

## NOTICE

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

### Central Cemetery Asphalt Overlay

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: August 8, 2012

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Thursday, August 30, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Central Cemetery Asphalt Overlay

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: Central Cemetery Asphalt Overlay

FOR OPENING: August 30, 2012 at 3:00 p.m. in Conference Room #1

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/Departments/Purchasing/BidOpportunities.aspx](http://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. In addition, contracts will be awarded pending City Council budget approval.

If you have any questions regarding purchasing procedures, please phone the Purchasing Department at (269) 324-9284. If you have questions regarding the specifications, please call Ray Waurio, Deputy Director of Streets & Parks Maintenance at (269) 329-4430.

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### Attachments

Draft Contract and Bond Forms

## **1. INSTRUCTIONS TO BIDDERS**

- 1.1. **FORM**-- Each Bid shall be made on a form prepared therefore by the Purchasing Agent and included as 1 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. **DISCREPANCIES** – In case of a difference between the stipulated amount of the bid written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- 1.3. **MODIFICATIONS** -- Proposal shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- 1.4. **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.
- 1.5. **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.
- 1.6. **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.
- 1.7. **OPENING** -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.8. **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 Documents. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

- 1.9. 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.
- 1.10. 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 1 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.
- 1.11. 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.

- 1.12. 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 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.

- 1.13. 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.
  
- 1.14. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of 120 days after the date of opening set forth in the advertisement.
  
- 1.15. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment to (269) 329-4535 in the following manner.
  - 1.15.1. Transmittal page must be plainly marked:  
 “Sealed Bid \_\_\_\_\_ for opening \_\_\_\_\_.”  

Bid Name
Date
  
  - 1.15.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.
  
  - 1.15.3. 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.

1.15.4. 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.

1.16. 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.

1.17. 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 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:

1.17.1. 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.

1.17.2. 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.

1.17.3. 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.

1.17.4. 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.

1.17.5. 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 \$1,000,000  
Combined Single Limit (including sub-contractors)

C. Comprehensive Automobile Liability \$1,000,000  
Combined Single Limit (Injury and Property Damage)

D. Umbrella or Excess Liability \$2,000,000

1.17.6. Notice of Cancellation or Intent Not to Renew

The certificates of insurance indicated above shall be endorsed to provide that a 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.

1.17.7. Evidence of Coverage

The Insurance Certificates referenced in Paragraph 1 above must be submitted within 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.

1.18. 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 there from 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.

- 1.19. Basis of Award  
Award will be made to a responsive and responsible bidder whose Total Bid is lowest and determined 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.
- 1.20. City Contract Administrator  
The Deputy Director of Streets & Parks Maintenance shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.
- 1.21. Laws and Municipal Ordinances  
The Contractor shall be fully informed of all laws and municipal ordinances and regulation in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The 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.

1.22. 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.

1.23. 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.

1.24. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

**2. GENERAL SPECIFICATIONS**

2.1 PROJECT DESCRIPTION

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 and Special Provisions included herein, unless otherwise directed by the Project Manager.

The work generally consists of the preparation, cold milling, paving, and restoration. Such work shall be performed in accordance with the location and other information contained in this document.

2.2 CENTRAL CEMETERY PAVING (MATERIAL & EQUIPMENT SPECIFICATIONS):

**2.2.1 Central Cemetery Asphalt Overlay Specifications**

1. Material Specification, HMA

This activity will consist of the milling of existing asphalt and replacing with 165 #/SYD MDOT 36A Modified mix (PG 64-22) at the Central Cemetery. Unit price shall be by U. S. ton and shall include all base preparation, traffic control, signage, and clean-up associated with the placement of asphalt.

2. Cold Mill HMA Surface

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 at Central Cemetery. Cold mill bituminous surface shall be at a depth of 1.5 inches on asphalt lanes or as directed by the Project Manager. The width of the milling shall be as specified per the by the Project Manager. The unit price bid, in square yards, shall be for all equipment, labor, and material necessary to complete the milling as specified. The City reserves the rights to all milled materials from the cemetery which shall be delivered to the City of Portage Compost Site at 10905 Oakland Drive.

3. Base Prep

The contractor shall satisfy himself as to the nature of the distribution of the materials adjacent to the pavement. Cemetery lanes are to be paved at a width directed by the Project Manager. Base preparation costs will be included in the price/ton of HMA.

