

## NOTICE

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

### CITY HALL PARKING LOT IMPROVEMENTS

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 Department 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: May 19, 2011

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Wednesday, June 15, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

**CITY HALL PARKING LOT IMPROVEMENTS**

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:            PARKING LOT IMPROVEMENTS

FOR OPENING:        JUNE 15, 2011

General specifications, description and conditions upon which the bid proposal is to be based are available at [www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx](http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx). Bid packages will also be mailed upon request.

There will be a pre-bid meeting at 10:00 a.m. on Thursday, June 9, 2011 at the Portage City Hall, Conference Room #1, 7900 South Westnedge Avenue, Portage, Michigan
--

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 Barry Bacon, Deputy Director of Parks, Recreation, and Property Management at (269) 324-9271.

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Attachments

Location Map  
Draft Contract Agreement

## 1. INSTRUCTIONS TO BIDDERS

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

disqualified from submitting a sub-proposal or quoting prices to other Bidders.

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

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

- 1.10. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.
- 1.11. PERFORMANCE, MAINTENANCE AND LABOR & MATERIAL BONDS -- The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, a Maintenance and Guarantee Bond equal to twenty-five percent (25%) of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be

secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

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

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

1.13.1. Transmittal page must be plainly marked:

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

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

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

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

1.14. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained form the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

1.15. 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.

#### 1.16. INSURANCE REQUIREMENTS

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). 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, its agents, elected officials, and employees, is included as an additionally insured party. This insurance must consist of:

##### 1.16.1. Workers Compensation

Workers Compensation insurance, including Employer’s Liability to cover employee injuries or disease compensable under the Workers Compensation statutes of the states in which work is conducted under this contract.

##### 1.16.2. Comprehensive General Liability

A Comprehensive General Liability policy to cover 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.

##### 1.16.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.16.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. 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.

1.16.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

- |    |  |                        |
|----|--|------------------------|
| A. | Workers Compensation   | Statutory              |
| B. | Comprehensive General Liability<br>Combined Single Limit (including sub-contractors)     | \$1,000,000/occurrence |
| C. | Comprehensive Automobile Liability<br>Combined Single Limit (Injury and Property Damage) | \$1,000,000            |
| D. | Umbrella or Excess Liability   | \$2,000,000            |

1.16.6. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that at least 30 days prior written notice shall be given to the City of cancellation, material change in policy or of intent not to renew and 10 day cancellation notice for non-payment of premium.

1.16.7. Evidence of Coverage

The Insurance Certificates referenced above must be submitted within ten (10) working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

1.17. Retainage Requirement

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

1.18. Basis of Award

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

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

1.19. Indemnification

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

by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

## 2. **PROJECT SCOPE**

- 2.1. The City Hall Parking Lot Improvement Project includes milling, paving and striping. Bids shall include all materials, labor, supplies and equipment. Contractor will use appropriately sized equipment and methods to obtain best quality results, compaction and durability. Contractor shall implement appropriate safety and barricade procedures. Contractor is responsible for proper disposal of all materials.
- 2.2. Bidder to confirm all quantities in the field. This is a unit price bid.
- 2.3. Project Schedule: Start date – July 13, 2011. Completion July 22, 2011. Public access to City Hall main entrance must be maintained at all times. No premium will be paid for evening/weekend work. Available work hours are 3:00 p.m. to 7:00 a.m. weekdays and weekends 3:00 p.m. Friday through 7:00 a.m. Monday.

## 3. **SPECIFICATION**

- 3.1. Cold Mill Bituminous Surface / Cold Mill Butt Joint: The Contractor, prior to commencing the paving operations, shall roto-mill (cold-mill) selected areas of the bituminous surface. Cold-milling shall be as specified in the current Michigan Department of Transportation (MDOT) standard specifications. The Project Manager will locate all areas to be cold-milled in the parking lot. The City Hall lot surface shall be milled to a depth of 1-1/2" across the profile of the lot. Structure covers shall be chipped around to accommodate 1-1/2" inches of new asphalt. The unit price bid, in square yards, shall be for all equipment, labor, and material necessary to complete the milling as specified.

