

NOTICE

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

Evergreen Street Storm Drainage Improvements

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: September 11, 2012

NOTICE TO BIDDERS

The City of Portage will open sealed bids on September 27, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Evergreen Street Storm Drainage 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: Evergreen Street Storm Drainage Improvements

FOR OPENING: September 27, 2012

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage at www.portagemi.gov/government. Documents and plans for bidding purposes must be requested from the City of Portage Purchasing Department at (269) 324-9284. Complete 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 Jereme Rowland, Project Manager, at (269) 329-4428.

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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. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.7. 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 as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.8. 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.

- 1.9. 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.
- 1.10. 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..

- 1.11. 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.

1.12. 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.

1.13. 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.

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

1.14.1. Transmittal page must be plainly marked:

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

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

1.14.3. 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.

1.14.4. **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.**

1.15. 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. Contract Conditions and Specifications are also available at www.portagemi.gov/government/bid_on_project.asp

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 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
Combined Single Limit (including sub-contractors) | \$1,000,000 |
| C. | Comprehensive Automobile Liability
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 and to the Engineer of cancellation or of intent not to renew.

1.16.7. Evidence of Coverage

The Insurance Certificates referenced in Paragraph 1 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 Grand Total is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

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

1.19. 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.

1.20. Liquidated Damages

If the contractor does not complete the work as defined by Section 7.6, the City of Portage is authorized to retain \$300.00 per calendar day if substantial completion is not met by November 16, 2012, and \$100.00 for each calendar day by which the Contractor shall fail to complete all work by May 24, 2013. The sum shall constitute liquidated damages and is not a penalty.

2. SCOPE OF WORK –

- 2.1. Background: Evergreen Street has a history of flooding in the area indicated on the attached location map. The flooding adversely affects the motoring public by standing storm water over the roadway and creates safety issues. Storm water in the identified areas also causes flooding issues onto private property. The existing storm drainage facilities in the affected areas are either over taxed and cannot handle normal rain event volumes, or simply have outlived their usefulness and are in need of upgrading.
- 2.2. Proposed Project: The City of Portage Department of Transportation and Utilities is soliciting sealed bids for repairs/upgrades to be made to the storm water system located in the vicinity of 6538/6545 Evergreen Street. Work includes the connection to the existing storm water system, and the installation of an underdrain system beneath Evergreen Street. The Contractor is to provide all equipment, labor, and materials necessary to perform the specified work. Drawings detailing work and the location are included in the bid package. Full size plans will be available from the City of Portage Purchasing Department.
- 2.3. All work shall be constructed as shown on the plans.

- 2.4. All disturbed driveways, sidewalks, curbs and gutters, and pavement will be replaced by the contractor as specified in the City of Portage Contract Conditions and Specifications.
- 2.5. Asphalt, concrete or other materials requiring removal from the job site shall be disposed of in a proper manner.
- 2.6. Progress Schedule: The work shall begin within 10 days after receiving a Notice to Proceed, or no later than October 16, 2012. In no case shall any work be commenced prior to receipt of formal Notice to Proceed by the City of Portage. The project shall be substantially completed by November 16, 2012. Final completion by May 24, 2013.

3. SPECIFICATIONS

- 3.1. Standard Contract Conditions and Specifications: All work shall be done according to the City of Portage Standard Contract Conditions and Specifications, unless otherwise specified in the Special Provisions contained in Section 4.
- 3.2. Profiles and Topography: Topography and profiles of the ground are shown on the plans which accompany these specifications. These profiles and topography are believed to be reasonably correct, but are not guaranteed to be absolutely so, and together with any schedule of quantities, are presented only as an approximation.
- 3.3. Driveway Replacement: All disturbed concrete driveway surfaces shall be replaced with 6 inches of Portland cement placed over 2 inches of compacted sand or suitable base material. Concrete mixture shall be P1 or S2 with limestone or slag aggregate.

4. SPECIAL PROVISIONS

4.1. Drainage System Installation

The Contractor shall remove the roadway and necessary curb/driveway approaches in order to install the system as per plans. The contractor shall provide all the necessary materials, equipment, and labor to install the new drainage system and secure the worksite from casual entry while the project is underway. The Contractor shall install the underdrain system, as manufactured by StormTech/ADS, as specified below:

