

NOTICE

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

Traffic Signal Maintenance

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 Released: June 25, 2015

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for providing professional traffic signal maintenance services for a 36 month period beginning on or about September 1, 2015. The information submitted, including experience, qualifications, fee schedule, and information requested as a part of this Request for Proposal will be reviewed for the purpose of selecting Firms to make presentations. The City is desirous of receiving proposals for an amount not to exceed a specified dollar figure for the duration of the project. In the event you are unable to submit such a proposal, you are invited to submit a proposal based on the fee/compensation structure that it deems most appropriate. In any case, the proposal submitted should cover any and all expenses related to the maintenance services. **PRIMARY CONSIDERATION WILL BE GIVEN TO PROPOSALS SUBMITTED IN THE FIRM SPECIFIC DOLLAR FORMAT REQUESTED.**

Favorable pricing will be one element of the selection process, the experience of the firm, qualifications, experience and ability of assigned staff, resources, completeness of the level of service proposed and timeliness of service proposed by the Firm will be significant factors in award of this professional service contract. Final decision on selection of the Firm for this project will be determined by the Portage City Council. The City of Portage reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

Questions regarding the scope of work to be accomplished may be directed to Muhammad Arif, Traffic Engineer at (269) 324-9221. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to Purchasing Division at (269) 324-9284. Proposals may be mailed or delivered to the City of Portage Purchasing Department, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: Traffic Signal Maintenance

FOR OPENING: 3:00 p.m., July 23, 2015

A complete Request for Proposal may be viewed or downloaded at www.portagemi.gov/government, or mailed by contacting the Purchasing Department.

PROPOSAL INDEX
TRAFFIC SIGNAL MAINTENANCE

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Existing School/Pedestrian Flashers
Existing Signalized Intersections
Existing Traffic Count Station Locations
Existing Speed Feedback Sign Locations
City of Portage Traffic Signal Incident Report
Draft Contract

1 **CITY OF PORTAGE INSTRUCTIONS FOR PROPOSAL SUBMISSION**

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm 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 proposal form.

1.2 City of Portage Contract Conditions and Specifications

Any Firm that submits a proposal should be prepared to provide services in accordance with the City of Portage Contract Conditions and Specifications. The Contract Conditions and Specifications can be obtained from the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

1.3 Withdrawal of Proposals

1.3.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.3.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

1.4 Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth on cover page.

1.5 Proposal Form

1.5.1 Whenever forms are provided, each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.5.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal meeting specifications can still be considered.

1.5.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.6 Proposals Submitted via Facsimile Equipment

Proposals may be submitted via facsimile equipment in the following manner.

1.6.1 Transmittal page must be plainly marked:

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

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

1.6.3 Proposals submitted via facsimile equipment must meet all requirements of Section 1.12 to be considered responsive.

1.6.4 The Firm assumes all responsibility for errors due to illegibility, omission, or any other action(s) or inaction(s) whatsoever, pertaining to the receipt by the City of a proposal submitted via facsimile equipment.

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

1.7 Non-Discrimination

Upon submission of a proposal, the Firm agrees that it will 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, providers 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 or purchase agreement and may be processed as provided under the State of Michigan laws.

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.

1.8 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm 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 and (ii) is caused in whole or in part by any act or omission of the Firm, 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 Firm, 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 Firm 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 Firm under the terms of the contract. The Firm 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 Firm's proper protection in the prosecution of the work.

1.9 Insurance

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. Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$1,000,000/occurrence.
- E. 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.
- F. 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).
- G. 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.
- H. 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).

1.10 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued by the purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

1.11 Project Information Sheet

Responsive proposals must include a fully executed interested party information sheet located in the document proposal, Section 4.0. This document is self-explanatory.

1.12 Responsive Proposals

- 1.12.1 At a minimum, responsive proposals shall include the following:
- 1.12.2 A project information sheet in format provided in the Request for Proposal package (2 copies)
- 1.12.3 A project concept statement (2 copies)
- 1.12.4 A proposal cost summary page in format provided in the Request for Proposal package (2 copies).

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in award of this professional service contract. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the firms's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

1.13 Award Criteria

- 1.13.1 Favorable pricing will be one element of the selection process, but all of the following factors will be used in evaluating proposals received:
- 1.13.2 Responsiveness to Request for Proposal specifications.
- 1.13.3 Contract Cost.
- 1.13.4 Qualifications of Firm
- 1.13.5 Qualifications and experience of the staff to be assigned to the project.
- 1.13.6 References.
- 1.13.7 Demonstrated capability to perform the type of work requested.
- 1.13.8 Scope of services to be provided.
- 1.13.9 Timeliness of services to be provided.

Evaluation of the above criteria shall be the responsibility of City administration and the Portage City Council. Regretfully, the number and quality of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal presentation.

2 SCOPE OF THE PROJECT

2.1 MMUTCD Compliance

The maintenance of traffic signals shall conform to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), current Edition.

The successful firm shall have a thorough knowledge of the Michigan Department of Transportation's requirements for traffic signal installation and maintenance as specified in Part IV – Signals, Michigan

Manual of Uniform Traffic Control Devices. The firm shall keep fully informed of any changes in said manual which affects traffic signal installation and maintenance.