- 3.2. Bonding Application: Clean existing milled surfaces in preparation of bonding agent application. Apply SS-1h liquid bonding agent.
- 3.3. Overlay Surfacing Material: Furnish and install 1 ½” 36a HMA overlay surfacing material
- 3.4. Line Striping – Permanent: Stripe, number and letter parking lot per existing layout. All pavement markings shall have the markings replaced. Paint used to stripe the lot shall be of industry standard, approved by the project manager.
- 3.5. Construction Schedule and Coordination: The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of this project. All work on this contract shall be completed by July 10, 2011. The Contractor shall schedule his/her work to accommodate the City’s scheduled completion date. In the event that this schedule requires weekend, night or overtime work, no additional compensation will be allowed. All work shall be part of this contract without regard to when it takes place.
- 3.6. Estimated Quantities: The quantities shown on the proposal are approximate only and are subject to increase or decrease. No guarantee of maximum or minimum is given. City Hall parking lot asphalt area is estimated at 64,435 square feet/7,159 square yards (see attached drawing).

Asphalt area estimated at 47,906 sq. ft. / 5323 sq. yd. (excluding heavy traffic area)  
Overlay quantity estimated at 298 cu. Yd. or 600 tons

3.7. Heavy Vehicle Traffic Area

Cold mill and remove an additional 2-1/2” (for a total of 4”) of existing asphalt and gravel (approximately 16,530 square feet).

Provide, level and compact approximately 250 tons of 13a HMA leveling material (approximately 16,530 square feet).

- 3.8. Materials Inspection and Responsibility: The City shall have the right to inspect any material to be used in carrying out the terms of this contract.

The City does not assume any responsibility for the contracted quality and standards of all materials, equipment, components or completed work furnished under this contract.

Any such materials, equipment, components or completed work which do not comply with MDOT or City of Portage specifications or State codes may be rejected by the City and shall be replaced by the Contractor at no cost to the City.

- 3.9. Structure Adjustment: It is the intent of this project that no drainage structures be adjusted. Concrete pads surrounding the drainage structures shall remain in place. Damages to the concrete pads will be repaired by the contractor.
- 3.10. Removal of Rubbish: The Contractor shall remove all rubbish and accumulated materials due to the construction.

**CITY OF PORTAGE  
PROPOSAL FORM**

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

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

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

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

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and 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.

Mill, Pave and Stripe City Hall Parking Lot

<u>Description</u>	<u>Units</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
HMA 36A Surface (165#/SYD)	Ton	600	\$ _____	\$ _____
HMA 13A Leveling (275#/SYD)	Ton	250	\$ _____	\$ _____
Cold Mill Butt Joint	SYD	150	\$ _____	\$ _____
Cold Mill Bituminous Surface 1.5"	SYD	5,323	\$ _____	\$ _____
Parking Lot Line Striping	LFT	2,800	\$ _____	\$ _____
Handicap Symbols	EA	6	\$ _____	\$ _____
Short Term Parking Symbols	EA	3	\$ _____	\$ _____
Cold Mill 4" Bituminous Surface	SYD	1,837	\$ _____	\$ _____
Total				\$ _____

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

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

Signature

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

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

Print or Type

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

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

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

**Legend**

 Heavy Vehicle Traffic Area



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

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

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

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Park Asphalt Bikeway Improvements Project all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

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

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor's proposal (or bid) as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, the sum of which shall be,

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

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

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

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

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

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: \_\_\_\_\_

Maurice S. Evans, 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.

Labor & Material Bond – Page 2

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract any extension of time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed, and delivered in \_\_\_\_\_ : PRINCIPAL:  
the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
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  
undertake, do and make such repairs and charge the expense thereof to, and receive same, from said  
principal or surety.

Maintenance and Guarantee Bond

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

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

Signed, sealed, and Delivered  
in the Presence of:

\_\_\_\_\_  
Principal \_\_\_\_\_(Seal)

\_\_\_\_\_  
Surety \_\_\_\_\_(Seal)