

BID ACKNOWLEDGEMENT

Thank you for your inquiry regarding the joint bid project listed below:

PAVEMENT LINE STRIPING & SPECIALITY PAVEMENT MARKING

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.



Department of Finance and Purchasing

Date of Issue: January 21, 2015

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, February 12, 2015 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Pavement Line Striping & Specialty Pavement Marking

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Pavement Line Striping & Specialty Pavement Marking

FOR OPENING: February 12, 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.

Bidders must be Michigan Department of Transportation (MDOT) Prequalified for N-3 Pavement Marking.

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

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1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

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

Each proposal shall be considered binding and in effect for a period of 90 days after the date of opening set forth in the advertisement.

1.3. Bid Opening

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

1.4. Interpretation of Documents

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

1.5. Bid Form

1.5.1. Each bid shall be made on the form provided 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.

1.5.2. Delivery of Bids: Bids shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.6. Bids Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

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

1.6.3. 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.

1.6.4. 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.**

1.7. Bid Guarantee -- Each bid 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 Bid Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.8. Basis of Award

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

2.1. City Contract Administrator

The Deputy Director of Street & Parks Maintenance, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee

schedules, and generally be responsible for overseeing the execution of the contract.

2.2. 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.

2.3. 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 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.
- D. Umbrella or Excess Liability Policy of at least \$2,000,000 per occurrence. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

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

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

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

Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s).

2.4. Non-Discrimination

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.

2.5. Indemnification

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

In any and all claims against the City or any consultants, agents, officers, directors or

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

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

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.7. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.8. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

3. **SPECIFICATIONS**

3.1. General

The Contractor shall provide all labor, materials, tools and equipment necessary to perform the work included in these specifications in a workmanlike manner for the City of Portage as delineated and specified herein. All labor, materials, tools and equipment necessary to perform work in all divisions as specified shall be included in the unit prices of this contract. It is the intent of these specifications to procure the most efficient pavement markings, per unit cost, with regard to service life, which includes day-time appearance, night visibility and durability. The composition of the paint shall conform to current MDOT specifications. Paint and white reflective tape shall be furnished by the Contractor at the commencement of the pavement marking.

3.2. **Pre-Qualification – MDOT**

Only contractors listed on the Michigan Department of Transportation (MDOT) Prequalified Contractors Directory for N-3 Pavement Marking may bid on this project. Bids received from contractors not listed the directory will not be read.

Contractors bidding on this project will be required to be prequalified as an MDOT contractor. In addition, any sub-contractors performing work on this paving project will also need to be MDOT prequalified. Information on how to become a MDOT prequalified contractor can be found at the following web site:
<http://www.michigan.gov/mdot>.

3.3. **Description of Work**

Work under this contract shall consist of furnishing and applying uniformly retroreflectorized pavement markings of the type specified herein and at the specific locations designated by the Project Manager. The symbols shall consist of 24-inch stop bars, 12-inch crosswalk lines, right arrow symbols, left arrow symbols, straight arrows, through right arrows, through left arrows, Stop Ahead symbols, “ONLY” legends, “SCHOOL” legends, railroad crossing symbols (which include 2, 24-inch bands), bike symbols, grinding 24 inch stop bars, removal symbols, and white/yellow line markings, and other such items. All materials and placement thereof shall be in accordance with MDOT specifications and shall meet MDOT specified reflectivity specifications. The contracting entity retains the option of measuring the retro-reflectivity readings of the pavement marking applied by the Contractor.

At most locations the work will entail the application of new material over faded or worn pavement markings. Some new pavement markings will also be a part of this contract.

3.4. **Project Schedule and Locations**

- **SCHEDULE:** All street line painting for South Westnedge Avenue shall be completed prior to Memorial Day of each year. The remaining street line paintings shall be completed by June 30th of each year. All major streets specialty markings shall be completed prior to June 30th of each year. Major roads will be line painted with water borne paint in the spring. Major street specialty marking work shall be performed in the spring at night between 9:00 p.m. and 7:00 a.m. and be completed prior to June 30th of each year, weather permitting. The contractor shall schedule the work to accommodate this completion date. In the event that night, early morning, weekend, or overtime work will be required to meet this completion date, no additional compensation will be allowed. All work done shall be incorporated in the unit prices of this contract without regard to when it is performed. On local streets with major street intersections, only 1/2 of the roadway can be closed for painting at any one time. The other half of the roadway cannot be painted until the first half is completely dry. The area to be painted shall be barricaded with reflective traffic cones. The cones shall not be removed until the paint is thoroughly dry. Cones shall be spaced at 5-foot intervals on both sides of the work area (minimum of six cones per location). The Contractor shall have an ample supply of cones for the

anticipated day's work.

