

## NOTICE

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

### Sidewalk Snow Removal

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: August 1, 2016

## NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, August 25, 2016 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

### Snow Removal

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: Snow Removal

FOR OPENING: August 25, 2016

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.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534.

If you have any questions pertaining to the sites or the scope of work, please contact Ray Waurio, Deputy Director – Streets & Parks at (269) 329-4430.

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Attachments  
Draft Contract

# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Examination of Bid Documents

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

## 1.2. Withdrawal of Bids

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

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

## 1.3. Bid Form

1.3.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.3.2. 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. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

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

## 1.4. 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.

1.5. Project Information Sheet

In order for the bid to be considered fully responsive, bidders shall fill out in its entirety, the Project Information Sheet located at the end of the specification package. The completed Project Information Sheet shall be provided in the sealed envelope containing the bidder's bid proposal.

1.6. Bids Submitted via Facsimile Equipment

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

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

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

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

1.7. Basis of Award

1.7.1. Award will be made to a responsive and responsible bidder(s) whose Total Bid is determined by the City to be in the best interest of the City. This bid may be awarded by individual division to separate contractors, or to a single contractor for all divisions. The City reserves the right in its sole discretion to determine if contracts shall be awarded on a separate division basis or as a single contract.

1.7.2. Price Discrepancies Each bid shall have the section totals checked for correctness. If discrepancies appear between the price per occurrence/rate and the section totals submitted, the price per occurrence/rate submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

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

2. **TERMS AND CONDITIONS**

2.1. City Contract Manager

The Streets Division Superintendent, Mike Wise, shall be the City Contract Manager. The City Contract Manager will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Contract Period

The contract resulting from this solicitation shall be in effect for a three (3) year period, beginning approximately October 1, 2016.

2.3. 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.

2.4. Contractor's Insurance

The successful bidder will also be required to furnish:

- 2.4.1. 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 \$2,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: *The City of Portage, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be named as additionally insured.*

It is understood and agreed by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have is considered to be secondary and/or excess. A policy endorsement shall be provided.

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. A policy endorsement shall be provided.

2.4.2. 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

2.5. Indemnification

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

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

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

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

2.6. Jurisdiction Authority

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

2.7. Severability

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

2.8. 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 services at the frequencies and during the times as specified herein. The service shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the proposed project cost.

2.9. Default

The City may, by written notice to the business, 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.

2.10. 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. The contractor shall indicate the hourly rate to be paid for extra work on the Project Information Sheet. Rates for any expense items related to extra work shall also be indicated on the Project Information Sheet. The hourly rates provided shall be inclusive of all labor, overhead, and profit. 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.

2.11. Status of Contractor

The Contractor and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the contractor 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 contractor under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the business or employees of the contractor be entitled to any City of Portage fringe benefit programs.

2.12. Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

2.13. Employees of the Contractor

The contractor shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the contractor. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the contractor, 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.

2.14. Supervision by Contractor

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

### 2.15. Billing and Payment

The Contractor shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

### 2.16. Assignability

The Contractor agrees that the work proposed shall be accomplished by the Contractor identified and any subcontractors identified in the Project Information Sheet. The Contractor agrees that any work under the contract to be assigned to another business, and/or subcontractor shall be done only with the prior approval of the City Contract Administrator.

## 3. GENERAL SPECIFICATIONS

The City of Portage is requesting sealed bids for the removal of snow in accordance with the specifications listed below.

### 3.1. Snow Fall Event

Snow that falls on the sidewalks will be removed upon the completion of the storm event. This snow must be removed within 24 hours following authorization-to-proceed by city Contract Administrator. A snow event will vary and may range from 2” to more than 20” – as such, it is important that the bidder is capable, in terms of equipment and personnel, to handle such varying conditions.

### 3.2. Authorization

Before removing snow from sidewalks, the contractor must communicate with the City Contract Administrator by phone or email for proper authorization and notice to proceed with snow removal operations. The contractor will then follow up with an e-mail to the Contract Administrator, or designee, to confirm weather conditions and starting authorization. The confirmation e-mail to the City Contract Administrator must also include the starting date and time of operations and must precede sidewalk snow removal operations. The communication procedure will be required for each specific snow event and will be considered a paid event. Proceeding without such authorization will be grounds for non-payment of service.