2.2 Duration Of Contract Work Included

The bid prices are to remain firm from August 1, 2015 through June 30, 2018.

The work included in this contract shall consist of the complete maintenance and upkeep of the traffic signal system of the City of Portage on a 24 hour a day, 365 days a year basis. The contractor shall supply all personnel, training, tools, equipment and any other needs necessary to maintain the system in a first class operating condition at all times. The Contractor shall promptly respond to all emergency calls regardless of the hour. The installation of new traffic signals, illuminated signs and flashers are not included within the contract. The Contractor should reasonably maintain a sufficient inventory of signals, controllers, detectors and all incidental brackets, fittings, cables, illuminated signs, video cameras, LED signal heads, etc. necessary for the completion of intersection repairs as may be required. Controllers and other major components furnished must be consistent (i.e., the same make and manufacturer) with signal equipment already in use and in operation on the system under City of Portage jurisdiction.

The firm shall be aware of the conditions under which the required work is to be performed, the areas of work, obstacles which may be encountered, and all other relevant matters concerning the work required.

2.3 Site Investigation

Contractors are notified to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications, and failure on the part of the Contractor to investigate or inspect, will not be grounds for additional compensation under the Contract. Advance inquiry may be made to the Traffic Engineer or his representative.

2.4 Time Is of The Essence For Emergency Repair Work

It is understood and agreed that time is of the essence in respect to emergency repair work contemplated hereunder and the Contractor agrees to do all work covered by the Contract in conformity with the provisions set forth herein and to perform all work with all due diligence so as to complete any work required under this contract within the shortest, reasonable period of time. Particular emphasis shall be placed on work resulting from a traffic accident. The contractor shall respond and be available on site within one (1) hour of notification of emergency repair work

Such work must be completed as soon as possible, but in any event, within 24 hours of official notification by the city. An invoice for this work shall be delivered to the Transportation and Utilities Department within five (5) regular working days for all emergency repair work. No payments for such work will be made until an invoice is duly received and authorized for payment by the Traffic Engineer. Such invoices shall include a complete Incident Report Form.

2.5 Authorization For Work Done

Regular maintenance work as outlined herein will be authorized by award of this contract to the successful firm. That firm will also perform emergency work as authorized by authorized employees of the Department of Transportation and Utilities, Department of Streets and Equipment, the Fire Department, and the Police Department. No other work may be performed except by authorization through an approved purchase order detailing the additional work to be done. Authorization and a purchase order shall be obtained before that work is performed. Emergency work as outlined herein does not require an approved purchase order prior to execution of the work.

2.6 Traffic Control

The Contractor, in the course of doing normal signal maintenance or emergency repair work, shall place and maintain standard signs and barricades whenever necessary to protect the public against accidents and shall place and maintain during the time of darkness, sufficient non-extinguishable lights as will effectively warn and safeguard the public against accidents. Traffic maintenance and control devices shall conform to the current Michigan Manual on Uniform Traffic Control Devices. All such devices shall be furnished by the Contractor.

All protection and control devices within the areas of maintenance/construction shall be considered as incidental to the protection of the public and no extra payment, therefore, will be made. For purposes of this contract the areas of maintenance/construction shall be considered any area in which work is in such a stage that safe travel of the public is affected.

The occurrence of any accident involving public use of the streets or sidewalks while the Contractor has work under progress where the person involved was walking or was operating a vehicle in a prudent manner shall be considered evidence of insufficient protection as herein prescribed.

The Contractor, as far as practical, shall keep the streets and grounds free of equipment, new material, rubbish, evacuated material and debris during the progress of any work required.

Temporary crossings shall be provided and maintained by the Contractor for vehicular and pedestrian traffic during the construction of an improvement, including temporary roadways for the use of police, fire, schools, hospitals and driveways in use and alley returns. Such crossings and temporary roadways shall be provided at locations to such widths and lengths as directed by the City.

2.7 Qualified Personnel

The Contractor shall have skilled maintenance personnel available to respond without undue delay for all emergency calls, including lamp failures. Maintenance will be required for approximately 51 traffic signals, 30 school/pedestrian flashing beacon locations and will include all controllers, 3 speed feedback signs, internally illuminated case signs, pedestrian signals, traffic control signals of all types, traffic signal poles, messenger or support cables, mast arms, underground loop detectors for signal actuation, overhead video detection, battery back-up power systems, fiber optic cable, pedestrian push buttons, permanent traffic count stations (4-Peek traffic stations and 21-3M Canoga NIM), overhead lane designation signs, overhead street name signs, wiring and all other pertinent and related equipment existing at the time the contract is executed. When the Contractor is given notice, personnel shall be available to make changes in timing, splits, off-sets, or flasher operation timing on individual controllers or a series of controllers or program/retrieve data from speed feedback signs.

The Contractor shall provide skilled maintenance for all components and existing traffic signal systems and further provide his personnel with adequate training to keep them well informed of new innovations, techniques, and equipment in the field of traffic signal control.

The Contractor shall personally supervise the work or shall have a competent person at the sites at all times to act for him. Personal shall have as a minimum an IMSA Traffic Signal Maintenance Certification.

