

NOTICE

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

Garden Lane Water Main Replacement &
Zylman Storm Sewer Extension Projects

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: June 9, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on July 9, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**Garden Lane Water Main Replacement & Zylman Storm Sewer
Extension Projects**

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

SEALED BID: Garden Lane Water Main Replacement & Zylman Storm Sewer
Extension Projects

FOR OPENING: July 9, 2015

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. 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 Manager Judy Johnson at (269) 324-9284. If you have any questions regarding the specifications, please contact Jamie Harmon, Assistant City Engineer, at (269) 329-4428.

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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. 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.
- 1.3. 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, 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. 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 (100%) of the Contract Amount, a Maintenance and Guarantee Bond equal to twenty-five percent (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 one hundred percent (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.

1.13. 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.

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

1.14.1. Transmittal page must be plainly marked:

“Sealed Bid _____ for opening _____.”
Bid Name Date

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

1.14.3. 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.

1.14.4. **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.**

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

1.16. 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.

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

- D. 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.

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).

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.

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. 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.

1.18. Basis of Award

Award will be made to a responsive and responsible bidder whose Grand Total 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.

No contract is created until it is executed by all parties.

1.19. 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.

1.20. Liquidated Damages

If the contractor does not complete the work as defined by Section 7.6, the City of Portage is authorized to retain \$300.00 per calendar day if substantial completion is not met and \$100.00 for each calendar day by which the Contractor shall fail to complete all work as shown in the progress schedule. The sum shall constitute liquidated damages and is not a penalty.

2. SCOPE OF WORK

- 2.1. Background: The transmission water main located between Garden Lane well site # 3 and the Garden Lane treatment plant has shown signs of deterioration due to corrosive soil conditions. Additionally, a project to extend a storm drainage system along Zylman Avenue is necessary to protect adjacent private property.
- 2.2. Proposed Project: The City of Portage Department of Transportation and Utilities is soliciting sealed bids for replacement of the transmission water main located on city property at address 7451 Garden Lane behind the water treatment plant leading to well site #3. The work includes the installation of approximately 1,120 feet of Class 53 16” ductile iron pipe, and 160 feet of 12” Class 53 ductile iron pipe along with various valves and fittings. Due to the corrosive soil conditions, all pipe shall be polyethylene wrapped to protect the newly installed pipe. Additionally, this project includes the installation of 230’ of 12” RCP open joint storm sewer and three storm structures at 2485 Zylman Avenue. The Contractor is to provide all equipment, labor, and materials necessary to perform the specified work. Drawings detailing work and the location are included in the bid package. Full size plans will be available from the City of Portage Purchasing Department.
- 2.3. All work shall be constructed as shown on the plans.
- 2.4. 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.
- 2.5. Asphalt, concrete or other materials requiring removal from the job site shall be disposed of in a proper manner.
- 2.6. Progress Schedule: The work shall begin within 10 days after receiving a Notice to Proceed, or no later than August 3, 2015. In no case shall any work be commenced prior to receipt of formal Notice to Proceed by the City of Portage. The Zylman Avenue Division shall be substantially completed by September 25, 2015. Final completion by October 31, 2015. The Garden Lane Division shall be substantially completed by October 31, 2015. Final completion by November 25, 2015.

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 or directed by the Contract Manager.
- 3.2. Profiles and Topography: Topography and profiles of the ground are shown on the plans which accompany these specifications. These profiles and topography are believed to be reasonably correct, but are not guaranteed to be absolutely so, and together with any schedule of quantities, are presented only as an approximation.
- 3.3. Driveway Replacement: All disturbed driveway surfaces shall be replaced with their respective material and the amount stated according to the City of Portage Standard Details.
- 3.4. Erosion Control: Soil erosion control methods shall be placed in areas noted on the plans.
- 3.5. Water Main Installation: It will be necessary to replace the water main within the limits of the project based on the following specifications:
 - 3.5.1. Water main four inch (4") to ten inch (10") diameter pipe shall be constructed with Class 52 Ductile Iron Pipe. Water main twelve inch (12") diameter and larger shall be constructed using Class 53 Ductile Iron pipe, and installed per City of Portage specifications.
 - 3.5.2. Water main shall be polyethylene wrap in order to protect from corrosive soil, and shall be installed per City of Portage specifications.
- 3.6. Drainage Structure Installation: All drainage structures shall be installed according to the City of Portage specifications.