### 3.3. Completion of Snow Removal

Upon completion of snow removal from all sidewalk locations indicated in the specifications, the contractor will again contact by e-mail the city Contract Administrator or his designated representative indicating that all work specified and required has been completed. The communication procedure will be required for each a specific snow event and will be considered a paid event.

#### 3.4. Inspection of Work

This removal cycle for specific authorized snow events will be inspected by the city Contract Administrator or his designated representative and upon verification that all required work was completed in accordance with the contract to the satisfaction of the Contract Administrator who will confirm a paid event. These confirmations by paid event will be matched to monthly invoicing by the city Contract Administrator for authorization of payments.

#### 3.5. Work Mobilization/Use of Private Property

The contractor will make his best efforts to not utilize public sidewalk areas to mobilize snow removal equipment between sidewalk locations outlined and specified in this sidewalk snow removal contract. This has created problems for the citizen attempting to remove sidewalk snow in front of their properties. In addition, the contractor must ensure that piles of snow are not left on private property that would impede a private owner from clearing a walk.

At no time will snow be stockpiled on non-contracted sidewalks, crosswalks, or driveways on private property.

#### 3.6. Snow Removal Areas

The start and end of snow removal area is the city property line or as specified in the listed locations.

#### 3.7. Comingling Work

The contractor will complete all work specified in this contract and cannot comingle other non-city work during the city snow removal process.

#### 3.8. Snow Removal Route

The contractor will provide a snow removal route to the Contract Administrator prior to the commencement of this contract

#### 3.9. Contractor Communication Availability

During the snow removal season, contractor is required to have 24 hour, 7 day per week communication capability with the Contract Administrator or his designated representative.

#### 3.10. Deletion of Areas

The city reserves the right to delete any portion or all areas specified for any qualifying snow event. Any portion deleted will not be paid as part of the approved snow event.

### 3.11. Snow Removal Equipment

Equipment utilized for sidewalk snow removal must be legally licensed with the State of Michigan and complies with all requirements related to street maintenance operations.

### 3.12. Snow Removal Areas

Sidewalk snow removal areas are listed on the attached bid proposal sheet labeled Sidewalk Snow Removal Locations. This work encompasses city owned sidewalks, but excludes the four (4) bridge overpasses located in the city. Bidders are requested to bid on the additional pricing section of the proposal for the bridge overpasses, but the work is not guaranteed. At this time, the City of Portage is be responsible for snow removal from the bridge overpass sidewalks.

**CITY OF PORTAGE  
BID PROPOSAL**

I, the undersigned, propose to furnish all equipment and labor at the bid price shown for snow removal at the following locations as per specifications supplied by the City of Portage.

The estimated occurrences are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

**Snow Removal Sidewalk Locations  
Revised: 8-1-16**

*(Prices to be held firm for a three-year period, beginning approximately October 2, 2016)*

Area #	Sidewalk Locations	Bid Per Occurrence	Estimated Occurrences	Total Per Location
A1	W. Centre. Algonquin to Kirkland. North side (wildflower area).	\$	15	\$
A2	W. Centre & US-131. Angling to 12 <sup>th</sup> Street. South side. Clear approach walk leading to overpass on south side. (Do not plow W. Centre & US-131 bridge decks.)	\$	15	\$
A3	W. Centre & Angling. Angling to 4200 W. Centre driveway. North side.	\$	15	\$
A4	4200 W. Centre to 8001 Angling. Hampton Wetlands Complex Boardwalk.	\$	15	\$
A5	Sunburst & Jerry. Sidewalk south side of Jerry on retention basin frontage.	\$	15	\$
A6	3458 Summersong Path. Harbors West Park. North side along park frontage.	\$	15	\$
A7	W. Milham & US-131 overpass. Clear walks on the north side from 3922 west to 4204 & approaches to overpass. Clear walks on south side from 6034 east to 3821 & approaches to overpass. Do not plow W. Milham & US-131 bridge deck walks.	\$	15	\$
A8	5701 Briarhill. Retention basin.	\$	15	\$
A9	4500 W. Milham. Westfield Park. Plow north side along park frontage.	\$	15	\$
A10	2711 W. Milham. Retention Basin	\$	15	\$