2.8 Routine Maintenance Performance

In performing routine maintenance, the Contractor shall place particular emphasis on the following:

- 2.8.1 All signal lenses and reflectors shall be cleaned, and all incandescent signal lamps shall be replaced at least twice a year and more often if needed.

- 2.8.2 All cable clamps, brackets and other equipment used to hold signals, controllers, messenger cables, mast arms or signs in place shall be inspected annually and necessary replacements or adjustments made.
- 2.8.3 The height of signals shall be measured at least once a year and necessary adjustments made to insure that all signals are at least sixteen feet in height above the roadway. A written record shall be made indicating height, date checked, and any adjustment made.
- 2.8.4 Replace damaged or worn visors on internally illuminated case signs and pedestrian signals.
- 2.8.5 Realignment of twisted vehicular signal heads, pedestrian signal heads, case signs, flashing beacons, speed feedback signs and overhead signs. Realignment may be done as required by severe weather or requested by the Traffic Engineer.
- 2.8.6 Inspection of permanent traffic count stations, cleaning of contacts, continuity checks and resealing pavement cuts for traffic counting and vehicle detection loops. As per traffic engineers request traffic count data needs to be collected from specific count stations twice in a contract year.
- 2.8.7 Resetting conflict monitors, replacing load switches, mini-trol units and other solid state components as needed.
- 2.8.8 Replacing elbow covers for conduit, steel pole hand-hole cover plates and hand-hole rings and covers as needed.
- 2.8.9 Tightening and aligning steel pole caps, pedestal caps, weather heads and risers as needed.
- 2.8.10 Routine tests for conflict monitors in service.
- 2.8.11 Routine maintenance of speed feedback signs including solar panel clean up.
- 2.8.12 Routine maintenance/testing of fiber optic cables, switches, video encoders, media converters traffic operation software (TACTICS Central), video monitoring software (AXIS Client), video, data and back-up servers and traffic operation center equipment is included in this contract.

All the tasks except 2.8.6 shall be completed by April 30 and a written record shall be submitted to the Traffic Engineer or his designated representative by May 15. For task 2.8.6 inspection shall be completed by September 30 and a written record shall be submitted to the Traffic Engineer or his designated representative by October 15.

Certain equipment at signalized intersections are under warranty. Please contact Traffic Engineer or his designated representative to find out the details.

The Contractor shall maintain the appearance of every traffic signal installation in a manner consistent with the Michigan Manual of Uniform Traffic Control Devices.

The Contractor shall service equipment and lamps in accordance with agreed upon maintenance schedules or as frequently as situation demands to prevent undue failures.

Every controller shall be kept in effective operation in strict accordance with its predetermined timing schedule.

A thorough check-up of operations of a signal controller shall be made frequently to insure that it is operating in accordance with scheduled signal timing plan. Timing changes, splits, off-sets, etc. shall be

made only by the authorized employees of the Contractor in accordance with directions from authorized personnel of the City, preferably in writing.

In order to ensure a consistent line voltage level, voltage checks on each signalized intersection shall be made at least every six (6) months. A record of each voltage check shall be made indicating date, time and voltage reading.

2.9 Testing

All tests that may be deemed necessary will be requested by the Traffic Engineer or his designated representative.

2.10 Adequate Equipment And Material

The Contractor shall have all necessary equipment and tools to safely install and maintain traffic signals, traffic signal poles, inner-connect cable and all other signal equipment such as case signs, pedestrian signals, video cameras, overhead lane designation signs, signal visors and any other related equipment.

The City of Portage 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 availability of any materials, equipment or components required under the contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract.

Materials, equipment, components or completed work not complying with the contract condition may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

2.11 Record Keeping

Documentation by the contractor is required for the work completed under this contract. Detailed maintenance records on each individual signalized intersection shall be kept of all phases of cleaning, maintaining, repairing, etc. An "Incident Report" form (See Appendix "B") or equivalent shall be completed and submitted by the contractor for any routine or major signal maintenance activity. The record shall include date, time and the work performed. It shall include a listing of all equipment parts replaced (serial no.), including lam, etc. Such records along with invoices (if any) shall be filed monthly with the Traffic Engineer or his representative.

2.12 Method Of Payment

The method of payment for routine maintenance of traffic signals shall be monthly by means of an invoice approved by the Traffic Engineer.

Emergency repair work shall be invoiced as detailed elsewhere in these specifications and paid as extra work authorized on the monthly invoices.

Copies of time sheets containing name of employees, date and hours worked on major maintenance work shall be submitted with the invoice. Components purchased by the bidder for emergency repair only are reimbursable upon receipt of a copy of a supplier's invoice. These components will be paid for at cost plus 5% surcharge for administrative costs to the Contractor. Contractor shall also submit equipment warranties furnished by the manufacturer.

2.13 Signal Locations

The City of Portage maintains traffic signals, other lighted traffic control devices and traffic count stations as outlined in Appendix "A".

2.14 Additional Signals

The City of Portage has the right to add new signals, pedestrian/school flashers, speed feedback signs and traffic count stations to the maintenance contract. The City will notify the Contractor in writing when each new equipment is installed in order that the location can be added to the maintenance contract. Each new location will be added at the unit price bid in Section "C" of the Proposal. The monthly increase together with the base bid will be paid to the Contractor monthly for new device for the balance of the contract term.