Whenever possible, one lane of traffic shall be maintained in each direction on multi-lane roadways. One lane with flag control on two-lane roadways will be required. Costs for all flat control shall be included in the unit prices.

- **LOCATIONS:** The City of Portage is approximately 34 square miles in area and the City maintains approximately 219 centerline miles of public roadway. There are in excess of 800 intersections within the City, most of which have some form of traffic control and many of which have associated pavement markings in the form of 4-inch white, 4-inch yellow, 24-inch stop bars and/or 12-inch crosswalk lines. Arrow symbols and "ONLY" legends will generally be found at signalized intersections or intersections with exclusive turn lanes. Arrow symbols will also be found at intervals along continuous center left turn lanes. "SCHOOL" legends will be found primarily on major streets near schools. Railroad crossing symbols will be found on approaches to at grade railroad crossings. Bike symbols are located on major streets. The Project Manager will provide the successful contractor with maps indicating the locations where this work will be performed.
- **PAVEMENT CLEANING:** The City of Portage will, as a part of its routine spring maintenance, sweep all streets by means of a mechanical or vacuum sweeper. This will be done at least once prior to commencement of this contract. The contractor, however, shall be responsible for cleaning the pavement immediately prior to the application of pavement markings
- **CURB PAINTING:** Prior to painting the designated curbs with yellow or white paint, the curb area must be free of dirt, debris, and the previously painted curbs must be chipped of flaking paint. All material must be removed from the site prior to painting. The Project Manager will delineate which curbs will be painted each year.
- **WHITE DASH MARKINGS:** In the city are nine intersections that have white dash markings to separate left turning traffic. The intersections with these markings are the following: Westnedge & Kilgore, Westnedge & I-94, Westnedge & Milham, Westnedge & Gladys, Oakland & I-94 (north), Oakland & I-94 (south) Oakland & Milham, W. Centre & Angling, and W. Centre & US-131 (west). Material used for these nine intersections will be 6" white reflective tape that are 2' in length.

3.5. **Work Site Supervision**

The Contractor shall personally supervise the work or shall have a competent person at the work sites at all times to supervise the work.

3.6. **Guarantee**

The Contractor shall guarantee all materials and workmanship for a period of one year 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 which shall be found defective without cost to the contracting entity.

3.7. **Material Certification**

Certification of all materials is required, with the City reserving the right to require the contractor to sample and test any questionable materials at no cost to the entity. Bidders are requested to submit certification with this bid.

3.8. **Material Safety Data Sheets**

The Contractor shall provide the Entity with Material Safety Data Sheets for all materials and supplies used for this contract.

The Contractor shall provide the City of Portage with an Emergency Spill Plan.

3.9. **Contract Period And Extension(s)**

The contract resulting from this solicitation shall be in effect for a three year period commencing on or about July, 2015 for 12 calendar months, subject to availability of funds. The contract resulting from this solicitation may be extended for three, one-year periods with the approval of the Contractor and the City of Portage. The City of Portage shall be the final authority in determining whether renewal proposals shall be accepted or new bids shall be solicited.

3.10. **Materials, Inspection and Responsibility**

3.10.1. **Materials:**

All materials for the work included in this contract shall be white or yellow water borne paint with glass beads added for retroreflectivity. Paint, materials and glass beads shall meet or exceed MDOT standard and supplemental specifications for both material quality and application rates and must be from certified material. Paint shall be certified as complying with MDOT specifications. These certificates must be submitted to the contracting entity before payments will be released to the contractor.

If the paint is not a pure white or yellow (a highway yellow) due to paint tanks not being properly cleaned, or for any other reason, the contractor shall repaint any marking rejected by the entity's project manager at no cost to the entity.

