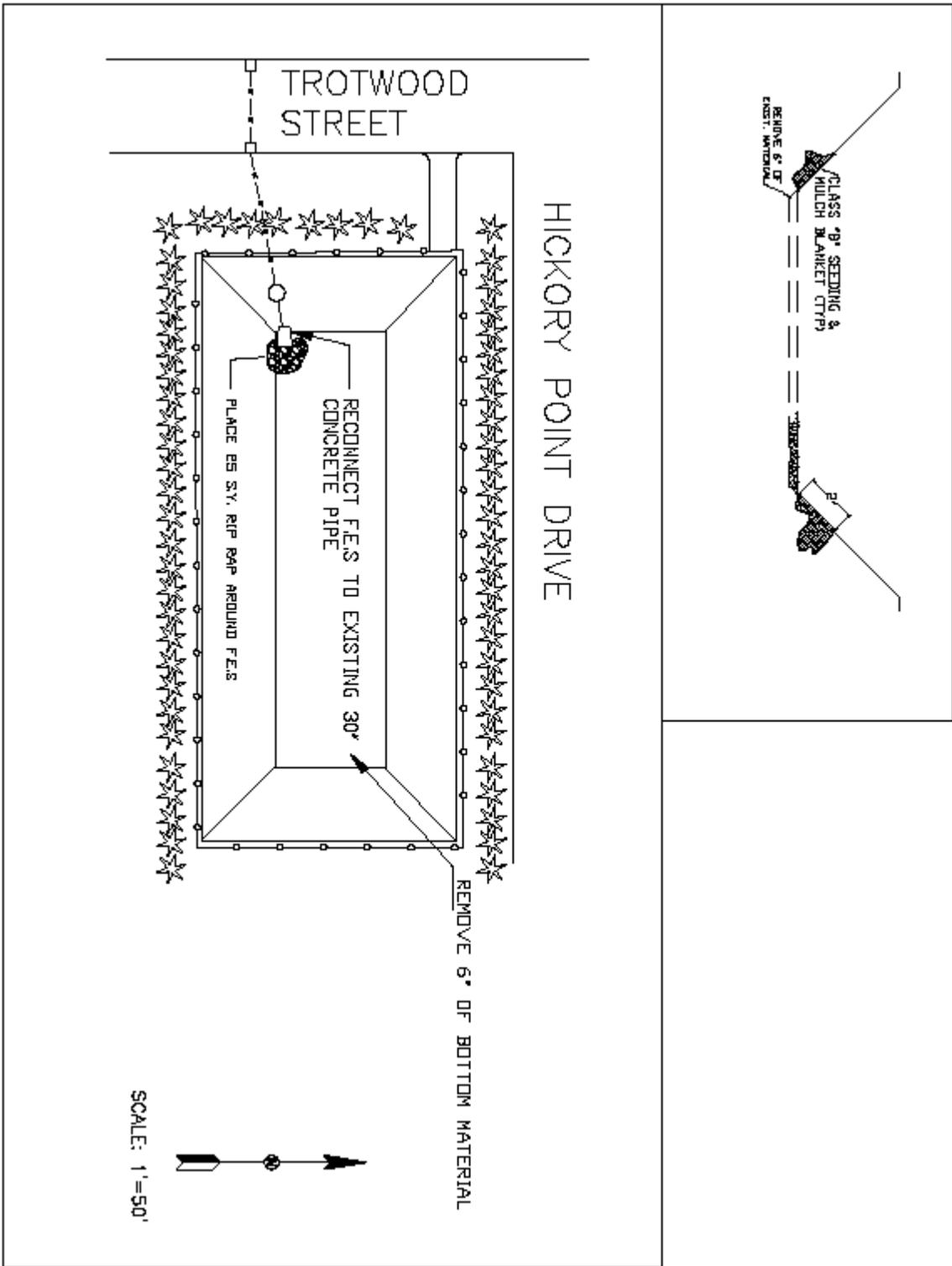
POSITION: \_\_\_\_\_

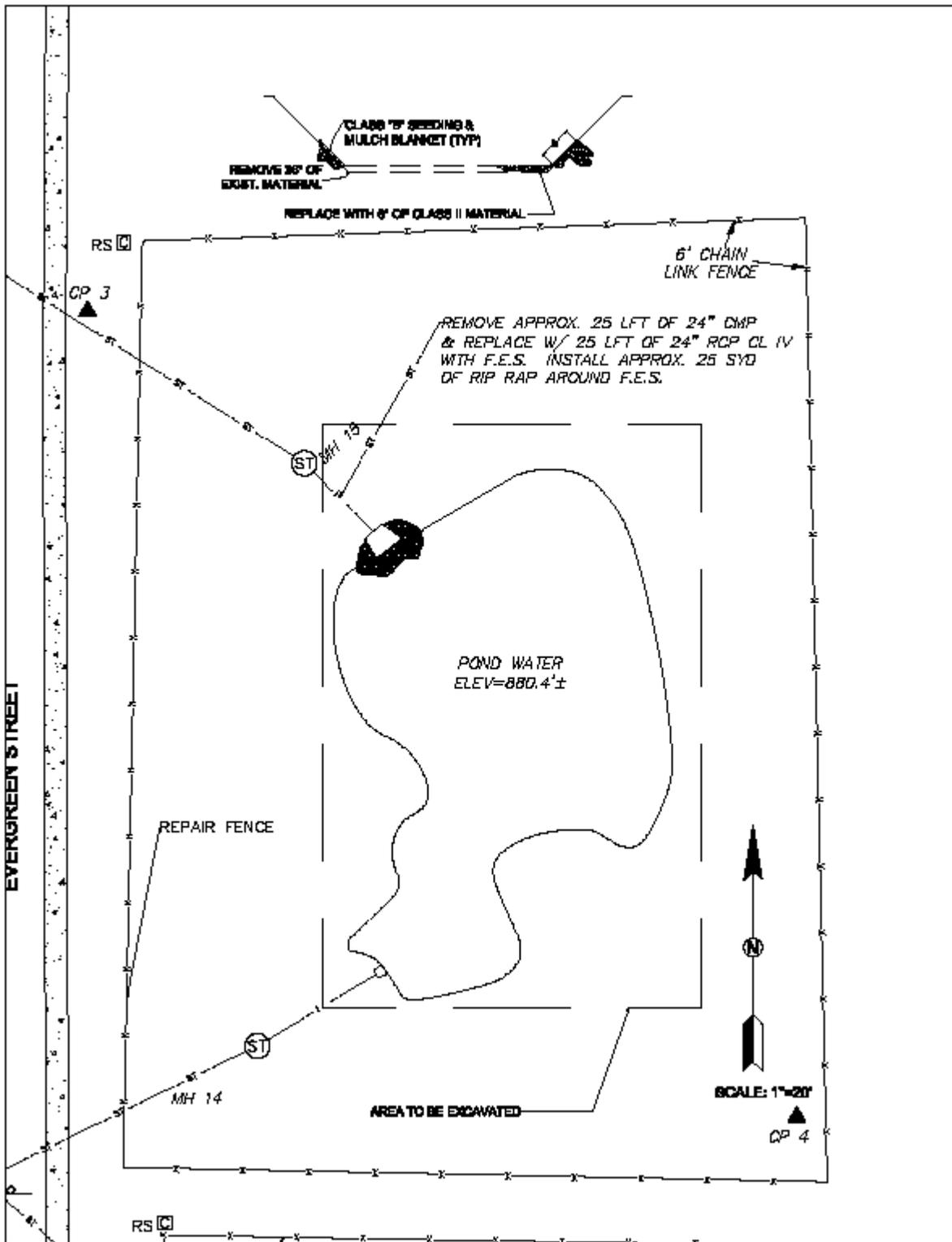
ADDRESS: \_\_\_\_\_

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



PROJECT LOCATION MAP





## *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**

**DRAFT CONTRACT**

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Divisions 1, 2, and 3 of the Stormwater Retention Basin Rehabilitation Project 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 2nd day of October 2008, the sum of which shall be,

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

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

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

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

1. Contract (this document)
2. Plans
3. City of Portage Contract Conditions and Specifications
4. Supplementary Conditions
5. Advertisement for Bids
6. Instructions to Bidders
7. Special Provisions
8. 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

Attest:

\_\_\_\_\_

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

\_\_\_\_\_

Print name and Title

\_\_\_\_\_

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Maurice S. Evans, City Manager

Approved as to Form:

\_\_\_\_\_

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