The contractor shall grade the area adjacent to the pavement at a proper grade for drainage purposes, while still maintaining the existing crown integrity of the lane. Any vegetation bearing soil found within the paving area will be graded out. Graded material shall be removed from the area prior to paving and the grading costs will be included in the price/ton of HMA.

4. Traffic Control

The contractor shall be responsible to develop a traffic maintenance control plan and submit it for approval to the

Project Manager. Access to side streets and driveways will be maintained at all times.

On all portions of the project and impacted areas, Contractor shall place construction signing and barricading as depicted in the approved traffic maintenance control plan.

All traffic control and construction signage (traffic regulators, 42" grabber cones, signage, arrow boards, and barricades) will be included in the HMA unit price.

5. Laying Out of Work

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements used to prepare this document. Any difference which may be found, shall be submitted to the Deputy Director of Parks & Streets Maintenance for consideration before proceeding.

6. Backfilling of Curb and Gutter Pan

After a minimum of 2 days, the newly paved cemetery lanes shall be back filled. The backfill shall be compacted and leveled and topped with processed topsoil, approved by the Project Manager, which shall be leveled to the top new asphalt adjacent existing ground.

7. Schedule

The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. All work on this contract shall be completed by October 5, 2012. The Contractor shall schedule his/her work to accommodate the City's scheduled completion date. Hours of work to be 7:00 a.m. to 7:00 p.m., Monday through Friday. In the event that this schedule requires night, weekend or overtime work, the contractor will not receive additional compensation. All work shall be part of this contract without regard to when it takes place.

8. Removal of Rubbish

The Contractor shall remove all rubbish and accumulated materials due to his/her construction.

## 2.3 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of 2 years from the final acceptance of the completed work and shall repair, replace or make good any materials or work which shall fail to function or perform or be found defective, without cost to the City.

2.4 INTENT

It is the intent of these specifications to provide for all labor, materials, tools and equipment necessary to perform in a workman-like manner the street resurfacing work for the City of Portage, as delineated and specified herein.

2.5 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.

2.6 INSPECTION OF WORK

The City will maintain inspectors on the job who shall at all times have access to the work and quality control.

2.7 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.

Bituminous mixtures not meeting specifications shall be rejected and shall be replaced at no expense to the City.

**3. COORDINATION CLAUSE – UTILITIES**

The below listed utilities may have facilities in the areas where work under this contract will be performed. The utilities are listed to indicate owner only.

<u>Utility</u>	<u>Owner</u>
Gas	Consumers Energy Company
Electric	Consumers Energy Company
Telephone	SBC Communications
CATV	Charter Communications
Water	City of Portage – United Water

Sanitary  
Traffic Signals  
Fiber Optics

City of Portage – United Water  
City of Portage  
AT&T, US Sprint, Fiberlink

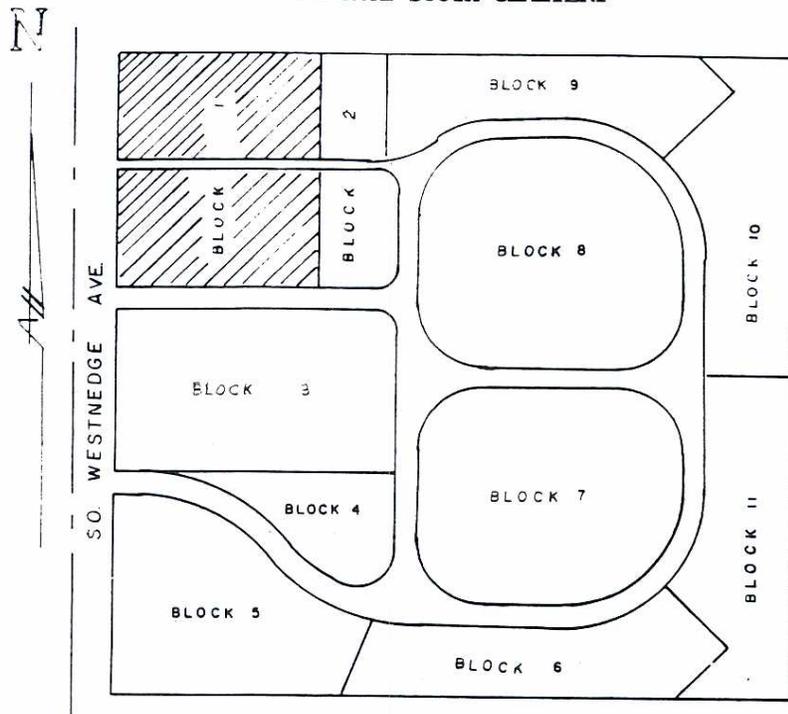
On all projects “72 Hours before you Dig - Call Miss Dig Toll Free” . . .  
(800) 482-7171.

