NOTICE

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

PARK ASPHALT TRAIL IMPROVEMENTS

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 3, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, June 18, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

PARK ASPHALT TRAIL IMPROVEMENTS

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: PARK ASPHALT TRAIL IMPROVEMENTS

FOR OPENING: June 18, 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.

If you have any questions regarding purchasing procedures, please phone Purchasing Manager Judy Johnson at (269) 329-4534. If you have any questions regarding the specifications, please contact Deputy Director of Public Services at (269) 329-4430.

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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. 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.

1.3. 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.

1.4. 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.

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

1.6. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

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

1.13.1. Transmittal page must be plainly marked:

"Sealed Bid_____ for opening_____."
Bid Name Date

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

1.13.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.13.4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

1.14. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained form 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.

1.15. 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.

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).

1.16. Retainage Requirement

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

1.17. Basis of Award

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

1.18. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents

and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

1.19. Laws And Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to

Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

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

2. Park Trail Crack Repair Specifications
The crack repairs in the park system will consist of the following: 1) milling the transverse cracks to a depth of 2.0" and width of 1 foot, 2) cleaning & preparation of areas to be patched by removing millings & debris, 3) applying bond coat for proper adhesion of new asphalt to old asphalt, 4) filling the milled area with 36A HMA, 5) compacting the 36A HMA, 6) seal perimeter of patches with 3" wide overband crack sealing material. 7) crack sealing existing cracks, 8) seal coating repaired trail, 9) milling deteriorated sections of asphalt trails and filling with HMA 36A. The following park trails are to be repaired:

- Lakview Park – 9345 Portage Road: Mill & fill cracks, crack sealing, and seal coating
- Bog Walk from S. Westnedge Park south to start of floating deck – 9016 S. Westnedge: Mill & fill cracks, crack sealing, and seal coating
- West Lake Nature Preserve – 9001 S. Westnedge Avenue: Mill & fill cracks, crack sealing, seal coating, and mill & fill section of trail
- Schrier Park – 850 W. Osterhout Road: Mill & fill cracks, crack sealing, seal coating, and mill & fill section of trail.

Unit price shall be by the units listed in the table that follows or individual quantity and shall include all base preparation, traffic control, signage, and clean-up associated with the asphalt crack repairs and seal coating.

2.1. Traffic Control
The contractor shall be responsible to develop a traffic maintenance control plan for the trails and submit it for approval to the Project Manager. Access to trails shall be limited until the trail repairs have been completed. On all portions of the project and impacted areas, Contractor shall place trail construction signing and barricading to prevent access to the trail.

2.1.1. All traffic control and painting signage (traffic regulators, 42" grabber cones, signage, arrow boards, and barricades) will be included in the trail repair unit pricing.

2.2. 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 Deputy Director of Public Services for consideration before proceeding.

2.3. Schedule

The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. All work on this contract can start on July 1, 2015 and be completed by August 28, 2015. The Contractor shall schedule his/her work to accommodate the City's scheduled completion date. Hours of work are to be 7:00 a.m. to 7:00 p.m., Monday through Friday; in the event that this schedule requires night, weekend or overtime work, the contractor will not receive additional compensation. All work shall be part of this contract without regard to when it takes place.

2.4. Removal of Rubbish

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

2.5. Overband Crack Sealing

Joint sealant shall be composed of a mixture of polymer modified asphalt cement and polyester fibers by weight in the following proportions:

Polymer modified Asphalt Cement, remainder – A Type D certification for this material. The Poly Modified Asphalt Cement shall meet the following requirements:

Test	
R&B Softening Point, degrees C	80 (minimum) ASTM D-36
Elastic Recovery, 25 degrees C, 10cm pull	85% (minimum)
Ductility, 25 degrees C, 5 cm/min, cm	40 (min) ASTM D-113
Force Ductility, 25 degrees C, 30-40 cm	8.0lbs/in squared ASTM D-113*

*ASTM – D-113 modified with the addition of a load cell to the standard ductility apparatus and using straight sided molds. The load cell records in pounds per square centimeter. Readings are multiplied by 6.45 to yield pounds per square inch force required to extend the sample.

Polyester Fibers 5% +/- .5% – The basis of acceptance of this material is Type D Certification is defined in Section C of the MDOT Material Quality Assurance Manual. The polyester material shall meet the following requirements:

Lengths	6.4mm +/- 0.05mm
Crimps, (ASTM D-3937)	None
Tensile Strength	480 mpa (minimum)
Denier, (ASTM D-1577)*	3.5 to 6.0
Specific Gravity	1.32 to 1.4
Melting Temperature	245 C (minimum)
Ignition Temperature	540 C (minimum)

*This data must be obtained prior to cutting the fibers

Compressed Air System – Shall be used for crack preparation. The compressed air system shall be able to produce continuous, high volume, and high pressure; dry air. The air compressor shall be equipped with a moisture separator to remove any water and oil from the compressed air. The compressor shall be capable of producing a minimum of 180 PSI and a continuous 90 CFM airflow.