4. SPECIAL PROVISIONS

- 4.1. Modified Fire Hydrant Assembly and Removal: Two new fire hydrant assemblies will be installed for the purpose of collecting bacteriological water samples after the new water main has been disinfected. Once the results of the water samples are in accordance with AWWA C-651 and MDEQ, the contractor will be required to remove the new fire hydrants for the City's utility contractor to salvage.
- 4.2. Open Joint RCP: All RCP shall be Class IV with open joint spacers as shown on the attached detail sheet. MDOT 6A washed stone shall be placed 1-foot minimum completely around the RCP. Filter fabric shall be placed between the

6A stone and the soil, completely around the sides, bottom, and top of the stone along the entire trench. All joints in the filter fabric shall have a minimum overlap of 12-inches.

- 4.3. Existing Drainage Structure Tap: All drainage structure taps shall be in accordance with provisions in the MDOT Standard Specifications for Construction, 2012 Edition. Cut an opening into receiving structure at least equal to the outside diameter of the inlet pipe plus 6-inches and insert the pipe. Pack a layer of mortar at least 3-inches thick around the inlet pipe and strike smooth with the inner wall of the receiving structure. Repair or replace existing drainage structure damaged by Contractor operations during tapping at no additional cost to the City of Portage.
- 4.4. MDEQ Wetland Permit Compliance: City of Portage received authorization for the Garden Lane Division to work within the regulated wetland area as shown on the plans. The following MDEQ project limits are:
 - 4.4.1. Clearing: Utilize temporary construction mats in the wetland boundary as necessary, to prevent soil compaction.
 - 4.4.2. Backfill Material: Temporarily store excavated wetland material on upland for backfill.
 - 4.4.3. Seed-mix: Re-vegetate the replaced wetland hydric soil with Michigan-native wetland seed-mix that is appropriate for the wetland type, and stabilize until wetland vegetation is reestablished.
- 4.5. Structure Installation Utility Conflict Allowance: An ‘allowance’ pay item has been specified for unanticipated utility conflicts during the installation of the storm sewer structures. This allowance will be utilized to mitigate unforeseen utility conflicts. This allowance will not be utilized without the written authorization of a cost proposal prepared and submitted by the contractor to the Project Manager. The allowance amount in the contract is an estimated amount and may or may not be used depending upon the location conditions encountered during construction. The work will be paid for based upon the accepted cost proposal. The contractor shall make no claim for loss of overhead and profit if this allowance is not utilized.
- 4.6. Pavement Replacement: Replacement of asphalt road surface will be done in accordance with City Specifications. Due to potential seasonal restrictions, the contractor shall place the 13A Modified leveling and surfacing courses, prior to the September 25, 2015 substantial completion date.
- 4.7. Commercial Access: The contractor shall make possible as much uninhibited access to adjacent business drives as is reasonably possible. Due to the nature

of the work limited access is expected, however the contractor shall provide access to drives when feasible.

4.8. Construction Signing and Traffic Control

4.8.1. General Requirements:

Local traffic shall be maintained on all roads at all times throughout the construction. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc., required on this project. The Contractor shall coordinate this work with other contractors performing work within the construction influence area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and the orderly progress of work.

The Contractor shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the Construction Influence Area for the safety and protection of through and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades and channeling devices at the intersecting street on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans.

4.8.2. Project – General

The Contractor shall provide barrels, barricades and other necessary signage during construction operations, whenever one or more lanes which are open to traffic will be temporarily blocked.

Necessary emergency work performed by the City will be billed against the Contractor.

Walks, driveways and entrances to buildings shall not be unnecessarily blocked. Vehicular access shall be maintained to all properties designated by the Engineer at all times. Construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times. When partial widths of new pavement are available to traffic, access to drives shall be provided immediately.

4.8.3. Traffic Control Devices

All traffic control devices and their usage shall be in accordance with provisions in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 Edition as revised. All construction signs, unless otherwise noted, shall be 48 x 48 inches, mounted at a bottom height of 5

feet and placed as indicated on the plans. When signs are no longer applicable, they shall be removed or have their legend completely covered with plywood or approved equal. When signs are mounted on Type III barricades, all signs shall be mounted above the Type III barricade.