<b>Area #</b>	<b>Sidewalk Locations</b>	<b>Bid Per Occurrence</b>	<b>Estimated Occurrences</b>	<b>Total Per Location</b>
A11	1705 W. Milham. Dry Prairie Cemetery. Walk on W. Milham. South side.	\$	15	\$
A12	Oakland & I-94 overpass. State Highway Property. Clear approach walks on both sides leading to overpass. (Do not plow Oakland & I-94 bridge decks.)	\$	15	\$
A13	Oakland Drive north of Greenbriar. Heading up the hill from the creek crossing (culvert). Sidewalk on east side to Kilgore Road.	\$	15	\$
A14	5916 Oakland. Vacant lot north of 5924 Oakland. West side.	\$	15	\$
A15	Oakland & Milham. NW corner. 3 walks.	\$	15	\$
A16	Oakland & Milham. SE corner. 3 walks. From corner east to property line. Diagonally from property line to Fire Station and sidewalk joining other 2 walks.	\$	15	\$
A17	6475 Evergreen. Retention basin. North of Swim Club. Walk on Evergreen. East side.	\$	15	\$
A18	6577 Hampton. Haverhill Park. Walk on Hampton. East side.	\$	15	\$
A19	Constitution & Romence. NW corner. West side. Romence to Consumers right-of-way. 40' past triangle planting bed.	\$	15	\$
A20	Constitution & Romence. NE corner. East along Constitution from Romence to fence line.	\$	15	\$
A21	280 W. Romence. Millennium Park (ice rink) frontage. North side.	\$	15	\$
A22	W. Romence Road Bridges over Consolidated Drain. Near Millennium Park. Walks on south side of W. Romence.	\$	15	\$
A23	W. Romence & Oakland. NW corner.	\$	15	\$
A24	W. Romence & Oakland. NE corner.	\$	15	\$
A25	W. Romence & Oakland. SE corner.	\$	15	\$
A26	7550 Oakland. Oakland Drive Park. Walk on Oakland. West side.	\$	15	\$

<b>Area #</b>	<b>Sidewalk Locations</b>	<b>Bid Per Occurrence</b>	<b>Estimated Occurrences</b>	<b>Total Per Location</b>
A27	7650 Oakland. Oakland Drive Park. Walk on north side of parking lot			
A28	7508 Oakland. Sidewalk between north of Shamrock Montessori to property line. West side 35' of sidewalk to split rail fence.	\$	15	\$
A29	1326 Schuring. Schuring & Arborcrest. NE corner. Retention basin. 2 walks.	\$	15	\$
A30	7400 S. Westnedge. Across from Garden Lane. Bridge/guardrail west of Garden Lane intersection on S. Westnedge. Walk along guardrail & around triangle planting bed to Auto Zone property line. Bikeway from S. Westnedge west to north side of 1 <sup>st</sup> bridge.	\$	15	\$
A31	7628 S. Westnedge. S. Westnedge & Garden Lane. SE corner to city property line & all paved areas to where asphalt trail starts	\$	15	\$
A32	7716 S. Westnedge & Portage Creek. West side of Westnedge on bridge over Portage Creek and 130' of sidewalk.	\$	15	\$
A33	7647-7585 S. Westnedge. Liberty Park. Sidewalk on east side of Westnedge only.	\$	15	\$
A34	8009 Oak on W. Centre & 405 W. Centre. Vacant lot and lot with utility building on the south side of W. Centre	\$	15	\$
A35	228 Brown. Currier & Brown. SW corner. West side. Brown to Dairy Queen Gazebo entrance 309 E. Centre.	\$	15	\$
A36	Currier & Brown. NW corner. North side. From Currier to 227 Brown Street.	\$	15	\$
A37	125 E. Centre. Near E. Centre & Westnedge. North side. Vacant lot.	\$	15	\$
A38	203 E. Centre. North side. Vacant lot.			
A39	Melody & Shaver on Melody. South side from Shaver Road Bikeway entrance to Dolphin Street.	\$	15	\$
A40	9016 S. Westnedge. South Westnedge Ball Park. Walk along Westnedge. West side.	\$	15	\$