Waterborne paint shall be capable of easy and satisfactory uniformity of application by the pressure-spray type or airless type of working machine. Paint shall be furnished by the pavement marking contractor ready for use without thinning or other modifications, and shall not settle badly, cake, curdle, liver, gel or show excessive increase in viscosity in the container after being broken up with a paddle to a smooth uniform consistency. Paint furnished shall be rejected if it contains water, skins, coarse particles, dirt or other foreign material, or becomes thickened or jelled in layers or lumps.

Each container shall be plainly marked, both on the head and side, with a durable, weather resistant marking, showing the name and address of the manufacturer, description of the material, batch number, date of manufacture, and volume and weight of contents.

Glass bead packages shall be sealed against moisture and plainly marked with name and manufacturer, shipping point, trademark or name, weight, batch number and month and year of manufacturer.

3.10.2. Inspection:

The City of Portage shall have the right to inspect any material to be used in carrying out the terms of this contract. Any such materials, equipment or components which do not comply with MDOT specification may be rejected by the entity and shall be replaced by the contractor at no cost to the entity.

3.10.3. Responsibility:

The contracting entity does not assume any responsibility for the contracted quality and standards of all materials, equipment, components, or completed work furnished under this contract. Any materials, equipment or components rejected shall be removed within 3 days from the premises at the entire expense of the contractor after written notice has been mailed by the entity to the contractor that such materials, equipment and components have been rejected. The Contractor shall be responsible for the quality and standards of workmanship completed under the contract by its employees.

3.10.4. Storage Site:

The Contractor will not store materials on site at the City of Portage – the Contractor must make other arrangements for the storage of paint materials for these two entities.

3.11. **Construction Methods**

The method of application and application rates of pavement marking materials for work under this contract shall be in conformance with MDOT standard and supplemental specifications. Prior to application, the pavement shall be dry and free of all foreign materials. The contractor shall be responsible for cleaning the pavement immediately prior to the application of pavement markings.

Pavement marking paint shall be applied uniformly at the rates indicated in MDOT specifications. Glass beads for retroreflectorization shall also be applied uniformly at the rates indicated in MDOT specifications.

Pavement marking material shall be applied when the surface temperature of the pavement is 50°F and air temperature is 50°F or higher and the pavement is dry. The Contractor shall be responsible for making the decision to apply waterborne paint on any specific day when there is a high probability of rain in the forecast. If applied lines are washed away, the Contractor shall be responsible for reapplying the lines at no additional expense to the entity.

All lines painted shall not be less than 4 inches in width (see bid proposal). Waterborne paint shall have a thickness of 15 mils wet film, spray thermoplastic shall have a thickness of 40 mils. Skip line pattern will be 12.5 foot line – 37.5 foot skip, or to match existing pattern. See application table below.

Pavement Marking Material Application Rates per Mile – Water Borne Paint 8 lbs.
of Glass Beads/Gallon of Marking Material

<u>Line Type</u>	<u>Waterborne Paint (Gal.) Rate</u>	<u>Spray Thermoplastic Binder (Lb.) Rate</u>	<u>Waterborne Glass Beads (Lb.) Rate</u>	<u>Spray Thermoplastic Glass Beads (Lb.) Rate</u>
<i>Solid</i>				
4"	16	720	128	250
8"	32	1440	256	500
<i>Broken</i>				
4"	4	180	32	125
8"	8	360	64	250
<i>4" Double</i>				
2 solid	32	1440	256	1000
1 solid, 1 broken	20	900	160	625
<i>Dotted</i>				
4"	3.2	144	25.6	100
8"	6.4	288	51.2	200

3.12. **Time and Progress**

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder. The Contractor agrees to do the work covered by the contract in conformance with the provisions set forth herein and to execute all work with all due diligence so as to complete all work as set forth herein.

3.13. **Pavement Marking Equipment**

The pavement marking equipment, including guns and controls, dispensers, steering apparatus, line length adjustments, trucks and all other related equipment must be in first class operating condition for precise control to ensure that lines are placed accurately and with minimum weave. Retraced lines shall fall closely upon previously placed line on both solid and skip.