Channeling devices shall be used to separate traffic from the work and if directed by the Engineer or shown in the plan sheets to separate opposing traffic lanes. Type II Lighted Barricades (plastic drums) may be used during both daytime and night time operations.

Plastic cones may be used as channeling devices only during daylight hours. If plastic cones are used, they shall be a minimum of 28 inches in height and placed as directed by the Engineer. Metal drums or metal barrels shall not be used as traffic control devices.

All signs, unless otherwise noted, shall be placed on 3 pound driven posts and each Type III Barricade (8 foot and 12 foot) shall be weighted with a minimum of 12 sandbags each weighing 30 pounds.

4.8.4. Basis of Payment

Payment for all work of maintaining traffic shall be a lump sum which price shall include all materials, labor and equipment necessary to install, maintain and remove the traffic control devices.

4.8.5. Public Utilities – Utility Coordination

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
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Cable	Charter Communications 4176 Commercial Avenue, Portage, MI
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Telephone	AT&T 2919 Millcork Street, Kalamazoo, MI (269) 323-0003
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Sewer & Water	City of Portage,
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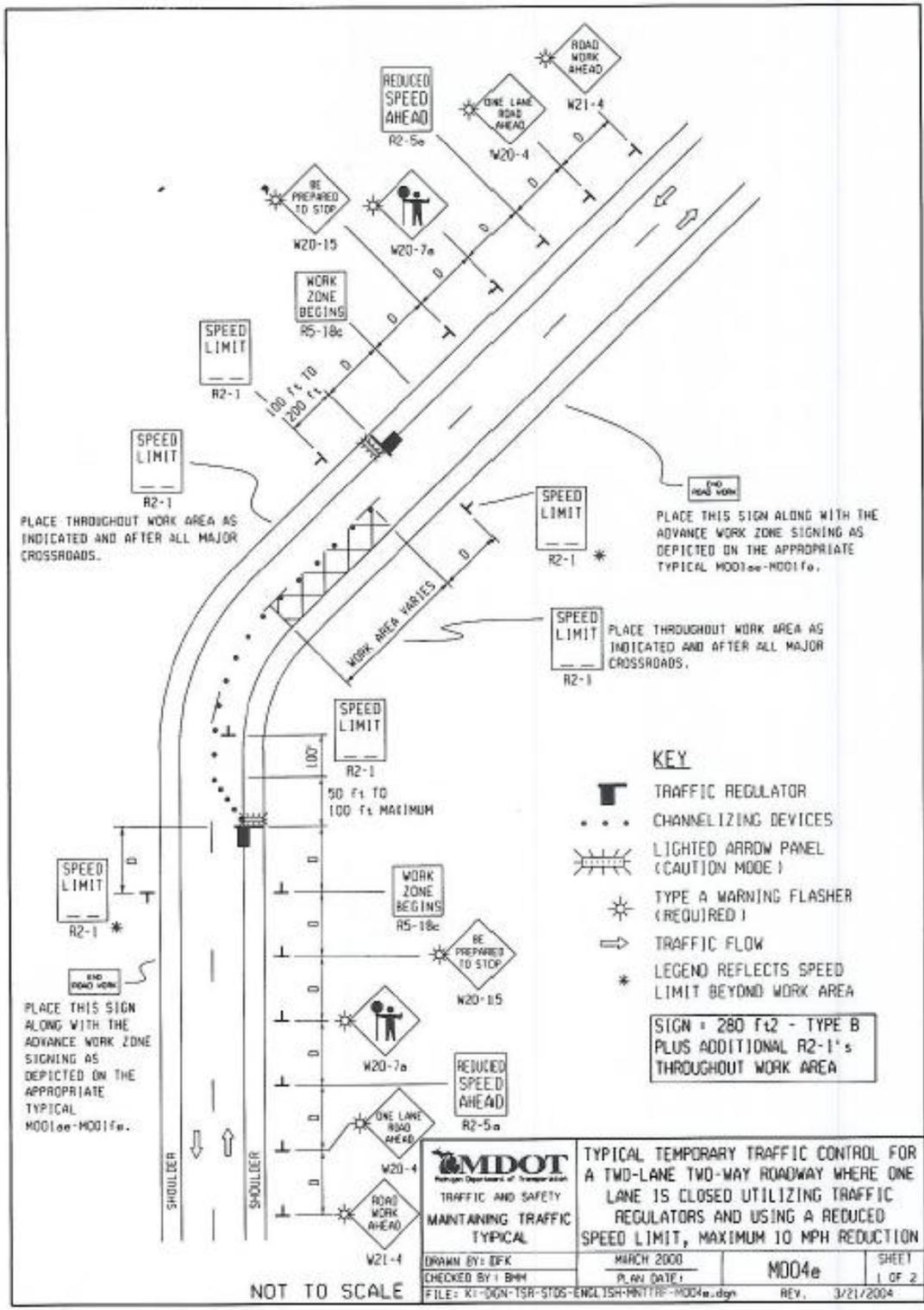
United Water, Contract Operator
7719 S. Westnedge Ave, Portage, MI
(269) 324-9235