<b>Area #</b>	<b>Sidewalk Locations</b>	<b>Bid Per Occurrence</b>	<b>Estimated Occurrences</b>	<b>Total Per Location</b>
A41	West Lake Nature Preserve across from South Westnedge Park. Walk along east side of Westnedge across from ball park.	\$	15	\$
A42	9110 S. Westnedge. Sidewalk on frontage of radio tower access property.	\$	15	\$
A43	916-918 E. Centre. South side. Walk along white steel railing (west of Lovers Lane).	\$	15	\$
A44	Newells & Forest. NW corner at utility station. Sidewalk connecting Newells to Forest.	\$	15	\$
A45	10429 Portage Road. West side. Vacant lot.			
A46	9345 Portage. Lakeview Park. Walk on Portage. East side.	\$	15	\$
A47	E. Centre & Lovers Lane. SE corner. 2 walks.	\$	15	\$
A48	E. Centre & Lovers Lane. NE corner. From E. Centre to church entrance at 7835 Lovers Lane.	\$	15	\$
A49	910 E. Milham. Portage Creek Bicentennial Park (PCBP). Asphalt trail in park from E. Milham to playground and sidewalk on E. Milham.	\$	15	\$
A50	E. Milham & Tech Park Way. North side. Sidewalk from Tech Park Way to first office drive at 1133 E. Milham and walk connecting street sidewalk to PCBP Trail.	\$	15	\$
A51	Lovers Lane & I-94. Sidewalk on west side from 5728 Lovers Lane to Unifab Drive. Clear approach walks on west side leading to overpass. (Do not plow Lovers Lane & I-94 bridge decks.)	\$	15	\$
A52	424 E. Kilgore. E. Kilgore & Lovers Lane. Trail Head Park. South side of E. Kilgore from Lovers Lane to the east property line of 268 E. Kilgore and walks on east side of park by entrance gate.	\$	15	\$
A53	424 E. Kilgore. PCBP North Trail Head Park. E. Kilgore & Lovers Lane. SW corner. Interior sidewalks.	\$	15	\$

Area #	Sidewalk Locations	Bid Per Occurrence	Estimated Occurrences	Total Per Location
A54	Old Kilgore & Westnedge. SE corner. Walks throughout the parcel.	\$	15	\$
A55	S. Westnedge & Amos. S. Westnedge to 210 Amos on the south side and Amos 117 & 129 on the north side. Vacant lots.	\$	15	\$
A56	S. Westnedge & I-94. East side from 5641 S. Westnedge (Bob Evans) north to Amos Street.	\$	15	\$
A57	S. Westnedge & I-94. West side from Trade Centre Way south to New Hampshire & west along New Hampshire to property line (120').	\$	15	\$
A58	W. Van Hoesen & Ohio. SW corner. South side of W. Van Hoesen along retention basin.	\$	15	\$
A59	4651 Tiffany. North side. Plow sidewalks along the frontage of retention basin across from Bali Ct.	\$	15	\$
A60	W. Romence & Provence. SW corner. Retention basin frontage.	\$	15	\$
A61	7355 Milan. East side. Retention basin frontage.	\$	15	\$
A62	2819 Avalon Woods. South side. Retention basin frontage	\$	15	\$
	<b>Total</b>			\$

Additional Pricing

Map No.	Description	Unit	Unit Price
B-2	W. Centre & US-131 overpass. South side. Clear bridge sidewalk.	EA	\$_____
B-7	W. Milham & US-131 overpass. North & south side. Clear bridge sidewalks.	EA	\$_____
B-12	Oakland & I-94 overpass. West & east side. Clear bridge sidewalks.	EA	\$_____
B-51	Lovers Lane & I-94 overpass. West & east side. Clear bridge sidewalks.	EA	\$_____

TERMS: \_\_\_\_\_  
(minimum of 30 days)

FIRM NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name and Title (Print or Type)

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

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

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

**3. CITY OF PORTAGE PROJECT INFORMATION SHEET  
SNOW REMOVAL**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals may 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.