2.15 Contract Renewal

If mutually agreed to by the City of Portage and the Contractor, this contract may be renewed for an additional 36 month period. The Contractor must request in writing to the City a desire to renew the contract at last two (2) months in advance of expiration date. If the Contractor desires an increase in monthly maintenance cost that should be so stated in the request to renew. The renewal period would be from July 1, 2018 to June 30, 2021.

3 PROFESSIONAL SERVICE REQUIREMENTS

3.1 Coordination of Work Required

Unless specifically identified as work to be provided by the City staff, the Contractor shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional services shall include all functions normally considered a part of completing this work in a satisfactory manner.

3.2 Default

The City may, by written notice to the Contractor, terminate the right to proceed as to the whole or any part of the contract (1) if the Contractor fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Contractor fails to perform any other provisions of the contract. The Contractor shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Contractor or subcontractors.

3.3 Extra Work

During the period of this contract there may be occasions when extra services are required which are not a part of this contract. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City Contract Administrator. The City will not be responsible for additional invoices for work or materials that did not have written pre-approval.

3.4 Allowance

The annual contract shall include a \$10,000 allowance for maintenance and/or repair or installation of a specialty traffic control device. This allowance shall only be used if authorized by the contract administrator.

3.5 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any City of Portage fringe benefit programs.

3.6 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

3.7 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and municipal ordinances and regulations in 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 Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees.

3.8 City Contract Administrator

The Traffic Engineer, or his designated representative, 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.

3.9 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Supervisor who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have fully authority to act on behalf of the Firm and all communications given to the Project Supervisor shall be as binding as if given to the Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.10 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm identified under Section 4.2 and any subcontractors identified under Section 4.9. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

3.11 Copyright

The Firm shall irrevocably transfer, assign, set over, and convey to the City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Firm further agrees to execute such documents as the City of Portage may request to affect such transfer or assignment. Further, the Firm agrees that the rights granted to the City of Portage by this paragraph are irrevocable. The Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

4 CITY OF PORTAGE PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Please indicate the response that best describes your business:

____ Sole Proprietor ____ Partnership ____ Corporation

____ Other (please explain) _____

4.2 Firm Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

4.3 Is your Firm involved in any proceedings that may affect the ability of the Firm to continue under he current Firm name for the duration of the project?

____ Yes ____ No

If yes, please explain (use additional Page)

4.4 Is you Firm up for sale? ____ Yes ____ No

If yes, please explain (use additional page).

4.5 Primary staff to be assigned to the project:

Owner/Partner: _____

Project Supervisor: _____

Principal Professional(s): _____

Other Significant Technicians and Employees to be Assigned:

Please provide resume for Project Supervisor and principal professionals to be assigned at time of proposal submission for personnel listed above.

4.6 Experience: Please indicate below the experience of the individuals listed in Item 4.5 from your Firm pertaining to the specific type of work listed. Please restrict projects listed to those projects performed by the individuals identified for the Portage project. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your Firm. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

4.6.1 Please list professional service projects similar to work requested for this project where staff identified in Section 4.5 have provided professional services.

<u>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost</u>	<u>Self Evaluation</u>
----------------------------------	---------------------------------------	--------------	------------------------------	----------------------------

A

B.

C.

(If more than three projects have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

4.6.2 Please list other related projects that staff identified in Section 4.5 have provided professional services for.

<u>Name of Unit/ Company</u>	<u>Project Contact Person</u>	<u>Phone</u>	<u>Construction Cost</u>	<u>Self Evaluation</u>
----------------------------------	---------------------------------------	--------------	------------------------------	----------------------------

A

B.

C.

(If more than three projects have been performed, please list the top three that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

4.6.3 List any other professional service projects that you feel may indicate the ability of your firm to perform the work requested {use additional page(s) if necessary}.

4.7 Subcontractors

4.7.1 Do you propose to use any subcontractors to perform work in accordance with this proposal?
_____Yes _____No. (If yes, please identify subcontractor and work to be performed.)

4.8 A project Information Sheet (2 copies) and a Request for Proposal Cost Page (2 copies) are required for submission as a part of these specifications. Have all items been included with your proposal?

_____Yes _____No If answer is no, please explain.

4.9 Section 1.2 requires that proposals be submitted in compliance with the City of Portage Contract Conditions and Specifications. Do you agree to comply with the Contract Conditions and Specifications?

_____Yes _____No. If answer is no, please explain

4.10 The award of the contract for professional services is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid? _____Yes _____No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

**CITY OF PORTAGE REQUEST FOR PROPOSALS
COST SUMMARY**

I the undersigned, certify that I have read and fully understand all of the specifications supplied by the City of Portage in this Request for Proposals.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED AND IDENTIFIED BY NUMERICAL REFERENCE TO THE REQUEST FOR PROPOSAL SECTION ON A PLAIN SHEET IMMEDIATELY FOLLOWING THE PROPOSAL PAGE.