- 4.8.6. 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

- 4.8.7. 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.
- 4.8.8. 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, shown on the plans.
- 4.8.9. 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 contract unit prices.

**FULL SIZE PLANS ARE AVAILABLE BY CONTACTING THE CONTRACT
MANAGER, JAMIE HARMON, AT 269-329-4428**



NOTES

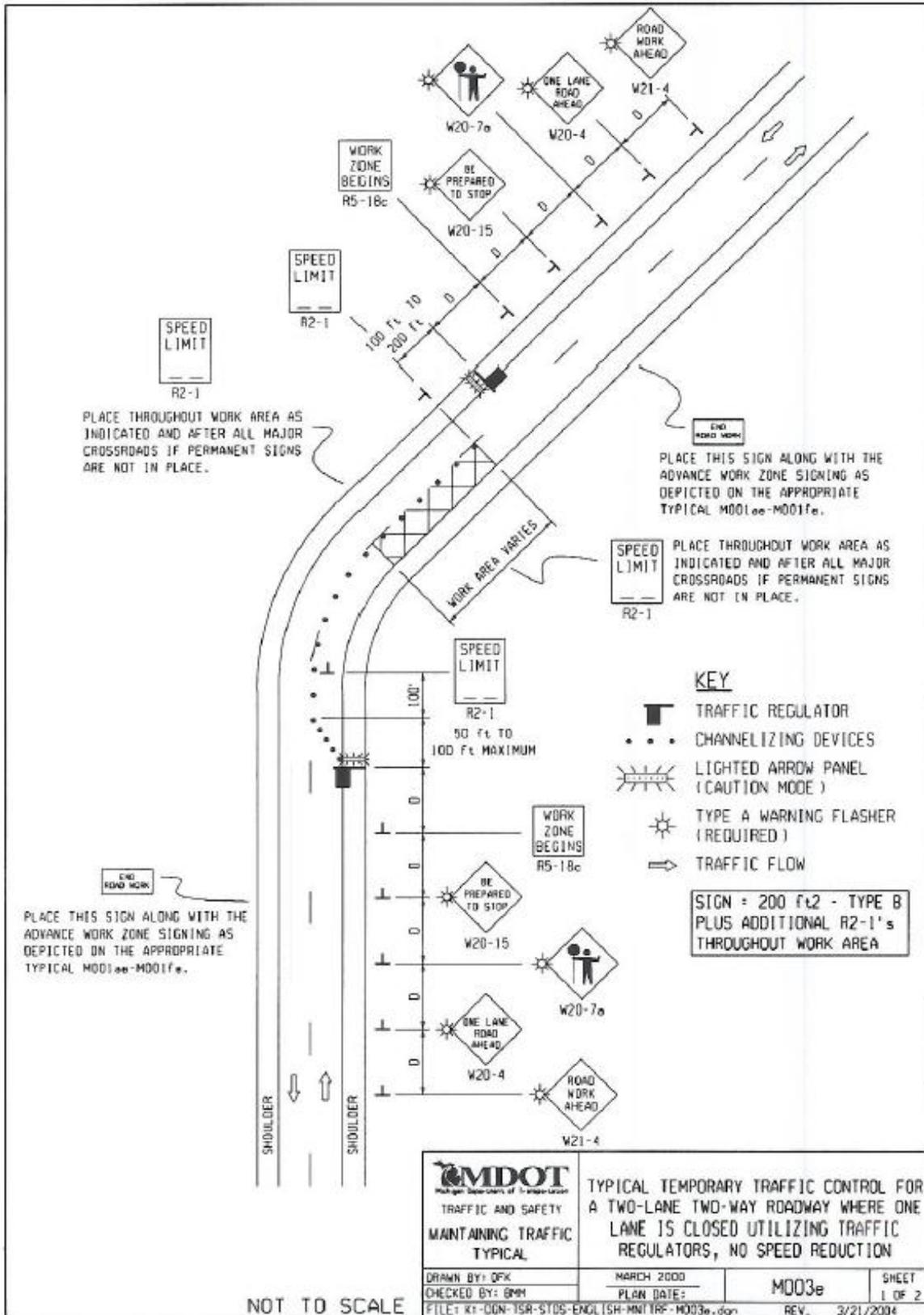
- 1EA. SEE M004e FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (RS-18e) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4EA. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, CHANNELIZING DEVICES SHALL BE LIGHTED PLASTIC DRUMS.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL 4' x 4' WARNING SIGNS, TYPE III BARRICADES, THEIR TEMPORARY SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL BE FABRICATED IN ACCORDANCE WITH THE CURRENT STANDARD PLAN.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MUTCD HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-15 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

