

NOTICE

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

Roundabout Landscaping

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing 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: August 3, 2011

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, August 18, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

12th Street/Milham Avenue/Texas Drive
Roundabout Landscaping

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: ROUNABOUT LANDSCAPING

FOR OPENING: AUGUST 18, 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. 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 phone the Purchasing Department at (269) 324-9284. If you have any questions regarding the specifications, please contact Project Manager Jereme Rowland at (269) 329-4428.

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Diagrams/Details
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. 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. 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.
- 1.12. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment to 269 – 329-4535 in the following manner.
 - 1.12.1. Transmittal page must be plainly marked:

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

- 1.12.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.
- 1.12.3. 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.
- 1.12.4. **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.**

1.13. 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 from the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for \$25.00.

1.14. 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.

1.15. 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:

1.15.1. 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.

1.15.2. 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.

1.15.3. 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.

1.15.4. 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.

1.15.5. 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
Combined Single Limit (including sub-contractors) | \$1,000,000/occurrence |
| C. | Comprehensive Automobile Liability
Combined Single Limit (Injury and Property Damage) | \$1,000,000 |
| D. | Umbrella or Excess Liability | \$2,000,000 |

1.15.6. 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.

1.15.7. 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.

1.16. 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.

1.17. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest total 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.

1.18. 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. All work under this contract shall conform to the current edition of the Michigan Department of Transportation (MDOT) Standard Specifications, City of Portage Contract Conditions and Specifications, unless otherwise directed by the Project Engineer.

The work consists of furnishing and installing all plant materials preparing plant soil, fertilizer, mulch, staking materials and all related items necessary to complete the work and provide maintenance in accordance with the plans and specifications. Plant material shall be normal and natural in character. All plant material not true to variety and color, as specified in the plant list, shall be removed by the Contractor at his own expenses and replaced with plant material of the variety and color specified, unless substitutions are approved by the city. Upon delivery of the plant material, the Contractor will be required to properly store the plant material which is not used immediately. Such material may be "heeled in."

3. **SPECIFICATION**

3.1. Quality and Inspection

All plants shall be nursery grown, unless otherwise noted in the plant list. Materials taken from another source will be acceptable upon the consent of the city. All plants shall be subject to inspection in the nursery, or at the source. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions or disfigurement. Plants shall not be pruned prior to delivery, except if otherwise stated in the plant list or upon approval of the city. The city shall be furnished with a Certificate of Inspection and/or a Certificate of Compliance with Quarantine Regulations, wherever such rules and regulations apply. All plant material shall conform to the "American Standard for Nursery Stock" sponsored by the American Association of Nurserymen.

3.2. Measurements

The height and spread of all plants shall be measured with the plants in normal position. The caliper of all trees specified as six (6) inches or under shall be measured six (6) inches above the surface of the ground. Where minimum and

maximum dimensions have been stated, the plant material shall be equally proportioned as to size, unless otherwise noted.

3.3. Shape and Form

Plant material shall be normal, natural and typical for the variety, except in the case of hedge material, or where otherwise stated. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape.

3.4. Topsoil

Special topsoil and fertilizer for planting shall be furnished by the Contractor. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.

The special topsoil shall be 4" of Perennial Blend Soil Mix, a loamy sand, containing 9.26 organic matter, 82% sand, 10% silt, and 8% clay. Base soil shall be installed from bottom of curb to 4" below finished grade, and shall be a Yard Blend Soil Mix, a loamy sand containing 2.38% organic matter, 84% sand, 8% silt, and 8% clay. Mycorrhizal inoculants for treating roots shall be used in all plantings at the manufacturer' recommended rate. Mykos for trees and shrubs or equal and Mykos for Annuals and Perennials, or equal.

3.5. Mulching

Mulch will be 4" shredded cedar mulch around trees and shrubs and 3" depth around perennials. Mulch shall not be installed within 3" of the trunks of trees and shrubs.

3.6. Stone Landscape

Stone landscape wall to be constructed of Native Michigan Fieldstone. Pieces of stone to be 4-12" thick, 6-12" deep and 12-24" wide. 98 lineal feet of wall with approximately 175 square feet of face (including +/-6" below grade) .

Information Only: Honeycomb Stone landscape wall to be constructed of Honeycomb wall stone, natural Michigan outcropping from the upper peninsula of Michigan. Stone to be 4-8" thick, 12-24" deep and 2-4' wide. 98 lineal feet of wall with approximately 175 square feet of face (including +/-6" below grade).

3.7. Edging

Edging will be 4" x 1/8" steel with 12" steel stakes, 6 per 16' piece of edging.