I propose to provide professional services as specified in the Request for Proposals, except as outlined on the attached sheet entitled "Exception to Specification", as indicated below:

DIVISION A: TRAFFIC SIGNAL MAINTENANCE

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Maintenance Cost</u> <u>Annual Cost</u>	Allowance	<u>Total Cost</u>
1	Traffic Signal Maintenance September 1, 2015 to June 30, 2016	(1 st year)	\$ _____	\$ 10,000	\$ _____
2	Traffic Signal Maintenance July 1, 2016 to June 30, 2017	(2 nd year)	\$ _____	\$ 10,000	\$ _____
3	Traffic Signal Maintenance July 1, 2017 to June 30, 2018	(3 rd year)	\$ _____	\$ 10,000	\$ _____
	GRAND TOTAL	THREE YEARS	\$ _____	\$ 30,000	\$ _____

DIVISION B: EMERGENCY WORK

In the event of major damage to any part of the signal system due to vandalism, vehicular accidents or acts of God, or to replace with new equipment, all or in part, at existing locations, the Contractor will supply all necessary major components. Method of payment shall be as detailed in the specifications.

<u>Item</u>	<u>Description</u>	<u>Cost Per</u> <u>Manhour</u> <u>(1st year)</u>	<u>Cost Per</u> <u>Manhour</u> <u>(2nd year)</u>	<u>Cost Per</u> <u>Manhour</u> <u>(3rd year)</u>
1	Total cost per manhour during regular working hours, including all required equipment, mileage, travel, etc.	\$ _____	\$ _____	\$ _____
2	Total cost per manhour during periods other than normal working hours including all required equipment, mileage, travel, etc.	\$ _____	\$ _____	\$ _____

DIVISION C: ADDITION OF NEW INTERSECTIONS

In the event during the term of this contract new intersections are added to the system due to new installations or jurisdictional transfer, the unit price per month for the appropriate year will be increased by the unit price times the number of intersections added..

<u>Item</u>	<u>Description</u>	<u>Yearly Cost Per Intersection (1st year)</u>	<u>Yearly Cost Per Intersection (2nd year)</u>	<u>Yearly Cost Per Intersection (3rd year)</u>
1	Unit price for each additional traffic signal, flasher Speed feedback sign and/or traffic count station added to the system.	\$ _____	\$ _____	\$ _____

If you cannot submit a proposal in the format requested, please attach a schedule of total compensation that will cover any and all expenses and services related to the project.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____ Web-Site: _____

APPENDIX A

EXISTING SCHOOL/PEDESTRIAN FLASHERS

NUMBER	LOCATION	LED	DESCRIPTION
F1 *	Romence west of Moorsbridge	Yes	Program manually at Flasher
F2	Milham at Utah	Yes	Program through MARC
F3	Milham at Bradford	Yes	Program through MARC
F4 *	Romence east of Rothbury	Yes	Program manually at Flasher
F5	Westnedge South of Centre	Yes	Program through MARC
F6	Westnedge north of Melody	Yes	Program manually at Flasher
F7	Portage at Stanley	Yes	Program through signal controller
F8	Portage at Weatherbee	Yes	Program through signal controller
F9	Moorsbridge south of Romence	Yes	Program manually at Flasher
F10	Moorsbridge at McKenzie	Yes	Program manually at Flasher
F11	Garden Lane west of Celery Flats	Yes	Program manually at Flasher
F12	Garden Lane east of Celery Flats	Yes	Program manually at Flasher
F13	Constitution south of Milham	Yes	Program through MARC
F14	6733 Amberly Street	Yes	Program manually at Flasher
F15	6548/6538 Amberly Street	Yes	Program manually at Flasher
F16	6711 Brigham Venue (sign is on Winkfield)	Yes	Program manually at Flasher
F17	1803 Haverhill Avenue	Yes	Program manually at Flasher
F18	6544 Hampton Avenue	Yes	Program manually at Flasher
F19	1529 Woodland Avenue	Yes	Program manually at Flasher
F20	1408/1330 Woodland Avenue	Yes	Program manually at Flasher
F21	3130 Angling Road	Yes	Program manually at Flasher
F22	5386 Angling Road	Yes	Program manually at Flasher
F23 #	Oakland by Northwest Bike Trail	Yes	Program manually at Flasher
F24	Oakland south of Northwest Bike Trail	Yes	Program manually at Flasher
F25	Oakland north of Northwest Bike Trail	Yes	Program manually at Flasher
F26 #	Constitution by Northwest Bike Trail	Yes	Program manually at Flasher
F27	Constitution south of Northwest Bike Trail	Yes	Program manually at Flasher
F28	Constitution north of Northwest Bike Trail	Yes	Program manually at Flasher
F29	Westnedge by Ball Park	Yes	Program manually at Flasher
F30	Westnedge by South Shore	Yes	Program manually at Flasher

Updated June 8, 2015

- * Solar Panels
- 24/7 operation
- Activates through actuation
- # Overhead signals