Before start of striping, the Contractor must present the certified maximum striping vehicle speed for inspection by the project manager or the entity representative. The striping vehicle certification should be located on the inside of the driver's door. This certification must be current. Operate marking equipment at no greater than the certified speed. The Project Manager will assume a striper, operating above the certified working speed, has operated at that speed for the entire day.

The Contractor shall, at all times, so conduct its work as to ensure the least possible obstructions to traffic. Operators of pavement marking trucks or other vehicles shall comply with all State of Michigan and/or local traffic laws.

All vehicles used in the marking operation shall be equipped with rotating or oscillating flashers which are visible from both the front and rear of the vehicle. At least one arrow board shall be used on at least one of the Contractor's marking vehicles.

3.14. **Traffic Control**

The Contractor shall be responsible for the proper protection of the work, tools, equipment, materials, workmen, etc., at all times until final acceptance of the work under this contract. The contractor shall be responsible for providing the necessary barricades, cones, signs, lights, flagmen and other traffic control devices as required to protect and maintain traffic and to protect workers and pavement markings while work is in progress. Traffic control shall be in accordance with current MDOT standard specifications and the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

All traffic control devices necessary for proper traffic control as specified shall be incidental to the contract and no extra payment, therefore, will be made.

Maximum cone spacing shall be 50 feet along the line. One cone per skip shall be used. Cones shall be maintained by the Contractor until the paint has dried sufficiently to be driven across without degradation. Cones must meet MDOT specification for nighttime use.

3.15. **Construction Schedule and Coordination**

Prior to beginning work on this contract, the contractor shall meet with the Project Manager to establish an acceptable progress schedule. The contractor shall bring to this meeting a schedule which, at a minimum, will detail the start and completion dates and the anticipated quantities of pavement markings which will be applied during a typical work day.

3.16. **Daily Reports**

The contractor, on a daily basis, shall submit to the project manager information on the work performed. The contractor shall submit the location, miles and direction painted for each type of line painted. This information shall be e-mailed or faxed to the Project Manager by 9:00 a.m. utilizing a pre-determined spread sheet as agreed with the entity's representative (method of transmission to be determined by the Project Manager). The Contractor will also report what locations are anticipated for completion the next day.

3.17. **Removal of Rubbish**

The Contractor shall remove all rubbish and accumulated materials due to construction. All streets shall be kept clean and free of debris at all times.

3.18. **Inspection of Work**

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

3.19. **Removal Of Pavement Markings**

Remove existing pavement markings per MDOT Specification 811.03C

3.20. **Quantities**

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

BID PROPOSAL

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 City of Portage reserves the right to accept or reject any or all bids in the best interest of the respective entity. 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 bid 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 bid 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 City, he will within 10 consecutive calendar days after receiving notice of the acceptance of such proposal (or portions thereof), enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

I certify that my company is listed on the Michigan Department of Transportation (MDOT) Prequalified Contractors Directory for N-3 Pavement Marking.

Yes, my company is MDOT Certified

No, my company is NOT MDOT Certified.

Extended Purchasing:

During the term of the agreement resulting from this Request for Bids, City of Portage would like to afford the same prices, terms and conditions to other local governments and public schools located in Kalamazoo County even though their requirements are not included in the quantities listed on the Bid. Please indicate your willingness to extend your prices to other local governmental entities and public schools by checking the corresponding box below.

I agree to extend my prices

I do not agree to extend my prices

Your response, either to extend or not to extend your prices, will not have an effect on the evaluation of your bid.

COST SUMMARY

Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
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DIVISION I -- Water Borne & Tape Line Painting/Striping And Removal of Pavement Markings

White Skip - 4"	Mile	44	\$	\$
White Solid - 4"	Mile	99	\$	\$
White Dash - 4"	Mile	.5	\$	\$
White Dash Reflective Tape – 6" (9 Intersections Left Turn Guidance)	Mile	.5		
Yellow Double - 4"	Mile	30	\$	\$
Yellow Solid & Yellow Skip - 4"	Mile	39	\$	\$
Yellow Skip - 4"	Mile	16	\$	\$
Yellow Solid - 4"	Mile	.5	\$	\$
Line Removal	Mile	1	\$	\$