3.8. Planting

Spread planting soil mixture to minimum depth required to meet lines, grades and

elevations shown, after light rolling and natural settlement. Place approximately ½ of total amount of planting soil required. Work into top of loosened sub grade to create a transition layer, and then place remainder of the planting soil. Each tree and shrub shall be planted in an individual hole which must be at least eighteen inches (18”) greater in diameter than the ball or root system. Before backfilling, the burlap shall be cut away from the upper one-third of the ball and the balance thereof loosened from the ball and spread out. Adjusting the tree for proper depth of planting, setting in a plump position, and proper facing must be done before the burlap is removed. Backfilling must be done with special topsoil. This backfilling operation shall be done in layers not over nine (9) inches in depth and each layer settled with water. Enough topsoil shall be used to bring the surface to finished grade when settled. A “slight saucer” shall be formed around each tree to hold additional water, except in clay type soil.

For perennials and ornamental grass, hand dig each excavation twice as wide as container.

Trees shall be approximately the same depth they were in the nursery or collecting grounds.

3.9. Guying Trees

All trees shall be guyed or staked where necessary, or where good planting practice recommends it. The tree stakes shall be cedar poles not less than two inches (2) in diameter or steel fence posts.

- (a) Trees shall be supported with three (3) 8-foot stakes driven firmly into the ground 18" below tree pit, outside the root ball area.
- (b) shall have support wire placed 2/3 up tree using length of rubber hose to keep the wires from coming in contact with the bark.
- (c) 12 gauge wire minimum.

3.10. Pruning Trees and Shrubs

Each tree shall be pruned to preserve the natural character of the plant and in a manner appropriate to its particular requirement. In general, at least one-third of the wood shall be thinned out. But, in any event, pruning shall be done with specific instructions by the city.

3.11. Guarantee

All plantings shall carry a full replacement guarantee for one (1) full growing year from date of project completion.

Any tree that, in the opinion of the Landscape Architect, requires replacement shall immediately be removed from the site and shall be replaced, in proper season, with a plant of equal specifications as the original planting.

Replaced plant material will carry this same guarantee.

**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.

<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Yard Blend Soil Mix	CYD	80	\$	\$
2. Perennial Blend Soil Mix	CYD	38	\$	\$
3. Shredded Cedar Mulch	CYD	32	\$	\$
4. 4-12" Native Michigan Fieldstone	CYD	11	\$	\$
5. Whitespire Grey Birch 2-1/2" Caliper	EA	2	\$	\$
6. Bosnian Pine 6' Height	EA	1	\$	\$
7. Mykos Mychorrize, tree & shrub	80	CUPS	\$	\$
8. Mykos Mychorrize, perennials	96	CUPS	\$	\$
9. Steel Edging w/stakes 16 lin. Ft.	EA	20	\$	\$
10. Home Run Rose, Red 16" Height	EA	5	\$	\$
11. Compact Andorra Juniper 18" Spread	EA	25	\$	\$
12. Shenandoah Switch Grass 1 Gal.	EA	20	\$	\$
13. The Blues Little Bluestem 1 Gal.	EA	50	\$	\$
14. Dianthus 1 Gal.	EA	490	\$	\$
Total				\$ _____

<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
INFORMATION ONLY:				
ADD: Honeycomb Wall Stone	TON	12	\$	\$
DELETE 4-12" Native Michigan Fieldstone	CYD	11	-\$	-\$
Total Alternate 1				\$_____