CITY OF PORTAGE

EXISTING SIGNALIZED INTERSECTIONS - June 2015

NO.	LOCATION	MASTER AND INT. NO.	TYPE INTSEC.	TYPE CNTRLR	LOC. OF LOOPS/VIDEO	CASE SIGNS	FIBRE OPTIC SIGNS	OVRHD STATIC SIGNS	LIGHTED ST. NAME SIGNS	LED NAME SIGNS	ON CMPTR INTCNT	NO. OF HEADS	SIGNAL HEAD LEDs	NO. OF LENSES	LEFT TURN SIGL	PED SIGS
1	Westnedge and Kilgore	A-8	MAST	EPAC	ALL VIDEO	0	0	8	YES	0	YES	12	ALL	36	YES	YES
2	Westnedge and Andy	A-10	MAST-P	EPAC	ALL VIDEO	0	4	3	YES	0	YES	10	ALL	36	YES	YES
3	Westnedge and Dawnlee	A-9	MAST	EPAC	ALL VIDEO	0	0	1	YES	0	YES	2	ALL	6	YES	NO
4	Westnedge and Idaho	A-9	MAST	EPAC	ALL VIDEO	0	0	2	YES	0	YES	8	ALL	28	YES	YES
5	Westnedge and Milham	A-1	MAST	EPAC	ALL VIDEO	0	4	7	YES	0	YES	14	ALL	50	YES	YES
6	Westnedge and Southland/Plaza	A-31	MAST	EPAC	ALL VIDEO	0	0	9	YES	0	YES	11	ALL	39	YES	YES
7	Westnedge and Mall/Gladys	A-2	MAST	EPAC	ALL VIDEO	0	0	10	YES	0	YES	12	ALL	44	YES	YES
8	Westnedge and Crossroads/Ruth	A-6	MAST	EPAC	ALL VIDEO	0	0	5	YES	3	YES	12	ALL	52	YES	YES
9	Westnedge and J.L. Hudson/Portage Xings	A-7	MAST	EPAC	ALL VIDEO	0	0	7	YES	0	YES	12	ALL	46	YES	YES
10	Westnedge and Romence	A-13	MAST	EPAC	ALL VIDEO	0	0	12	YES	1	YES	8	ALL	40	YES	YES
11	Westnedge and Garden	A-18	MAST	EPAC	ALL VIDEO	0	0	1	YES	0	YES	6	ALL	20	YES	YES
12	Westnedge and Schuring	A-19	MAST	EPAC	ALL VIDEO	0	0	2	YES	0	YES	8	ALL	28	YES	YES
13	Westnedge and Shaver	A-15	MAST	EPAC	ALL VIDEO	0	2	6	YES	0	YES	10	ALL	40	YES	YES
14	Westnedge and Centre	A-32	MAST	EPAC	ALL VIDEO	0	4	8	YES	0	YES	12	ALL	44	YES	YES
15	Shaver and Fire Station #1	-	MAST	-	Pre-Empt	0	0	2	NO	0	NO	3	ALL	9	NO	NO
16	Shaver and Centre	A-16	MAST	EPAC	ALL VIDEO	0	2	7	YES	0	YES	10	ALL	40	YES	YES
17	Shaver and Melody	-	MAST	EPAC	ALL VIDEO	0	3	1	YES	0	NO	10	ALL	46	YES	YES
18	Shaver and Oakland (North)	-	MAST	EPAC	ALL VIDEO	0	0	2	YES	0	NO	9	ALL	33	YES	NO
19	Shaver and Oakland (South)	-	MAST	EPAC	ALL VIDEO	0	0	3	YES	0	NO	9	ALL	33	YES	NO
20	Oakland and Greenbriar	-	MAST	EPAC	(L) -GRNBR	0	1	0	YES	0	NO	7	ALL	18	NO	YES
21	Oakland and Preserve	-	MAST	INT. 18	(L) -PRSRV	0	1	0	YES	0	NO	7	ALL	21	NO	YES
22	Oakland and Milham	A-5	MAST	EPAC	ALL VIDEO	0	4	10	YES	0	YES	13	ALL	46	YES	YES
23	Oakland and Fire Station #2	-	MAST	EPAC	Pre-Empt	0	0	0	NO	0	NO	6	ALL	15	NO	NO
24	Oakland and Romence	-	MAST	EPAC	ALL VIDEO	0	4	0	YES	0	YES	12	ALL	48	YES	YES
25	Oakland and Centre	-	MAST	EPAC	ALL VIDEO	0	4	4	YES	0	YES	12	ALL	44	YES	YES
26	Centre and Moorsbridge	-	MAST	EPAC	ALL VIDEO	0	2	1	YES	0	YES	8	ALL	28	YES	YES

