PORTAGE
A Natural Place to Move

Department of Finance and Purchasing

NOTICE

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

Lovers Lane Bikeway Mill & Fill

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.

PORTAGE
A Natural Place to Move

Department of Finance and Purchasing

Date of Issue: March 31, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on May 14, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Lovers Lane Bikeway Mill & Fill

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: Lovers Lane Bikeway Mill & Fill

FOR OPENING: May 14, 2015

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. In addition, contracts will be awarded pending City Council budget approval.

If you have any questions, please phone Judy Johnson, Purchasing Manager, at (269) 324-9284. If you have questions regarding the specifications, please call Ray Waurio, Deputy Director of Streets & Parks at (269) 329-4430.

1. INSTRUCTIONS TO BIDDERS

1.1. FORM -- Each Bid shall be made on a form prepared therefore by the Purchasing Agent and included as one (1) of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.2. DISCREPANCIES – In case of a difference between the stipulated amount of the bid written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

1.3. MODIFICATIONS -- Proposal shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

1.4. EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE -- Before submitting a proposal, bidders shall carefully examine the specifications, and other contract documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the proposal the sum to cover the cost of all items included on the proposal form.

1.5. DELIVERY OF PROPOSALS -- Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the bidder unopened.

1.6. WITHDRAWAL -- Any bidder may withdraw his proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of proposals.

1.7. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.8. INTERPRETATION OF DOCUMENTS -- If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the addendum will be mailed or delivered to each person on record

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

1.9. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the proposal.

1.10. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

1.11. 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 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.

1.13. 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 100% of the Contract Amount, a Maintenance and Guarantee Bond equal to 25% of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to 100% of the Contract Amount; said bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

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

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

1.15.1. Transmittal page must be plainly marked:
"Sealed Bid_____ for opening_____."
Bid Name Date

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

1.15.3. 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.

1.15.4. 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.

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

1.17. 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.

1. All premises and operations.

2. Explosion, collapse and underground damage.

3. Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.

4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.

5. Personal Injury Liability endorsement with no exclusions pertaining to employment.

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

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.

E. 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).

F. 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.

G. 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).

1.18. INDEMNIFICATION (*this section supersedes that of the City of Portage Contract Conditions and Specifications)*

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

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

organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

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

1.19. BASIS OF AWARD

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

2. GENERAL SPECIFICATIONS

2.1 Project Description

All work under this contract shall conform to the 2012 edition of the Michigan Department of Transportation (MDOT) Standard Specifications, City of Portage Contract Conditions and Specifications and Special Provisions included herein, unless otherwise directed by the Project Manager.

The work generally consists of the preparation, cold milling, paving, and restoration of the Lovers Lane Bikeway. Such work shall be performed in accordance with the information contained in this document.

2.2 Lovers Lane Bikeway Mill & Fill Specifications

2.2.1 *Material Specification, Hot Mixed Asphalt (HMA)*

This activity will consist of the milling 1.5 inches of existing asphalt and replacing with 165 #/SYD MDOT 36A on the Lovers Lane Bikeway from East Centre Avenue to East Romence Road Parkway. See Attachment A for location. Unit price shall be by U. S. ton and shall include all base preparation and clean-up associated with the placement of asphalt.

2.2.2 *Cold Mill HMA Surface*

The Contractor, prior to commencing the paving operations, shall roto-mill (cold-mill) selected areas of the bituminous surface. Cold-milling shall be as specified in the 2012 Michigan Department of Transportation (MDOT) standard specifications. The Project Manager will locate all areas to be cold-milled on the Lovers Lane Bikeway. Cold mill bituminous surface shall be at a depth of 1 ½ inches or as directed by the Project Manager. The width of the milling shall be done to bikeway width or as determined by the Project Manager. The unit price bid, in square yards, shall be for all equipment, labor, and material necessary to complete the milling as specified. The City reserves the rights to all milled materials from the mill & fill job sites which shall be delivered to the City of Portage Compost Site at 10905 Oakland Drive.

2.2.3 *Base Prep*

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

All non-hard surfaced areas within the paving area must be prepared prior to the placement of the bituminous paving. The contractor shall grade the area adjacent to the pavement at a proper grade for drainage purposes. Graded material shall be removed from the area prior to paving and the grading costs will be included in the price/ton of HMA.