Applicator Kettle – Shall have a double wall - oil jacketed kettle equipped with a pressure pump, hose and application wand. The material applicator hose shall be equipped with a manual shut off control. A mechanical, full sweep, bi-directional agitator shall be operable within the kettle to insure continuous blending. The unit shall also be equipped with accurate thermometers to monitor the material and heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperature up to 400 degrees F.

Application Wand – The material is to be applied by a wand, followed by a V, U, or a disc shaped application head to limit the width of the band. The width of the applicators shall be 3" for normal coverage. The applied sealant thickness shall be 1/8" plus or minus 1/16".

Heat Lance – A heat lance may be necessary to assure that no residual moisture is present in the crack or on the road surface where the overband is to be applied. At no time shall the contractor attempt to seal pavement that is wet by drying the pavement with a heat lance.

2.6. Seal Coating Treatment

Description - This work shall consist of furnishing and applying a surface sealing treatment to the existing trail as shown in the attachments. The seal coating treatment shall contain a mixture of cationic polymer modified asphalt emulsion, fine aggregate, water, and other additives as needed.

Environmental Protection – The contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment.

Weather Limitations – Bituminous material shall not be placed on any wet surface or when the ambient temperatures or the temperature of the pavement on which it is to be placed is outside of what MDOT specifies for paving and sealing. The final decision to proceed will be made by the Project Manager.

Surface Preparation – The surface shall be thoroughly cleaned immediately prior to placing the seal coating.

Opening to Traffic – After the sealant application, the trail shall remain closed until the surface is tack-free and capable of being open to traffic without tracking.

Basis of Payment – The accepted quantity of seal coating treatment, in place, will be paid for at the contract unit (square foot) price. No separate payment will be made for any additional construction methods or processes.

2.7. 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.

2.8. 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.

2.9. Inspection of the Work OF WORK

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

2.10. 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.

Park Trail Repair - Mill & Fill Crack Locations & Quantities
Revised: 6-3-15

Park Location	Repair	Trail W (FT)	# Cracks	Milling (SYD)	36A HMA (Tons)
Lakeview:	Mill & Fill Cracks	10	160	178	20
Bog Walk south of S. Westnedge Park to floating deck:	Mill & Fill Cracks	7	31	24	3
West Lake Nature Preserve:	Mill & Fill Cracks	10	22	24	3
Schrier: Main Trail	Mill & Fill Cracks	9	24	24	3
Schrier: Building to Playscape	Mill & Fill Cracks	6	10	7	1
Totals			**247**	**257**	**30**

Park Trail Repairs – Overband Crack Sealing Locations & Quantities
Revised: 6-3-15

Park Location	Repair	Trail L (FT)	Trail W (FT)	SFT	Crack Sealant (LBS)
Lakeview:	Crack Sealing	6,478	10	64,780	1,943
Bog Walk south of S. Westnedge Park to floating deck:	Crack Sealing	818	7	5,726	172
West Lake Nature Preserve:	Crack Sealing	744	10	7,440	223
Schrier: Main Trail	Crack Sealing	739	9	6,651	200
Schrier: Building to Playscape	Crack Sealing	178	6	1,068	32
Totals				**85,665**	**2,570**

Park Trail Repairs – Seal Coating Locations & Quantities
Revised: 6-3-15

Park	Repair	Trail L (FT)	Trail W (FT)	SFT
Lakeview:	Seal Coating	6,478	10	64,780
Bog Walk south of S. Westnedge Park to floating deck:	Seal Coating	818	7	5,726
West Lake Nature Preserve:	Seal Coating	744	10	7,440
Schrier: Main Trail	Seal Coating	739	9	6,651
Schrier: Building to Playscape	Seal Coating	178	6	1,068
Totals				**85,665**

Park Trail Repair - Mill & Fill Sections Locations & Quantities
Revised: 6-3-15

Park 3.0	Repair	Trail L (FT)	Trail W (FT)	Milling (SYD)	36A HMA (Tons)
West Lake Nature Preserve: Jud Bushey Section	Mill & Fill HMA Trail Section	23	10	26	3
Schrier: North Loop	Mill & Fill HMA Trail Section	240	9	6 (1 Butt Joint)	26
Totals				**32**	**29**

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

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.

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.

Park Asphalt Trail Repair Quantities & Prices
Revised: 6-3-15

ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	Cold Mill HMA Surface (2.0 inches)	SYD	289	$	$
2	Replace w/ 220#/SYD 36A HMA	TONS	59	$	$
3	3" Overband Crack Sealing	LBS	2,570	$	$
4	Seal Coating	SFT	85,665	$	$
	Total Quote				**$**_____
	Traffic control and mobilization shall be included in the trail repair prices.				