27	Centre and Angling	-	MAST	EPAC	ALL VIDEO	0	4	4	YES	0	YES	13	ALL	44	YES	YES
28	Centre and Lovers Lane	-	MAST	EPAC	ALL VIDEO	0	4	8	YES	0	YES	12	ALL	44	YES	YES
29	Milham and Devon/Monticello	A-23	MAST	EPAC	ALL VIDEO	0	2	2	YES	0	YES	11	ALL	33	YES	YES
30	Milham and Constitution	A-3	MAST	EPAC	ALL VIDEO	0	0	2	YES	0	YES	9	ALL	37	YES	YES
31	Milham and Oregon	A-24	MAST	EPAC	ALL VIDEO	0	0	1	YES	0	YES	6	ALL	20	YES	YES
32	Milham and Newport	A-30	MAST	EPAC	(L) WBL + NEWPORT	0	0	1	YES	0	NO	6	ALL	20	YES	YES
33	Milham and Angling	-	MAST-P	EPAC	ALL VIDEO	0	2	2	YES	4	NO	8	ALL	28	YES	YES
34	Lovers and Kilgore	-	MAST	EPAC	ALL VIDEO	0	4	4	YES	0	NO	12	ALL	44	YES	YES
35	Lovers and Milham	A-17	MAST	EPAC	ALL VIDEO	0	4	3	YES	0	NO	8	ALL	32	YES	YES
36	Lovers and Romence Rd. Pkwy	-	MAST	EPAC	ALL LOOPS	0	0	4	YES	0	NO	8	ALL	32	YES	YES
37	Constitution and Mall	-	MAST	EPAC	ALL LOOPS	0	0	2	YES	0	NO	10	ALL	34	YES	YES
38	Romence Rd. Pkwy. and Sears Drive	-	MAST	EPAC	(L) EBL & WBL + SEARS	0	0	6	YES	0	YES	8	ALL	28	YES	YES
39	Mall and J.C. Penney Dr.	-	MAST	EPAC	ALL LOOPS	0	0	4	YES	0	YES	8	ALL	28	YES	YES
40	Constitution and Romence	-	MAST	EPAC	ALL VIDEO	0	4	2	YES	0	YES	8	ALL	28	YES	YES
41	Kilgore and Burdick/Woodmont	-	MAST	EPAC/TS2	ALL VIDEO	0	2	1	YES	0	NO	10	ALL	30	YES	YES
42	Portage and Winters	-	MAST	EPAC	ALL LOOPS	0	0	2	YES	0	YES	8	ALL	28	YES	YES
43	Portage and Milham	-	MAST	EPAC	ALL LOOPS	0	4	8	YES	0	YES	12	ALL	44	YES	YES
44	Portage and Romence Rd. Pkwy.	-	MAST	EPAC	ALL LOOPS	0	4	8	YES	0	YES	12	ALL	44	YES	YES
45	Portage and Centre	-	MAST	EPAC	ALL VIDEO	0	4	8	YES	0	YES	12	ALL	44	YES	YES
46	Portage and Zylman	-	MAST	EPAC	ALL VIDEO	0	0	0	YES	0	YES	7	ALL	23	YES	YES
47	Portage and Bacon	-	MAST	EPAC	ALL VIDEO	0	4	2	YES	0	YES	10	ALL	34	YES	YES
48	Shaver and Meijers	-	MAST	EPAC	(L) NBL+MEIJER	0	0	1	YES	0	NO	6	ALL	22	YES	YES
49	Portage and Fairfield	-	MAST-P	EPAC	ALL VIDEO	0	0	0	YES	0	YES	9	ALL	31	YES	YES
50	Centre and Currier	-	MAST-P	EPAC	ALL VIDEO	0	4	4	YES	0	YES	10	ALL	38	YES	YES
51	Westnedge at PCHS	-	MAST-P	EPAC	ALL VIDEO	0	0	4	YES	0	YES	8	ALL	32	YES	YES

Note: L = Loops & V = Video

MAST-P Mast Arm Powder Coated

SPEED FEEDBACK SIGN LOCATIONS

NUMBER	LOCATION	LED	DESCRIPTION
F1 *	S. Westnedge Ave. south of Barberry Ave.	Yes	Program through software
F2 *	Portage Road south of Prosperity Dr.	Yes	Program through software
F3 *	Portage Road south of Lakeview Dr.	Yes	Program through software

Updated June 8, 2015

* **Solar Panels**
24/7 operation

PERMANENT TRAFFIC COUNT STATION LOCATIONS

Number	Location	Description	Type
1	Constitution Blvd.	South of Milham (in island)	3M
2	East Centre Avenue	West of Waylee (north side)	3M
3	East Centre Avenue	East of Oaksid (north side)	3M
4	Kilgore Road	East of Old Kilgore Road (south side)	3M
5	Kilgore Road	East of Burdick Road (south side)	3M
6	Lovers Lane	South of Winters (east side)	3M
7	Mall Drive	West of S. Westnedge (south side)	3M
8	Oakland Drive	Across from Rosewood Avenue	3M
9	Oakland Drive	Just north of Romence, east side	3M
10	Oakland Drive	Just South of Romence, east side	3M
11	Oakland Drive	By Katie Ct. (east side)	3M
12	Shaver Road	South of West Centre Avenue (east side)	3M
13	South Westnedge Avenue	By Police Station (west side)	3M
14	South Westnedge Avenue	South of Kilgore (across from Meijers, west side)	3M
15	South Westnedge Avenue	North of Milham (west side by Bed, Bath & Beyond)	3M
16	South Westnedge Avenue	By Uncle Ed's Oil & Lube (west side)	3M
17	West Centre Avenue	West of Shaver (north side)	3M
18	West Milham Avenue	East of Angling Road (north side)	3M
19	West Milham Avenue	West of Angling Road (north side)	3M
20	Romence Road	West of Bratcher Street (By church)	3M
21	Romence Road	West of Westnedge(by ice rink north side)	3M
22	East Milham Avenue	At Chelsea St. SW corner	Peek
23	Romence Parkway	East of Westnedge (in Blvd.)	Peek
24	South Westnedge Avenue	North of Romence (west side, Best Buy prkg)	Peek
25	West Milham Avenue	East of Roanoke (north side)	Peek

Updated June, 2015

APPENDIX B

City of Portage

Traffic Signal Incident Report

Page of

Date of Incident: _____

Intersection: _____

Incident Reported by: _____

Time Incident Reported: _____

Arrival Time: _____ Departure Time: _____

Work Performed by: _____

Incident: _____

Activity/Comments: _____

Material Used: _____

Signed: _____ Date: _____

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 traffic signal maintenance in strict accordance with the Scope of Work, as specified in the Request for Proposal for Professional Services, 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 – DURATION OF CONTRACT

This Contract shall be in effect for thirty six (36) calendar months from September 1, 2015 to June 30, 2018, inclusive.