TOTAL DIVISION I

\$ _____

DIVISION II - Water Borne Specialty Markings

24" Stop Bar, White	Foot	9,735	\$	\$
12" Cross Walk, White	Foot	33,738	\$	\$
8' "Only" Legend, White	Each	448	\$	\$
Straight Arrow Symbol, White	Each	92	\$	\$
Right Arrow Symbol, White	Each	135	\$	\$
Left Arrow Symbol, White	Each	320	\$	\$
Straight Left Arrow Symbol, White	Each	17	\$	\$
Straight Right Arrow Symbol, White	Each	135	\$	\$
Bike Symbol with Arrow, White	Each	65	\$	\$
Railroad Crossing Symbol including 24"	Each	33	\$	\$

Bands, White				
"SCHOOL" Legend, White	Each	13	\$	\$
6" Crosshatch, Yellow	Foot	300	\$	\$
6" Crosshatch, White	Foot	500	\$	\$
Curb Painting, Yellow or White	Foot	2000	\$	\$
Specialty Marking Removal	S.F.	880	\$	\$

TOTAL DIVISION II

Division I Total \$ _____

Division II Total \$ _____

Grand Total Divisions I and II \$ _____

Additional Prices

Spray Thermoplastic – Line Striping

<i>Description</i>	<i>Unit</i>	<i>Price/Unit</i>
White Skip – 4”	Mile	\$
White Solid– 4”	Mile	\$
White Dash – 4”	Mile	\$
Yellow Double – 4”	Mile	\$
Yellow Skip/Solid - 4”	Mile	\$
Yellow Skip – 4”	Mile	\$
Yellow Solid – 4”	Mile	\$

Water Born Line Painting/Striping and Removal of Pavement Markings

<i>Description</i>	<i>Unit</i>	<i>Price/Unit</i>
Line Removal - 4”	Mile	\$

Certification of Materials is attached to this proposal? ___Yes ___No

MDOT Prequalification Number _____

BIDDER FIRM: _____

BY: _____

Signature

DATE: _____

BY: _____

Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____

2. Established: Year _____ Number of Employees: _____

3. Type of organization:
 - a. Individual: _____
 - b. Partnership: _____
 - c. Corporation: _____
 - d. Other: _____

4. Former firm name(s) if any, and year(s) in business:

5. Include at least 3 references of contracts for similar work performed over the last 5 years. Include: owner, contact person and phone number and description of work performed.
 - 5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

 - 5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

 - 5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of work or contract: _____

I hereby state that all of the information I have provided is true, accurate and complete.

TERMS: _____
(Minimum of 30 days, please
identify any discounts given)

FIRM NAME: _____

BY: _____
Signature

DATE: _____

BY: _____
Name and Title (print or type)

ADDRESS: _____
Street City State Zip Code

PHONE: _____

FAX: _____

CITY OF PORTAGE
DRAFT CONTRACT AGREEMENT

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

CITY OF PORTAGE
DRAFT CONTRACT

THIS CONTRACT made the ____ day of _____, 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 pavement line striping and specialty pavement markings, all in strict accordance with the 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 for material and labor as set forth in the conformed copy of the Contractor's proposal, with corrected price extensions, as filed with the City on the ____ day of _____, 2015 for pavement marking as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance 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 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 - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

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

1. City of Portage Contract Conditions and Specifications
2. Notice to Bidders
3. Instructions to Bidders
4. Terms and Conditions
5. Specifications
6. Contractor's Proposal (or bid)
7. Contract (this document)

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

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

CONTRACTOR

Witness:

By: _____
Signature

Print Name and Title

Print Name and Title

Witness:

CITY OF PORTAGE

By: _____
Laurence Shaffer, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

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

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a
corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation,
then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.]
I certify that the contract between the City of Portage and _____,
print or type name of corporation
Inc., was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its
governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

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

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

I, _____, certify that I am a member of the
print or type name
limited liability company named as Contractor in the contract and that such LLC is in good
standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then
a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I
certify that the contract between the City of Portage and _____
print or type name of LLC
LLC was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual
agreements and that such contract is within the scope of its powers.

Print or type name of LLC

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