BIDDER FIRM:_____

BY:_____
Signature

DATE:_____

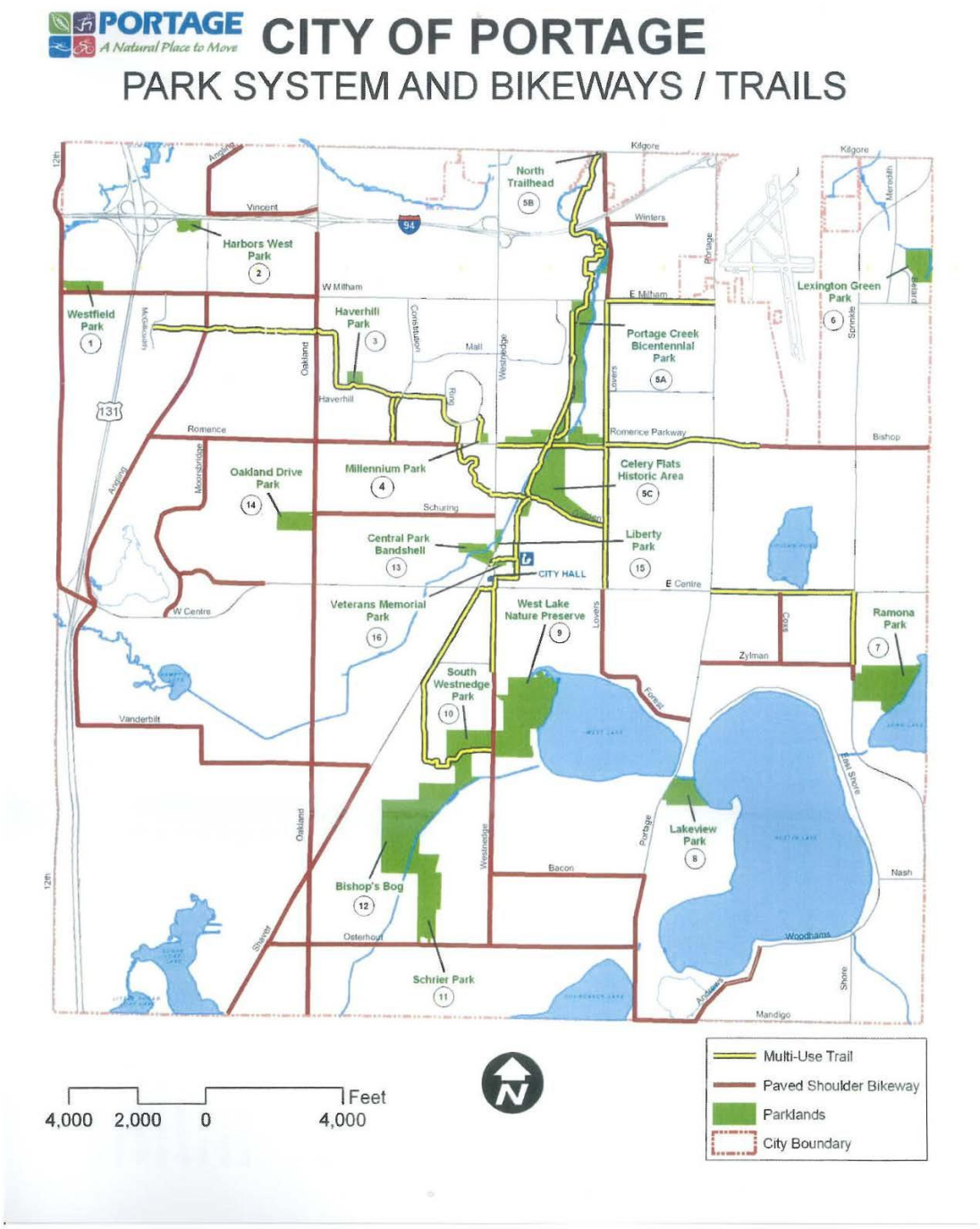
BY:_____
Print or Type

POSITION:_____

ADDRESS:_____

PHONE:_____FAX:_____

Attachment #1.
City of Portage Park Map



Attachment #2.
9345 Portage Road. Lakeview Park Trail Map

N ↑

Attachment #3.
9016 S. Westnedge Avenue. S. Westnedge Park. Bog Walk Map

N→

Attachment #4.
9001 S. Westnedge Avenue. West Lake Nature Preserve Trail Map

N←

Attachment #5.
850 W. Osterhout. Schrier Park Trail Map

N ↑

Attachment #6.
850 W. Osterhout. Schrier Park North Loop Trail Map

N

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 Park Asphalt Trail Improvements 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. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Contractor's Proposal (or bid)
4. Advertisement for Bids
5. Instructions to Bidders
6. Specifications
7. Plans

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL) CONTRACTOR

Attest:

_____ By:_____
Signature

_____ _____
Print name and Title Print Name and Title

(SEAL) CITY OF PORTAGE

Attest:

_____ By:_____
Laurence Shaffer, City Manager

Approved as to Form:

_____
Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

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

I,_____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. 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 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 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:

_____ _____(Seal)
Principal

_____ _____(Seal)
Surety