

NOTICE

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

Curb Repairs

If your firm plans to bid on this project, please send an e-mail response to 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 Division 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: March 17, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids Friday, April 24, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

CURB REPAIRS

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: Curb Repairs

FOR OPENING: April 24, 2015 at 3:00 p.m.

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. 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 Manager Judy Johnson at (269) 324-9284. Contact Ray Waurio, Deputy Director of Streets & Parks at (269) 329-4430 if you have questions regarding the specifications.

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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. **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** -- Bids shall not contain any recapitulations of the work to be done. Alternate bids 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 Bid, 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 BIDS** -- Bids 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 Bid, 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 Bid 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.

- 1.9. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Bid, 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 BID -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one Bid for the same work, unless alternate Bids 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. 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.

- 1.12. 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, 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. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.
- 1.13. 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 one hundred percent

1.17. INSURANCE REQUIREMENTS

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan

Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.

- 1.17.1. Comprehensive General Liability Policy of at least \$1,000,000/occurrence 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.
- 1.17.2. Comprehensive Automobile Liability Policy of at least \$1,000,000 per occurrence for bodily injury and property damage on any automobile. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.17.3. Umbrella or Excess Liability Policy of at least \$2,000,000 per occurrence. 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.

1.17.4. Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

1.17.5. Cancellation Notice All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

1.17.6. Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. 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).

1.17.7. 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 \$2,000,000
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

1.17.8. Notice of Cancellation or Intent not to Renew

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

1.17.9. Evidence of Coverage

The Insurance Certificates referenced 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.

1.18. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants 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, 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, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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.

1.19. 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.

2. GENERAL SPECIFICATIONS

2.1. General

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

It is the intent of these specifications that the unit and lump sum prices stated in the contract attached shall be full compensation for all labor; materials; tools; traffic/pedestrian control; lawn restoration; asphalt restoration; gravel driveway restoration; sprinkler repairs; and equipment necessary to perform curb removal/replacement in a workmanlike manner and in accordance with all applicable specifications and special provisions.

2.2. Description of Work

This contract consists of removal and repair to damaged curbs/gutter pans throughout the City of Portage.

2.3. Work Area

For the most part, all work under this contract will take place within the public right-of-way. The Contractor shall not enter or occupy with employees, equipment or materials any private property outside of said public right-of-way without consent of the property owner and the Project Manager. The Contractor shall take all necessary precautions to protect from damage all trees not expressly marked by the Project Manager for removal or trimming. The Contractor shall also protect all public and private property adjacent to the work area as well as all property markers.

2.4. Cooperation with Utilities and Other Contractors

The Contractor shall be responsible to notify all utilities having facilities in the area of proposed construction so that they may locate and mark their facilities prior to the start of construction in accordance with Act 53 of the Public Acts of 1974. The Contractor shall take all necessary precautions to protect from damage all facilities belonging to public utilities. Neither materials nor equipment shall be placed in such a manner as to prevent free access to any fire hydrant, valve, manhole, or other such facility. Work stoppage by employees of utility companies which results in delay to the Contractor may be considered the basis for a claim for an extension of time but will not be considered the basis for a claim for extra compensation or an adjustment to contract unit prices.

Should others working for the City be required to work within the work area of the contract or adjacent areas, the Contractor shall coordinate this work with the work of said others. The contractor shall not interfere with or interrupt the work of said others. All reasonable accommodations shall be made to avoid conflict in the maintenance of traffic, construction signing, and the orderly progress of contract work. In the case of dispute between the Contractor and any others performing work for the City, the decision of the Project Manager shall be final and binding upon all parties.

2.5. Public Safety and Convenience

The Contractor shall at all times take whatever measures are necessary to render any and all portions of the work area secure in every respect and to decrease the probability of accident from any cause. The Contractor shall make every effort to protect pedestrians and shall make reasonable provision to insure free use of sidewalks, crosswalks, streets and driveways. Materials and/or equipment shall not be placed so as to unnecessarily hinder free use of said facilities. The Contractor shall at all times conduct the work in such a manner as to result in the minimum disruption to the free flow of traffic.

The Contractor is responsible for giving sufficient notification to property owners/occupants of work to take place in private driveways at least 24 hours in advance of the start of this work.

The City reserves the right to remedy any neglect on the part of the Contractor with respect to public safety and convenience after 24 hours notice, except in case of emergency, when the City shall have the right to remedy any neglect without notice. The cost of any such remedy will be deducted from money due or to become due to the Contractor.