2.2.4 *Drive Approaches*

All driveways shall be paved across in such a manner as to avoid ponding storm water. All gravel or other loose material driveways shall be prepared in the same manner as the areas adjacent to the existing pavement. Material excavated from a driveway will be used to backfill the driveway following paving. Existing HMA and concrete driveways will be addressed in such a manner as to not create a “speed bump.”

2.2.5 *Traffic Control*

On the portion of the project related to the major street, the contractor shall be responsible to develop a traffic maintenance control plan and submit it for approval to the City Traffic Engineer. Access to side streets and driveways will be maintained at all times.

On all portions of the project and impacted areas, Contractor shall place construction signing and barricading as depicted in the approved traffic maintenance control plan. Contractor shall notify the Project Manager

at least 12 hours prior to either commencing the construction or shifting the traffic.

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

2.2.6 *Laying Out of Work*

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

2.2.7 *Schedule*

The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of this project. All work on this contract can be started after July 1, 2015 and shall be completed by September 18, 2015. The Contractor shall schedule his/her work to accommodate the City's scheduled completion date. In the event that this schedule requires weekend or overtime work, no additional compensation will be allowed. All work shall be part of this contract without regard to when it takes place.

2.2.8 *Removal of Rubbish*

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

2.2.9 *Restoration*

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

2.3 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of 2 years from the final acceptance of the completed work and shall repair, replace

or make good any materials or work which shall fail to function or perform or be found defective, without cost to the City.

2.4 INTENT

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

2.5 QUANTITIES

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

2.6 INSPECTION OF WORK

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

2.7 MATERIALS INSPECTION AND RESPONSIBILITY

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

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

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

2015 Lovers Lane Bikeway Mill & Fill Quantities
Revised: 3-31-15

		L	W	HMA	Milling	Milling	Milling
Segment	**Lane**	**(FT)**	**(FT)**	**(Tons)**	**L (FT)**	**W (FT)**	**(SYD)**
Lovers Lane (E. Centre to E. Romence Rd. Pkwy.)	North/South	5,125	9	465	5125	9	5,125
Totals				**465**			**5,125**

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 compete 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.

Streets – Lovers Lane Bikeway Mill & Fill

ITEM	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	MDOT 36A Mod HMA w/165 # SYD	TON	465	$_____	$_____
2	Cold Mill HMA Surface (1.5 inches)	SYD	5,125	$_____	$_____
3	22A Stabilized Gravel	CYD	3	$_____	$_____
4	Top Dirt & Grass Seed	CYD	10	$_____	$_____
5	Traffic Control and Construction Signage	EA	1	$_____	$_____
	Lovers Lane Bikeway Mill & Fill Grand Total				$_____
	The final traffic control plan shall be submitted to the City for final approval. All asphalt material testing to be completed by the Contractor. All testing data shall be supplied to the City by the Contractor upon completion of the project.				