SIGN SIZES

- DIAMOND WARNING - 48" x 48"
- RECTANGULAR REGULATORY - 48" x 60"
- RS-18e REGULATORY - 48" x 48"

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS AND USING A REDUCED SPEED LIMIT, MAXIMUM 10 MPH REDUCTION	
	DRAWN BY: ICEK CHECKED BY: BMM	MARCH 2000 PLAN DATE:
SHEET 2 OF 2		



NOTES

- 1EA. SEE M003e FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4EA. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, CHANNELIZING DEVICES SHALL BE LIGHTED PLASTIC DRUMS.
6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL 4' x 4' WARNING SIGNS, TYPE III BARRICADES, THEIR TEMPORARY SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL BE FABRICATED IN ACCORDANCE WITH THE CURRENT STANDARD PLAN.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MUTCD HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W20-15 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

SIGN SIZES

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

NOT TO SCALE

 TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS, NO SPEED REDUCTION	
	DRAWN BY: OFK CHECKED BY: BMM FILE: K:\OGN-TSR-STD5-ENGLISH-MNTTRF-M003e.dgn	MARCH 2000 PLAN DATE:
		SHEET 2 OF 2

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. 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.

Division 1: Garden Lane Water Main Replacement

<u>Item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1	Pavement Removal	600	SYD	\$ _____	\$ _____
2	HMA Replacement, MDOT 36A Modified, 3-inch	100	TON	\$ _____	\$ _____
3	Aggregate, MDOT 22A Modified, 8-inch	141	TON	\$ _____	\$ _____
4	Backfill, Class II	630	CYD	\$ _____	\$ _____
5	Clearing	1.4	ACRE	\$ _____	\$ _____
6	Erosion Control, Silt Fence	300	LFT	\$ _____	\$ _____
7	Fire Hydrant Assembly, Modified, 6-inch with valve and sign	2	EA	\$ _____	\$ _____
8	Fire Hydrant Removal	2	EA	\$ _____	\$ _____
9	Watermain, CL 52, DIP 6-inch	20	LFT	\$ _____	\$ _____
10	Watermain, CL 53, DIP 12-inch	160	LFT	\$ _____	\$ _____
11	Watermain, CL 53, DIP 16-inch	1140	LFT	\$ _____	\$ _____