2.6. Traffic and Pedestrian Control

Throughout the construction of the entire project, all City streets shall remain open to traffic at all times except as directed by the Project Manager. The Contractor shall be responsible for the proper protection of his work, tools, equipment, materials and employees at all times until final acceptance of the contract. The Contractor shall supply all traffic control devices and traffic regulators as necessary to protect and maintain traffic and pedestrian movement. All traffic control devices and their usage shall be in accordance with the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Channelizing devices shall be used to separate traffic from the work area, and if directed by the Project Manager, to separate opposing traffic. Type II lighted barricades or plastic drums may be used during both daytime and nighttime operations. Plastic cones may be used as channelizing devices during daylight hours only. If used, cones must be at least 42 inches in height.

The cost of all labor, material, and equipment necessary for establishing proper traffic control shall be incidental to the unit and lump sum prices of this contract.

2.7. Superintendent and Work Force

The Contractor shall have a competent foreman, superintendent, or other representative on site who shall have full authority to act for the Contractor and to receive and execute instructions from the Project Manager, and who shall insure that the work is performed in accordance with the specifications. Where special skills are required, only workers who are competent and skilled in their respective lines of work shall be employed.

2.8. Contractor's Guarantee

The Contractor's maintenance bond shall remain in force throughout the period of construction and shall continue in force for a period of 2 years following final inspection and acceptance of the project by the Project Manager.

2.9. Limitations of Operations

The Contractor shall not open, nor leave open, any more excavation than is absolutely necessary, and is approved by the Project Manager, to carry out the construction work in an efficient manner. Whenever, in the judgment of the Project Manager, the Contractor has obstructed or closed a greater portion of the work than is necessary for the proper prosecution of the work, or is carrying on operations to the prejudice of work already started, the Project Manager may require the Contractor to finish the part on which work is in progress before any additional portions are started. Work shall be conducted so as to create a minimum amount of inconvenience to the public. Therefore, no excavation or curb forming shall be left open during the weekend.

2.10. Quantities

The quantities shown on the proposal are estimated only and are subject to increase or decrease as determined by available budget. No guaranteed maximum or minimum is given. Attachment "A" provides curb with gutter pan locations.

2.11. Inspection of Work

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

2.12. 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 responsibility for the contracted quality and standards of any materials, equipment, components or completed work furnished under this contract. Any materials, equipment, components, or completed work which does not conform to City of Portage specifications may be rejected by the City and shall be replaced by the Contractor at no cost to the City. No additional compensation will be paid to the Contractor for delays due to material shortages, nor will this be considered the basis for a claim for an extension of time.

2.13. Final Clean Up

Before acceptance and final payment shall be made, all right-of-way and other grounds occupied by the Contractor in connection with this contract and all adjacent property shall be cleaned of all rubbish, excess materials, vehicles, and equipment, and the Contractor shall restore in an acceptable manner all property, both public and private, which may have been damaged or disturbed during the prosecution of the work. All parts of the work shall be left in a neat and presentable condition, as good as or better than it was at the beginning of construction.

3. SPECIAL PROVISIONS

3.1. Schedule

Work shall not begin before July 1, 2015. Curb repairs must be completed by September 4, 2015. The low bidder for the work under this contract will be required to meet with City Representatives to present a detailed progress schedule, as may be required.

3.2. Remove and Replace Concrete Curb and Gutter

The Contractor shall remove existing concrete curb and gutter as directed by the Project Manager and replace it with new concrete curb and gutter of the same type as that adjacent to the removal area. All disturbed base material or new base material added shall be well compacted. The Contractor shall work from the back side of the curb up to a distance of 3 feet for removal so as to not damage the edge of the existing pavement. Damaged or removed pavement will be replaced with a compacted 36A hot mix asphalt material. All material excavated from behind the curb to facilitate removal and replacement shall remain on site for backfill. Additional backfill materials, grass seed, hot mix asphalt (36A), sprinkler repairs, traffic control devices, removing/dumping old materials, shall be incidental to the contract unit price for curbs.