ARTICLE III - 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.

DIVISION A: TRAFFIC SIGNAL MAINTENANCE

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	Maintenance Cost Annual Cost	Allowance	Total Cost
1	Traffic Signal Maintenance September 1, 2015 to June 30, 2016	(1 st year)	\$ _____	\$ 10,000	\$ _____
2	Traffic Signal Maintenance July 1, 2016 to June 30, 2017	(2 nd year)	\$ _____	\$ 10,000	\$ _____
3	Traffic Signal Maintenance July 1, 2017 to June 30, 2018	(3 rd year)	\$ _____	\$ 10,000	\$ _____
	GRAND TOTAL	THREE YEARS	\$ _____	\$ 30,000	\$ _____

DIVISION B: EMERGENCY WORK

In the event of major damage to any part of the signal system due to vandalism, vehicular accidents or acts of God, or to replace with new equipment, all or in part, at existing locations, the Contractor will supply all necessary major components. Method of payment shall be as detailed in the specifications.

<u>Item</u>	<u>Description</u>	Cost Per Manhour (1 st year)	Cost Per Manhour (2 nd year)	Cost Per Manhour (3 rd year)
1	Total cost per manhour during regular working hours, including all required equipment, mileage, travel, etc.	\$ _____	\$ _____	\$ _____
2	Total cost per manhour during periods other than normal working hours including all required equipment, mileage, travel, etc.	\$ _____	\$ _____	\$ _____

DIVISION C: ADDITION OF NEW INTERSECTIONS

In the event during the term of this contract new intersections are added to the system due to new installations or jurisdictional transfer, the unit price per month for the appropriate year will be increased by the unit price times the number of intersections added. A listing of possible added intersections can be found in Schedule B of the specifications for Traffic Signal Maintenance.

<u>Item</u>	<u>Description</u>	Annual Cost Per Intersection (1 st year)	Annual Cost Per Intersection (2 nd year)	Annual Cost Per Intersection (3 rd year)
1	Unit price for the additional traffic signal, flasher and/or traffic count station added to the system.	\$ _____	\$ _____	\$ _____

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 for Proposal Submission
4. Professional Service Requirements
5. Project Information Sheet
6. Appendices
7. Contractor's Proposal (or bid)
8. 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.

(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: _____

CITY OF PORTAGE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and _____, hereinafter called the Surety,
are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage,
Michigan 49002, in the sum of _____ Dollars (\$_____)
lawful money of the United States of America, to the Payment whereof, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF
PORTAGE dated the _____ day of _____, _____ (hereinafter called the "Contract")
for _____ (**name of project**), which contract and specifications for said work
shall be deemed a part hereof as fully if set out herein.

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

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

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in
the work to be done under it, or the giving by the party of the first part to said contract any extension of

Labor and Material Bond

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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 _____, 20____.

Signed, sealed, and delivered in
the presence of:

:

PRINCIPAL:

Its:_____

SURETY:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____ Contractors,
as principal and _____, as surety,
are held and firmly bound unto the _____
in the sum of _____

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

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said
_____ did, on the _____ day of _____, 20____
enter into contract with the City for the _____.

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

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

WITNESSES:

Principal _____ (Seal)

Surety _____ (Seal)

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, Contractor, as principal and
_____, as surety are held and firmly bound unto
the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter
known as the City, in the sum of _____
_____ Dollars (\$_____) to be paid to said City, its legal
representatives and assigns, for which payment well and truly be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, and each and every one of them jointly, firmly by
these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

WHEREAS, the above named Principal has entered into a certain contract with the City of
Portage, Michigan, dated this _____ day of _____, 20__
wherein the said principal covenanted and agreed as follows, to wit:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and
under said contract, the above named principal has agreed with the City that for a period of two (2)
years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the
work done under said contract wither by the principal or his subcontractors, or his material supplies,
that may develop during said period due to improper materials, defective equipment, workmanship or
arrangements, and any other work affected in making good such imperfections, shall also be made
good all without the consent or approval of the principal after the final acceptance of the work, and that
whenever directed to do so by the City, by notice served in writing, either personally or by mail, on the
principal at _____

_____ or _____
_____ legal representatives, or successors, or on the surety at

WILL PROCEED at once to make such repairs as directed by said City and in case of failure to do so
within one week from the date of service of such notice, or within reasonable time not less than one
week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials
and employ such labor and equipment as may be necessary for the purpose, and to Maintenance and

said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgement of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keeps aid work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

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

Signed, sealed, and Delivered
in the Presence of:

Principal _____(Seal)

Surety _____(Seal)