Item	Description	Est. Qty.	Unit	Unit Price	Extension
12	Polyethylene WM Encasement	1300	LFT	\$ _____	\$ _____
13	DIP Fitting, 16"x12"x16" Tee	1	EA	\$ _____	\$ _____
14	DIP Fitting, 16"x16"x16" Tee	1	EA	\$ _____	\$ _____
15	DIP Fitting, 16"x16"x6" Tee	1	EA	\$ _____	\$ _____
16	D.I.P Fitting, 16"x12" Reducer	2	EA	\$ _____	\$ _____
17	D.I.P Fitting, 16"x6" Reducer	1	EA	\$ _____	\$ _____
18	Gate Valve and Box, 12-inch	1	EA	\$ _____	\$ _____
19	Gate Valve and Box, 16-inch	3	EA	\$ _____	\$ _____
20	Solid Sleeve, 12-inch	1	EA	\$ _____	\$ _____
21	Solid Sleeve, 16-inch	1	EA	\$ _____	\$ _____
22	Non-Pressure Connection, 16-inch	2	EA	\$ _____	\$ _____
23	Non-Pressure Connection, 12-inch	1	EA	\$ _____	\$ _____
24	Restoration, Topsoil, 4-inch	11,000	SYD	\$ _____	\$ _____
25	Wetland Seed-mix, Michigan-Native with Mulch Blanket	2340	SYD	\$ _____	\$ _____
26	Seeding, Class "A" Mixture with Mulch Blanket	8660	SYD	\$ _____	\$ _____
27	Water Main Cap, 6-inch	2	EA	\$ _____	\$ _____
28	Water Main, Cap, 16-inch	1	EA	\$ _____	\$ _____
29	D.I.P Abandonment	1	LS	\$ _____	\$ _____
30	Dewatering	1	LS	\$ _____	\$ _____
Total Garden Lane Division					\$ _____

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Division 2: Zylman Storm Sewer Extension</u>					
1	Traffic Control & Construction Signage	1	LS	\$ _____	\$ _____
2	Remove HMA Driveway	141	SYD	\$ _____	\$ _____
3	HMA Replacement, MDOT 36A Modified, 3-inch	40	TON	\$ _____	\$ _____
4	HMA, Pavement Patching	5	TON	\$ _____	\$ _____
5	Aggregate, MDOT 22A Modified, 8-inch	141	SYD	\$ _____	\$ _____
6	Dr Structure (Perforated), 48-inch	2	EA	\$ _____	\$ _____
7	Dr Structure, 48-inch	1	EA	\$ _____	\$ _____
8	Dr Structure Cover, 1040, Type O2 Beehive	2	EA	\$ _____	\$ _____
9	Dr Structure Cover, 1040 Type M1 Flat Grate	1	EA	\$ _____	\$ _____
10	Dr Structure Tap, 12-inch	2	EA	\$ _____	\$ _____
11	Storm Sewer, C-76-IV, RCP – Open Joint, 12-inch including MDOT 6A Stone and Fabric	242	LFT	\$ _____	\$ _____
12	Erosion Control, Inlet Protection, Fabric Drop	1	EA	\$ _____	\$ _____
13	Pavement Marking, Waterborne, 4-inch, White	160	LFT	\$ _____	\$ _____
14	Muck Excavation	112	CYD	\$ _____	\$ _____
15	Restoration, Topsoil, 4-inch	460	SYD	\$ _____	\$ _____
16	Seeding, Class "A" Mixture with Mulch Blanket	460	SYD	\$ _____	\$ _____
17	Utility Conflict Allowance		ALLOW	\$ 3000.00	\$ 3000.00
Total Zylman Avenue Division					\$ _____
GRAND TOTAL DIVISION 1 AND DIVISION 2					\$ _____

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

BIDDER FIRM: _____ BY: _____

DATE: _____ BY: _____
Signature

Print or Type
POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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 _____, 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 Garden Lane Water Main Replacement Project and Zylman Storm Sewer Extension Project 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 _____ 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. City of Portage Contract Conditions and Specifications
2. Notice to Bidders
3. Instructions to Bidders
4. Scope of Work
5. Specifications
6. Special Provisions
7. Plans
8. Contractor's Proposal (or bid)
9. Contract (this document)

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.

CONTRACTOR

Witness:

By: _____
Signature

Print name and Title

Print Name and Title

CITY OF PORTAGE

Witness:

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. 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: _____

C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
print or type name
owner/partner of the company named as Contractor in the contract and that I have the authority to bind
_____, to contractual
print or type name of business (insert d/b/a if one exists)
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.

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 _____ 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)