BIDDER FIRM: _____

BY: _____
Signature

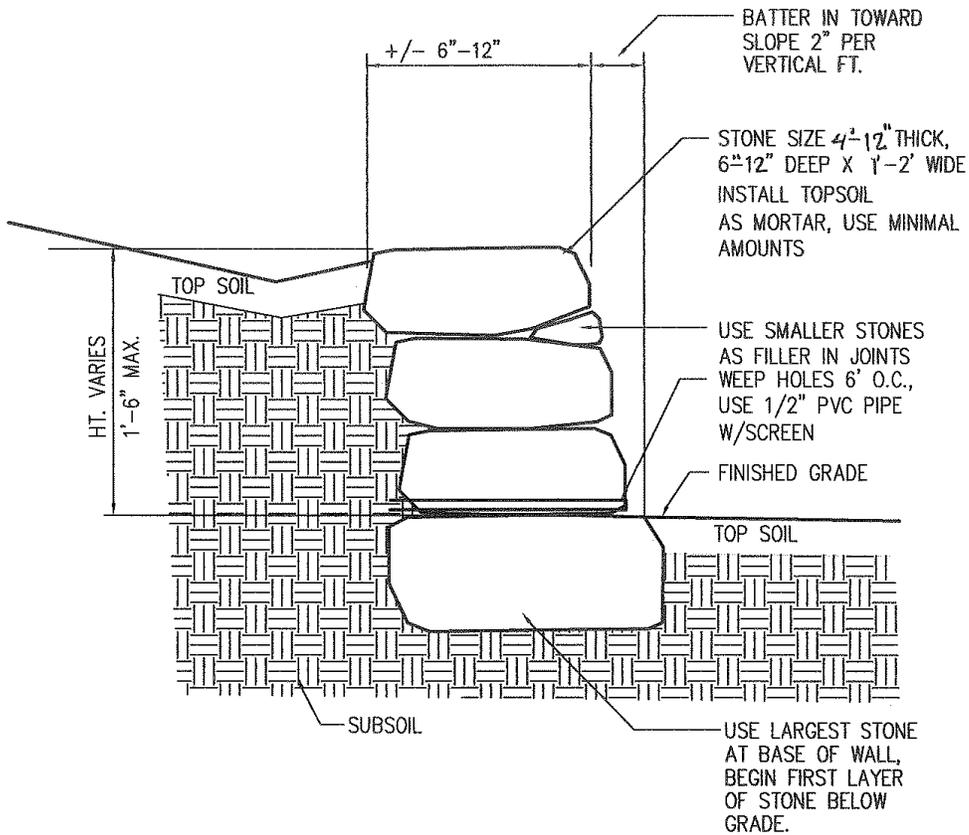
DATE: _____

BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

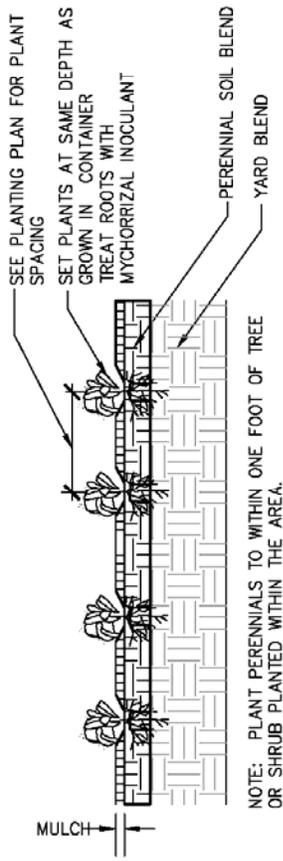
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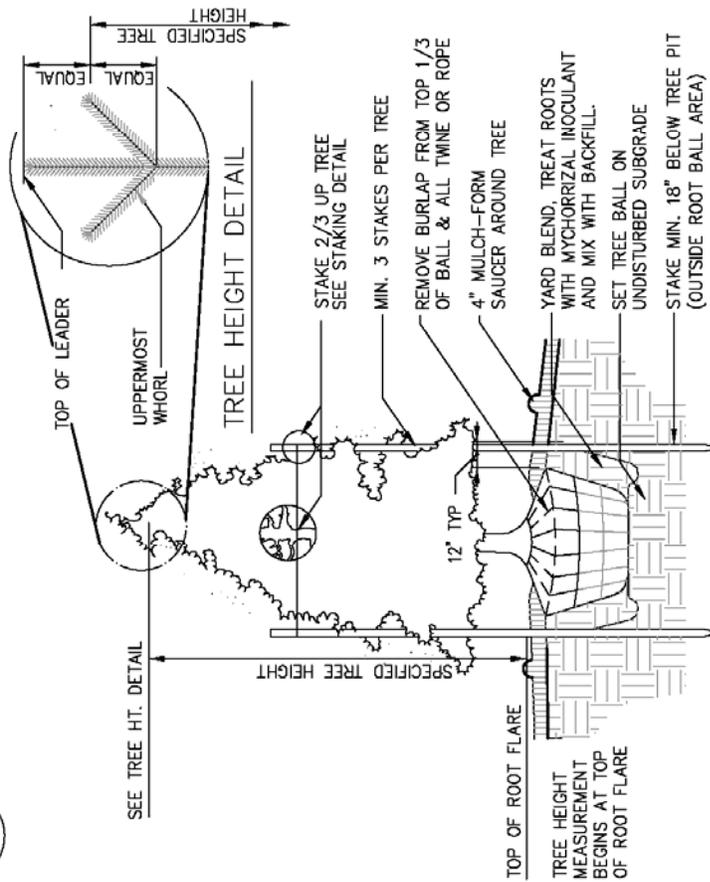
1

