

## NOTICE

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

### WEST LAKE HERBICIDE TREATMENT

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: January 28, 2015

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Tuesday, February 24, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

West Lake Herbicide Treatment

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: West Lake Herbicide Treatment

FOR OPENING: February 24, 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](http://www.portagemi.gov). Bid packages will also be mailed upon request.

Bidders must be licensed with the United States Department of Agriculture and be on the Michigan Department of Environmental Quality's list of Approved Applicators.
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The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please phone the Purchasing Department at (269) 329-4534. If you have any questions regarding the specifications, please contact Transportation & Utilities Director Christopher Barnes at (269) 324-9256.

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Plans

## 1. INSTRUCTIONS TO BIDDERS

- 1.1. FORM -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
- 1.2. EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE -- Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the Proposal the sum to cover the cost of all items included on the proposal form.
- 1.3. DELIVERY OF 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 proper time. Any bids received after the bid opening date and time shall be returned to the Bidder unopened.
- 1.4. WITHDRAWAL -- Any Bidder may withdraw his bid, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of bids.
- 1.5. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.6. INTERPRETATION OF DOCUMENTS -- If any person contemplating submitting a 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 as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.7. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the bid.
- 1.8. BIDDERS INTERESTED IN MORE THAN ONE BID -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one bid for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder is not hereby disqualified from submitting a sub-

proposal or quoting prices to other Bidders.

- 1.9. NONDISCRIMINATION The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

- 1.10. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.
- 1.11. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment in the following manner.

1.11.1. Transmittal page must be plainly marked:

“Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_.”  
Bid Name Date

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

1.11.3. **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.**

## 1.12. LAWS AND MUNICIPAL ORDINANCES

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

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

## 1.13. INSURANCE REQUIREMENTS

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
  - A) All premises and operations.
  - 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.
  - G) Coverage of the operation of aquatic plant control equipment.
- 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). In addition, the WEST LAKE IMPROVEMENT ASSOCIATION BOARD must be additionally insured.

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

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

#### 1.14. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest Hypothetical 2015 West lake Treat Plan Total is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

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

#### 1.15. 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.

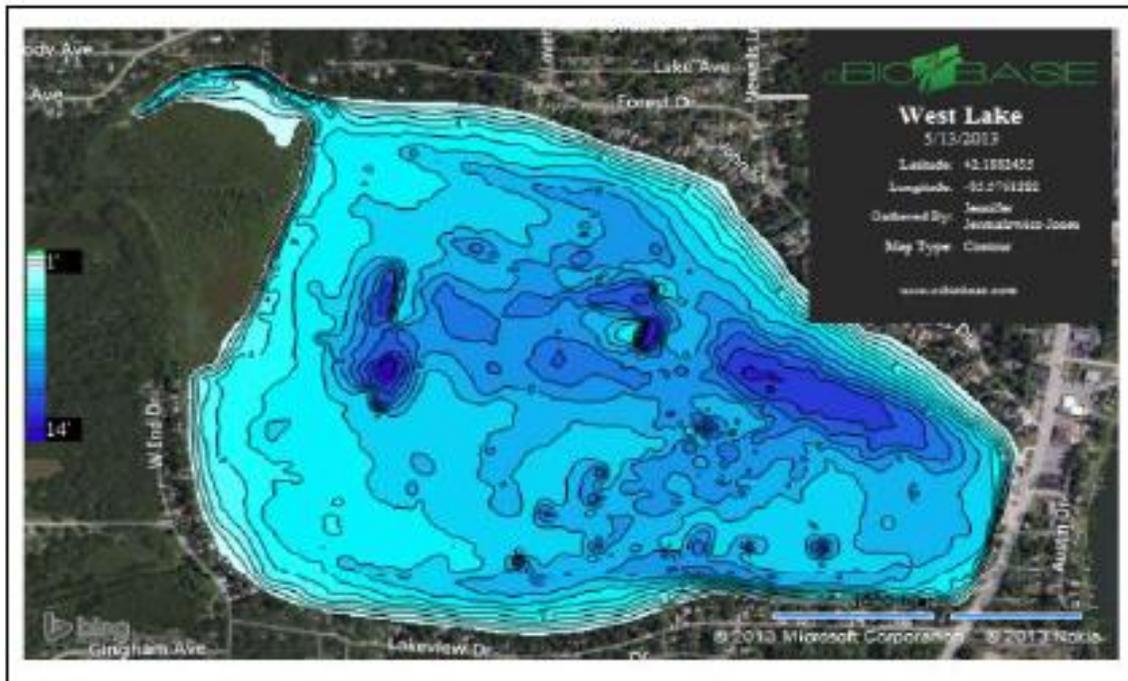
Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims 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. SPECIFICATION