BIDDER FIRM:_____

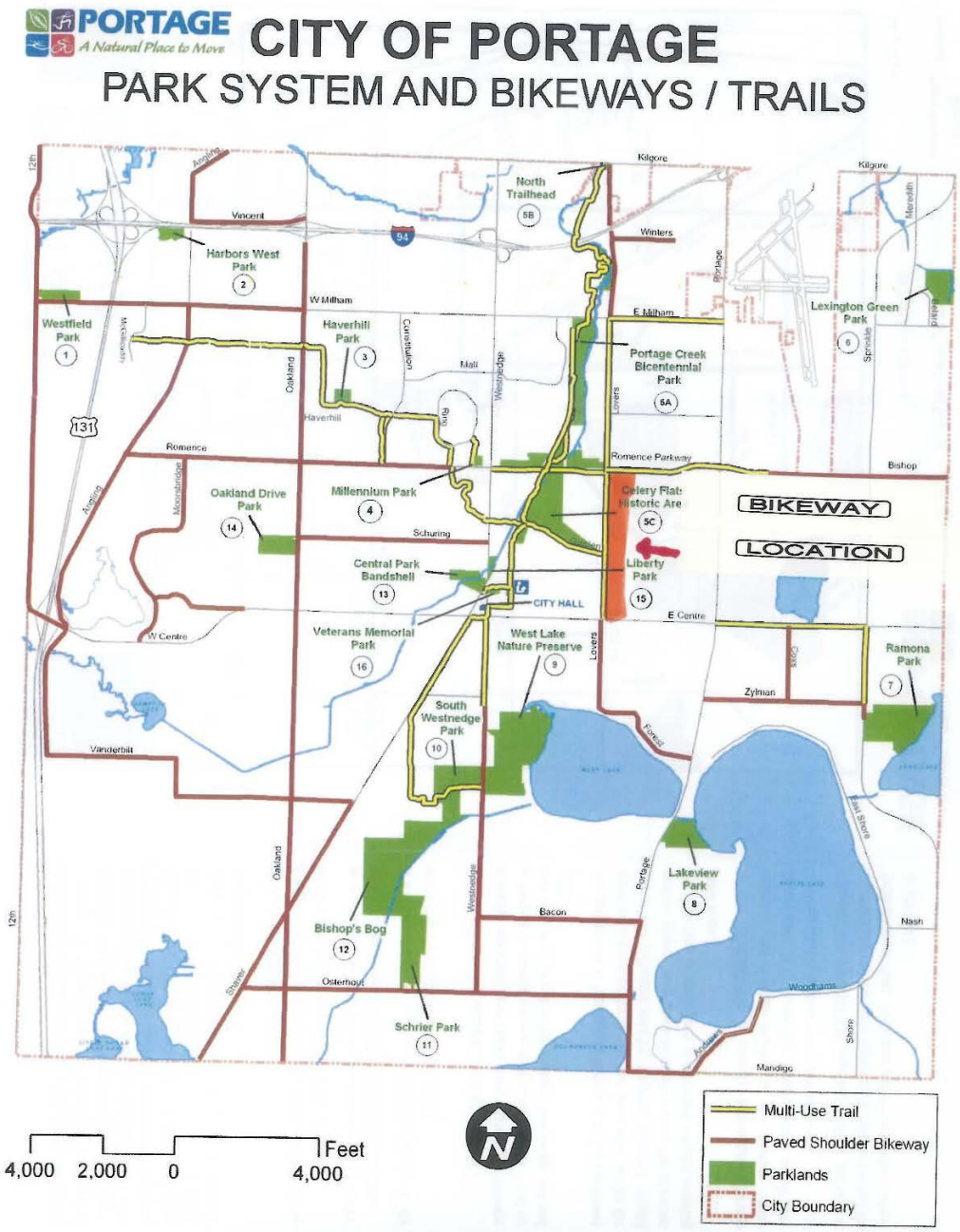
BY:_____ DATE:_____
Signature

BY:_____POSITION:_____
Print or Type

ADDRESS:_____

PHONE:_____FAX:_____ E-MAIL:_____

Attachment A
Location of the Lovers Lane Bikeway from E. Centre Avenue to E. Romence Road Parkway



DRAFT CONTRACT AGREEMENT

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

CITY OF PORTAGE CONTRACT

THIS CONTRACT made the ____ day of _____, 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 Lovers Lane Bikeway Mill & Fill Program 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. Contract (this document)
2. MDOT 2012 Standard Specifications for Construction
3. City of Portage Contract Conditions and Specifications
4. Notice to Bidders
5. Instructions to Bidders
6. General Specifications
7. Appendix A – (Title VI, Non-Discrimination)

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 R. Shaffer, City Manager

Approved as to Form:

_____
Randall L. Brown, Portage City Attorney

Appendix A

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Portage to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Portage shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b) Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Portage may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Portage to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

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

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

_____.
Print or type name of corporation

Dated:_____, 20_____

By:_____

Its:_____

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

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

_____
Print or type name of LLC

Dated:_____, 20_____

By:_____

Its:_____

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 _____ (**name of project**), which contract and specifications for said work shall be deemed a part hereof as fully if set out herein.

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

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

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

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

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

Signed, sealed, and delivered in the presence of:	:	PRINCIPAL:
_____		_____
_____		Its:_____
		SURETY:
_____		_____
_____		_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____Contractors, as

principal and _____, as surety, are held and firmly bound unto

the_____

in the sum of _____

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

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

_____did, on the _____ day of

_____, 20_____

enter into contract with the City for the _____.

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

WITNESS our hands and seal this _____ day of _____, 20___.

WITNESSES:

_____ _____(Seal)
Principal

_____ _____(Seal
Surety

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 judgment of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

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

Signed, sealed, and Delivered
in the Presence of:

_____ _____(Seal)
Principal

_____ _____(Seal)
Surety