3.3. Concrete materials, Placement, and Finishing

Concrete materials, placement, and finishing shall conform to the City of Portage specifications. The curbs locations will be poured with concrete grade S2 (water reducer fly ash). Curbs will have a compressive rating of 3,500 psi. See attachment C for MDOT concrete grade S2 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 curbs shall be broomed to produce a slightly roughened surface. Curing and protection shall also be in accordance with aforementioned specifications. It is recommended the contractor provide curb protection until the concrete has set in an effort to prevent vandalism.

3.4. Backfilling and Restoration

After a minimum of 24 hours, forms may be removed and curb locations may be back filled. Backfilling must be completed to restore pedestrian traffic within 48 hours. 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 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 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 location delineated on Attachment "A" unless prior approval is granted by the Project Manager. The contract unit prices for remove and replace of curb items shall include all labor, materials and equipment necessary to complete backfill and restoration as specified herein.

3.5. Aggregate or Hot Mix Asphalt (HMA) Surface, Driveway

3.5.1. This item shall consist of furnishing, placing and compacting aggregate material in the existing non-paved driveways. The material to be used shall be what best approximates the existing material used in the driveway.

3.5.2. Place and compact the aggregate or HMA 36A material as directed by the Project Manager in the field from the edge of new curb in either direction to allow for a smooth driving surface. The contract unit prices for remove and replace curb shall include all labor, materials and equipment necessary to restore aggregate or HMA driveway surfaces to the property owner existing materials.

4. 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. In addition, the city reserves the right to increase or reduce the quantities (linear feet of curb replacements) as determined by available budget. 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.

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Remove & Replace Existing Curbs				
1	Remove/Replace Curb & Gutter Pan (as outlined in attachment A)	FT	696	\$ _____	\$ _____
	TOTAL BID				\$ _____

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON A SEPARATE BOND PAPER OR CLEARLY NOTED IN RED ON THE SPECIFICATIONS.

TERMS: _____ BIDDER FIRM: _____

(Minimum of 30 days, please specify any discounts given)