- 2.1. General: The City of Portage, on behalf of the West Lake Improvement Association Board (WLIA), is seeking sealed bids for necessary aquatic plant herbicide treatment of West Lake for the control of the exotic aquatic macrophyte, Eurasian watermilfoil (*Myriophyllum spicatum*) and nuisance native pondweeds. The documents contain provisions, regulations, and other information pertinent to a particular site.
- 2.2. Applicator Qualifications: The aquatic herbicide applicator must be licensed with the United States Department of Agriculture. The applicator must also be on the Michigan Department of Environmental Quality's list of approved applicators.
- 2.3. MDEQ Permit: The WLIA will apply for the MDEQ permit; however, the contractor will be responsible for paying the MDEQ permit fee. The city will reimburse the contractor for the cost of the MDEQ aquatic herbicide permit fee upon proper receipt of the permit. The contractor shall be required to comply with all requirements of the MDEQ permit.
- 2.4. Consultant: The consultant for this project is Restorative Lake Sciences, 18406 West Spring Lake Road, Spring Lake, Michigan 49546. Jennifer Jermalowicz-Jones, Director of Water Resources, shall be the contact for the consultant and may be reached at (616) 843-5636.
- 2.5. Project Description: West Lake is located in Portage Township (T.3S, R.11W) in Sections 22, 23, 26, and 27 of Portage Township in Kalamazoo County, Michigan (Figure 1). The lake surface area is approximately 336 acres (Michigan Department of Natural Resources, 2001) and may be classified as a glacial-origin, natural lake with a large, shallow littoral zone. West Lake has a maximum depth of 12.0 feet and a mean depth of approximately 5.8 feet. Approximately 1-30 acres of nuisance Eurasian watermilfoil growth are proposed to be treated with systemic herbicides and approximately 10-70 acres of nuisance Curly-leaf Pondweed are proposed to be treated with Aquathol K in 2015. A depth contour map of the lake is located in Figure 1.
- 2.6. Treatment Area: The treatment area size is subject to change based on seasonal aquatic plant growth and distribution characteristics. The contractor is required to receive directions on all treatment areas from the consultant; however, any additional information on certain areas from riparians will be considered if within the scope of the project. The contractor must adhere to treating only those areas specified on the pre-treatment map created by the consultant and provisions of the MDEQ permit.

- 2.7. Contractor Equipment: All treatment equipment, including trailers, should be thoroughly washed immediately prior to entering West Lake.
- 2.8. Submersed Vegetation: Only submersed aquatic vegetation should be treated.
- 2.9. Timeline: The projected time for treatment shall be between April 30 and June 18, 2015. The consultant will notify the contractor as soon as a field survey confirms that the treatment is needed.
- 2.10. Damages: The contractor will use caution around swim areas, docks, buoys, rafts, water intake pipes, boats and other submerged structures. The contractor is solely responsible for any damage done to the aforementioned items and must compensate for any accrued damages.
- 2.11. Daily Log: The contractor must keep a detailed daily log of all activities performed on West lake, such as size of treatment area, estimated amount of aquatic plant treated, equipment utilized during operation, and explanations of problems that may have prevented operation of equipment or services (i.e., downtime, mechanical dysfunctions).
- 2.12. Contract Term: This contract is for a period of one season. The contract may be renewed for three 1-year periods at the sole discretion of the City of Portage.

Figure 1. West Lake, Kalamazoo County, Michigan



**CITY OF PORTAGE  
BID FORM**

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, mobilization, personnel, materials and supplies; and to do all the work in strict accordance with the specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such 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 bid shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. No contract is created until it is executed by all parties.

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

The undersigned attaches hereto a bidder's bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned

has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

**Disclosure:** Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: \_\_\_\_\_  
(address of disposal site\*)

Name & Address of \_\_\_\_\_  
Disposal Site Owner \_\_\_\_\_

\*Attach separate Sheet(s) for multiple disposal sites.

List equipment to be used for the herbicide treatment project – include equipment models, dates of purchase, condition of equipment.

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Estimated time to treat West Lake:

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List all personnel that will be involved during the aquatic plant herbicide treatment of West Lake:

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Quantity and Unit Prices

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Concentration</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	1	Acre	Renovate OTF	150 lbs/acre	\$ _____	\$ _____
2	1	Acre	Clipper	200 ppb	\$ _____	\$ _____
3	3	Acre	Reward diquat	2 gal/acre	\$ _____	\$ _____
4	4	Acre	Cutrine	2 gal/acre	\$ _____	\$ _____
5	4	Acre	Sculpin 2,4-D	180 lbs./acre	\$ _____	\$ _____
6	40	Acre	Adjuvant*	Specify	\$ _____	\$ _____
7	40	Acre	Aquathol K	3 gal/acre	\$ _____	\$ _____
8	1	Annual	MDEQ Permit		\$ _____	\$ _____
Hypothetical 2015 West Lake Treatment Plan Total						\$ _____

Unit Prices for Additional work

Unit Price

9	Acre	Renovate Max G	120 lbs/acre	\$ _____
10	Acre	Renovate Max G	160 lbs/acre	\$ _____
11	Acre	Renovate OTF	120 lbs/acre	\$ _____
12	Acre	Navigate 2,4-D	120 lbs/acre	\$ _____
13	Acre	Navigate 2,4-D	150 lbs/acre	\$ _____
14	Acre	Navigate 2,4-D	160 lbs/acre	\$ _____
15	Acre	Renovate 3	2.0 gal/acre	\$ _____
16	Acre	Renovate 3	2.5 gal/acre	\$ _____
17	Acre	Renovate 3	3.0 gal/acre	\$ _____
18	Acre	Renovate 3	3.5 gal/acre	\$ _____
19	Acre	Clipper	400 ppb	\$ _____
20	Acre	Reward diquat	1 gal/acre	\$ _____
21	Acre	Aquathol K	1 gal/acre	\$ _____
22	Acre	Aquathol K	2 gal/acre	\$ _____
23	Acre	Cutrine	1 gal/acre	\$ _____
24	Acre	SONAR AS	6 ppg w/6 ppb pump	\$ _____

I certify that the bidder firm named below is licensed by the United States Department of Agriculture as an aquatic herbicide applicator and that it is an approved applicator by the State of Michigan Department of Environmental Quality.

BIDDER FIRM: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Print or Type

POSITION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## *DRAFT CONTRACT AGREEMENT*

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

**CITY OF PORTAGE**  
**CONTRACT**

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the West Lake Aquatic Herbicide Treatment., all in strict accordance with the Specifications, including any and all addenda, which 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 as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_ the sum of which shall not exceed:

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

**ARTICLE III - 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. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Contractor's Proposal (or bid)
5. 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. [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: \_\_\_\_\_