3.1 Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation  
 Other (please explain) \_\_\_\_\_

3.2 Business Name: \_\_\_\_\_

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

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

First Date in Business: \_\_\_\_\_

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

Yes     No

If yes, please explain (use additional page)

3.4 Is your business up for sale?     Yes     No

If yes, please explain (use additional page).

3.5 Primary staff to be assigned to the project:

Owner/Partner: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

Significant Technicians and Employees to be assigned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.6 Experience: Please indicate below the experience of your business 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 business. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

3.6.1 Please list projects similar to work requested for this project where staff identified in Section 3.5 have provided services.

<u>Name of Company</u> <u>Evaluation</u>	<u>Contact</u> <u>Person</u>	<u>Phone</u>	<u>Contract</u> <u>Cost</u>	<u>Self</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.)

3.6.2 Please list other related projects that staff identified in Section 3.5 have provided services for:

<u>Name of Company</u> <u>Evaluation</u>	<u>Contact</u> <u>Person</u>	<u>Phone</u>	<u>Contract</u> <u>Cost</u>	<u>Self</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.)

3.6.3 List any other service projects that you feel may indicate the ability of your business to perform the work requested [use additional page(s) if necessary].

3.7 If it becomes necessary to perform extra work as defined in Section 3.17 the following hourly rates will apply:

3.7.1 Owner/Partner: \$ \_\_\_\_\_ /hour

3.7.2 Supervisor: \$ \_\_\_\_\_ /hour

3.7.3 Service Employees: \$ \_\_\_\_\_ /hour

3.7.4 Clericals: \$ \_\_\_\_\_ /hour

3.7.5 Others (Please identify)

\_\_\_\_\_ \$ \_\_\_\_\_ /hour

\_\_\_\_\_ \$ \_\_\_\_\_ /hour

\_\_\_\_\_ \$ \_\_\_\_\_ /hour

3.8 If materials are required for any extra work as herein defined, please list all such items below (an example might be road salt).

<u>Item</u>	<u>Unit (lb. ton, etc.)</u>	<u>Unit Price</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

3.9 Subcontractors:

Do you propose to use any subcontractors to perform work in accordance with this contract?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No. (If yes, please identify subcontractor and work to be performed.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.10 Equipment -- List all powered equipment owned or available to your business in carrying out all work per the specifications provided.

<u>Description</u>	<u>Year of Equipment</u>
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	

(If more equipment is available, please list on additional page.)

3.11 Business Employees Assigned to Project – List the number of supervisors and service employees that will be available to carry out work under this contract.

Number of Supervisory Personnel: \_\_\_\_\_

Number of Service Personnel: \_\_\_\_\_

3.12 A project Information Sheet and a Bid Proposal Page 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.

\_\_\_\_\_

\_\_\_\_\_

3.13 The award of the contract 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)

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the business identified in Question 3.1 above to execute this information sheet on behalf of that business.

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

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(please print)

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

TELEPHONE: \_\_\_\_\_ FAX \_\_\_\_\_

## **DRAFT CONTRACT**

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

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

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 removal of snow from identified sidewalks in accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the unit 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 \_\_\_\_\_ 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. Contract (this document)
2. Contractor's Proposal (or bid)
3. City of Portage Contract Conditions and Specifications
4. Notice to Bidders
5. Instructions to Bidders
6. Terms and Conditions
7. General Specifications

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 \_\_\_\_\_, Inc.
print or type name of corporation
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 \_\_\_\_\_ LLC
print or type name of 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: \_\_\_\_\_

**C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the  
owner/partner of the company named as Contractor in the contract and that I have the authority to bind  
\_\_\_\_\_, to contractual  
agreements.

\_\_\_\_\_  
Print or type name of company/DBA

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.