BY: _____

Signature

DATE: _____

BY: _____

Print or Type

POSITION: _____

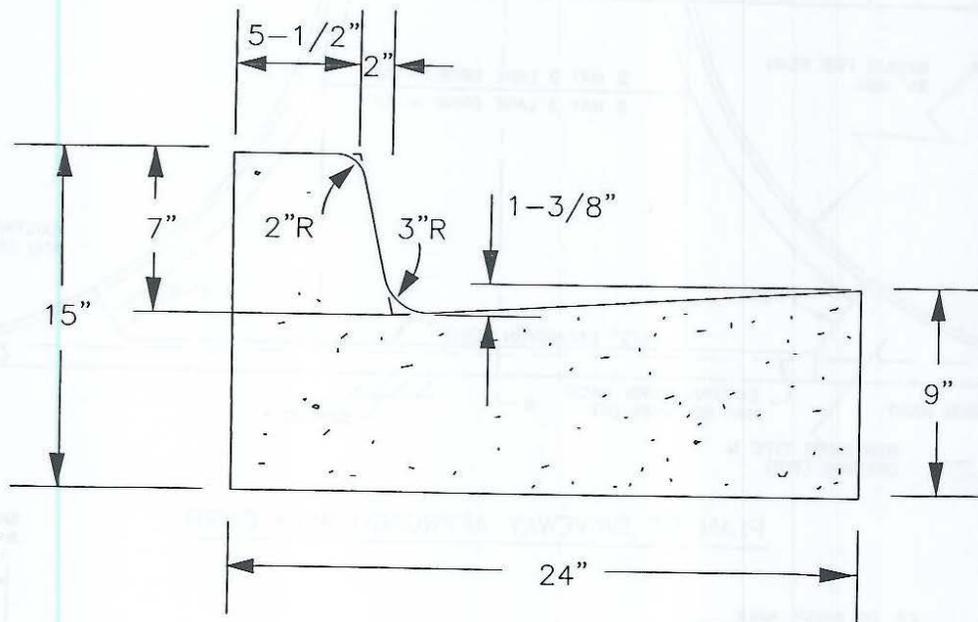
ADDRESS: _____

PHONE: _____ FAX: _____

Attachment A
Curb Repair Locations and Repair Length
3-12-15

2015 CURB REPAIRS	L (FT)
Westnedge & Old Kilgore - Blvd Curb	13
5136 Lovers - Blvd Curb	9
5090 Lovers - Blvd Curb	30
Lovers & Friendly, NE Corner - Curb	9
Lovers & Garden, SW Corner - Curb	47
Westnedge & Portage Central High School - Blvd Curb	21
9126 Shaver - Blvd Curb	18
9114 Shaver - Blvd Curb	8
8975 Shaver (Meijers) - Blvd Curb	24
8850 Shaver (Meijers North Entrance) - Blvd Curb	19
8308 Shaver	18
8278 Shaver	25
8212 Shaver (W.L. Molding Co.) - Blvd Curb	9
8012 Shaver (Kazoo Tire) - Curb	20
700 W. Centre - Curb	13
2427 W. Centre - Blvd Curb	13
W. Centre & Algonquin - Blvd Curb	12
2700 W. Centre - Blvd Curb	10
3200 W. Centre (East Side) - Blvd Curb	12
3200 W. Centre (West Side) - Blvd Curb	14
4421 W. Centre (West Side) - Blvd Curb	23
4034 W. Centre (Credit Union) - Blvd Curb	15
4421 W. Centre - Curb	16
2900 W. Centre (YMCA) - Curb	26
3000 W. Centre - Blvd Curb	22
W. Centre & Moorsbridge Intersection - Blvd Curb	20
Moorsbridge & Muirfield (North Side) - Blvd Curb	44
8036 Moorsbridge - Blvd Curb	9
Moorsbridge & Woodbridge Ln.	90
Moorsbridge & Oakshore Dr	52
Moorsbridge & Oak Shores Entrance - Curb	35
TOTAL	696

Attachment B – Standard Curb Detail (SD-113)



CURB DETAIL

STANDARD MDOT C-4 CURB WITHOUT REBAR

CITY OF PORTAGE

STANDARD
CURB

AUG. 17. 93
L.G.N.
JULY '05
J&H

STANDARD
DESIGN SD-113

APPROVED *wfb*

Attachment C - MDOT S2 Concrete Specifications

701.04

Table 701-1A Concrete Structure Mixtures by Slump							
Concrete Grade (e, h)	Section Number Reference (i)	Cement content per cubic yard (b, c)		Type A, D or no Admixture	Slump (in)		
					Type MR, F, or G Admixtures (g)		
					Before Admixture	After Admixture (Type MR)	After Admixture (Type F or G)
D (a)	706, 711, 712	658 (d)	7.0	0-3	0-3	0-6	0-7
S1	705	611	6.5	3-5	0-3	3-6	3-7
T	705, 706	611	6.5	3-7	0-4	3-7	3-8
S2 (a)	401, 705, 706, 712,	564	6.0	0-3	0-3	0-6	0-7
	713, 801, 802, 803, 810	526 (d)	5.6				
S3	402, 403, 803, 804, 806	517	5.5	0-3	0-3	0-6	0-7
		489 (d)	5.2				

Note: See Table 701-1B below for table notes.

Table 701-1B Concrete Structure Mixtures by Strength of Concrete									
Concrete Grade (e, h)	Section Number Reference (i)	Cement content per cubic yard (b, c)		Minimum Strength of Concrete (f)					
				Flexural, (psi)			Compressive, (psi)		
				7 day	14 day	28 day	7 day	14 day	28 day
D (a)	706, 711, 712	658 (d)	7.0	625	700	725	3,200	4,000	4,500
S1	705	611	6.5	600	650	700	3,000	3,500	4,000
T	705, 706	611	6.5	550	600	650	2,600	3,000	3,500
S2 (a)	401, 705, 706, 712,	564	6.0	550	600	650	2,600	3,000	3,500
	713, 801, 802, 803, 810	526 (d)	5.6						
S3	402, 403, 803, 804, 806	517	5.5	500	550	600	2,200	2,600	3,000
		489 (d)	5.2						

DRAFT CONTRACT AGREEMENT

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

DRAFT CONTRACT AGREEMENT

CITY OF PORTAGE

THIS CONTRACT made the ____ day of _____, 2015, by and between _____
_____, hereinafter called the
“Contractor,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002,
hereinafter called the “City.”

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

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the 2015 Curb Repair Project all in strict accordance with the Specifications, including any and all addenda, which 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 _____ 2015, 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. Proposal Form
3. City of Portage Contract Conditions and Specifications
4. Notice to Bidders
5. Instructions to Bidders
6. General Specifications

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: _____
Laurence Shaffer, 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. [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 Maintenance and

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 keeps aid 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 here in before 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 here in before 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)