Fieldstone Retaining Wall

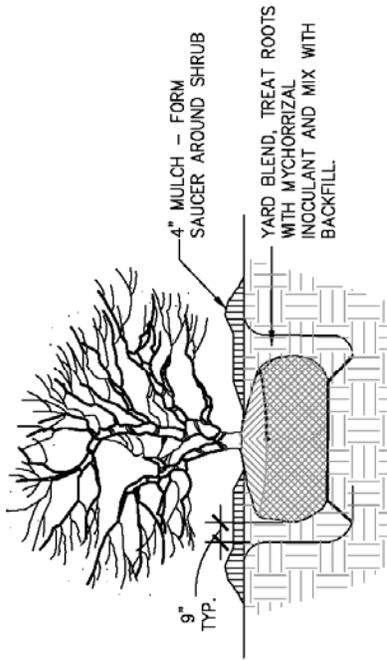
NOT TO SCALE



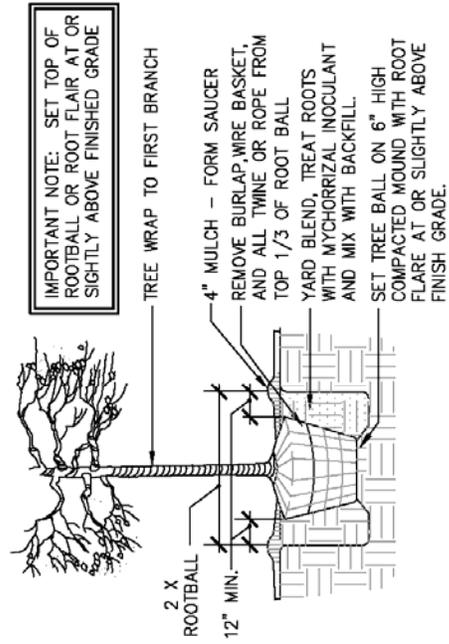
3 Not to Scale



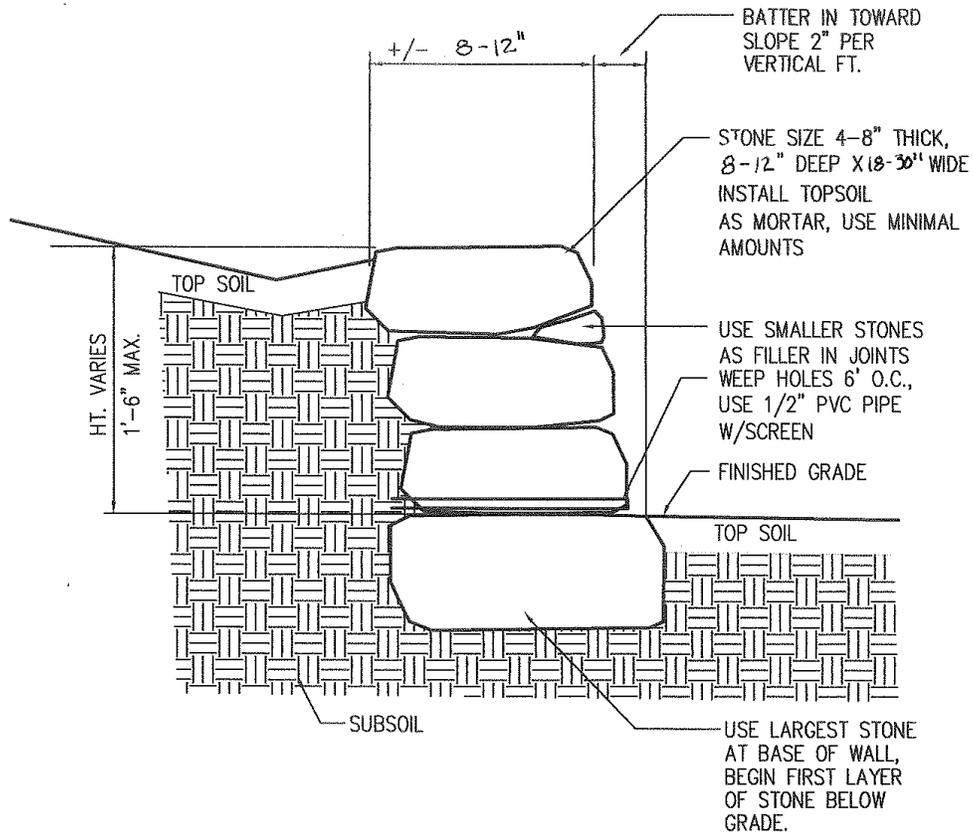
4 Not to Scale



5 Not to Scale



6 Not to Scale



2 Alternate
Honeycomb Stone Retaining Wall
NOT TO SCALE

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the _____ day of _____, 2011, 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 _____, 2011, 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. Drawings/Details
- 6. Instructions to Bidders
- 7. 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: _____

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.