Owners of public utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor’s operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City, or for delays on construction due to the encountering of existing utilities that are, or are not shown, on the plans.

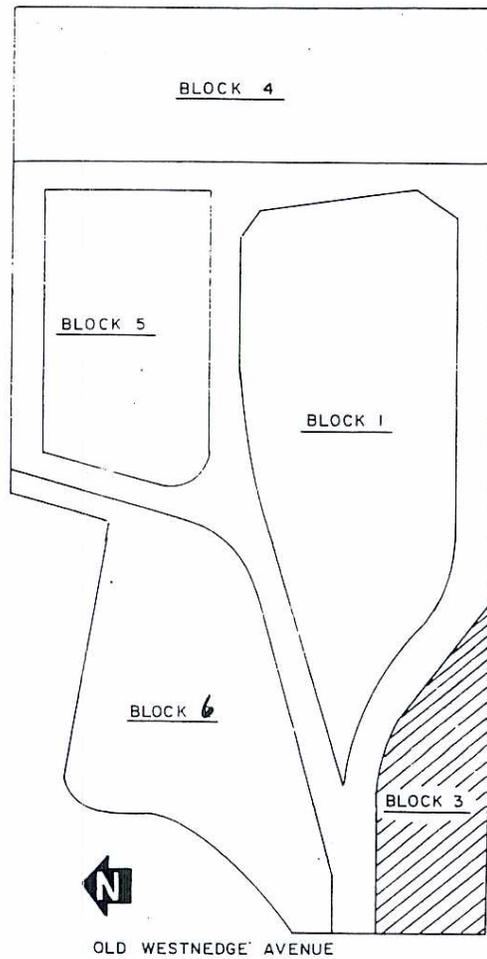
Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in the contract.

PORTAGE SOUTH CEMETERY



**CITY OF PORTAGE**  
DEPARTMENT OF PUBLIC WORKS  
7800 SHAVER ROAD  
PORTAGE, MICHIGAN

PORTAGE CENTRAL CEMETERY



#### **4.0 CITY OF PORTAGE BID FORM**

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

The undersigned hereby proposes to furnish all labor, construction equipment, 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. 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 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.

<p><b>Disclosure:</b> Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: _____          _____          (address of disposal site*)</p> <p>Name &amp; Address of _____          Disposal Site Owner _____</p> <p>*Attach separate sheet(s) for multiple disposal sites.</p>
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**2012 Central Cemetery Asphalt Overlay**

ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	Overlay w/165 #/SYD w/MDOT 36A Mod HMA	TON	377	\$ _____	\$ _____
2	Cold Mill HMA Surface ( 1.5 inches)	SYD	11	\$ _____	\$ _____

<b>Total Bid</b>	\$ _____
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Traffic control and mobilization shall be included in the price per ton of asphalt.

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

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 Signature Please Print

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

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

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

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

## *DRAFT CONTRACT AGREEMENT*

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 \_\_\_\_\_, 2012, 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 Central Cemetery Asphalt Overlay 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 \_\_\_\_\_, 2012, the sum of which shall be,

(amount in words)	\$ (in figures)
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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 Bid
4. Advertisement for Bids
5. Instructions to Bidders
6. Specifications
7. Utilities Coordination

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

# Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Portage to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the City of Portage shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Portage may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Portage to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

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 \_\_\_\_\_, to  
agreements.  
\_\_\_\_\_

print or type name

print or type name of business (insert d/b/a if one exists)

\_\_\_\_\_  
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.

**CITY OF PORTAGE**

**LABOR AND MATERIAL BOND**

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

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

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

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

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)