4.1.1. Chambers shall be Stormtech SC-740.

4.1.2. Chambers shall be manufactured from virgin polypropylene or polyethylene resins tested using ASTM standards.

- 4.1.3. Chambers shall be designed in accordance with ASTM F2787, "standard practice for structural design of thermoplastic corrugated wall stormwater collection chambers".
- 4.1.4. Chamber rows shall provide continuous, unobstructed internal space with no internal support panels.
- 4.1.5. The structural design of the chambers, the structural backfill and the installation requirements shall ensure that the load factors specified in the ASSHTO LRFD bridge design specifications, section 12.12 are met for: 1) long-duration dead loads and 2) short-duration live loads, based on the ASSHTO design truck with consideration for impact and multiple vehicle presence.
- 4.1.6. Only chambers that are approved by the engineer will be allowed. The contractor shall submit (3 sets) of the following to the engineer for approval before delivering chambers to the project site:
 - A. A structural evaluation by a registered structural engineer that demonstrates that the load factors specified in the AASHTO LRFD bridge design specifications, section 12.12 are met. The 50-year creep modulus data specified in ASTM F2418-05 must be used as a part of the AASHTO structural evaluation to verify long-term performance.
- 4.1.7. Chambers shall be produced at an ISO 9001 certified manufacturing facility.
- 4.1.8. All design specifications for chambers shall be in accordance with the manufacturer's latest design manual.
- 4.1.9. The installation of chambers shall be in accordance with the manufacturer's latest installation instructions.
- 4.2. Sanitary Sewer Installation: In conjunction with the storm drainage work, it will be necessary to replace the sanitary sewer main within the limits of the project based on the following specifications:

- 4.2.1. Sanitary sewer main shall be constructed using a minimum Class 52 ductile iron pipe, and flexible rubber couplings at joints installed per City of Portage specifications.
- 4.2.2. Installation of new sanitary sewer main shall take place during off peak flow hours, generally after 8:00 AM.
- 4.2.3. During the installation of the sanitary sewer, an inflatable ball shall be placed upstream of the work area at the intersection of Tattersall to stop flow. Coordination with the city's utility contractor will be made to place a vacor truck at intersection to remove sewage from manhole during installation.
- 4.2.4. It will be necessary to tie over existing sanitary leads from the new main to the back of curb at the affected properties.
- 4.3. Water Service Installation: Due to the location of the storm drainage system, it will also be necessary to remove and adjust water services within the project limits. The water services shall be run from the corporation on the water main to the existing curb stop. The adjusted services shall be placed approximately half way between the top of the sanitary sewer main, and bottom of the storm infiltration system. Water services shall remain in service until necessary to tie over, at which point the residents shall be notified ahead of time, and work will be completed in a timely manner. It is not anticipated that new taps will need to be made onto the water main, however should it become necessary, coordination shall be made with the City's utility contractor to make the tap, and the contractor will be responsible to provide the new corporations at the bid unit price.
- 4.4. Structure Installation Utility Conflict Allowance: An 'allowance' pay item has been specified for unanticipated utility conflicts during the installation of the storm sewer structures. This allowance will be utilized to mitigate unforeseen utility conflicts. This allowance will not be utilized without the written authorization of a cost proposal prepared and submitted by the contractor to the City Engineer. The allowance amount in the contract is an estimated amount and may or may not be used depending upon the location conditions encountered during construction. The work will be paid for based upon the accepted cost proposal. The contractor shall make no claim for loss of overhead and profit if this allowance is not utilized.
- 4.5. Miscellaneous Landscaping Restoration Allowance: This work shall consist of the installation, repair, replacement, and/or modification of existing landscape features on covered in the restoration pay item. Features include but are not limited to: lawn sprinkler systems, landscape block or stone retaining walls, specialty trees, shrubs, or other plantings, and individual landscape items as directed by the Project Manager. For lawn irrigation systems, contractor shall coordinate irrigation locations and repair with the affected property owner and

the property owner's irrigation contractor. This allowance will not be utilized without written authorization of a cost proposal prepared and submitted by the contractor to the Project Manager. This allowance amount in the contract is an estimated amount and may or may not be used depending upon the location conditions encountered during construction. The work will be paid for based upon the accepted cost proposal. The contractor shall make no claim for loss of overhead and profit if this allowance is not utilized.

- 4.6. Connections to Existing Storm Sewer Pipe: There will be no separate pay items for this work. Connections shall be considered incidental to the Storm Sewer pay items. Contractor is required to provide a watertight connection to the existing storm sewer or structures.
- 4.7. Pavement Replacement: Replacement of asphalt road surface will be done in accordance with City Specifications. Due to potential seasonal restrictions, the contractor shall only place the 13A leveling course this calendar year. The contractor shall place the 1.5 inch 36AA surface course next calendar year, prior to the May 24, 2013 deadline.
- 4.8. Residential Access: The contractor shall make possible as much uninhibited access to adjacent homes as is reasonably possible. Due to the nature of the work limited access is expected, however the contractor shall provide access to drives when feasible.
- 4.9. Construction Signing and Traffic Control

- 4.9.1. General Requirements:

Local traffic shall be maintained on all roads at all times throughout the construction. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc., required on this project. The Contractor shall coordinate this work with other contractors performing work within the construction influence area or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing and the orderly progress of work.

The Contractor shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the Construction Influence Area for the safety and protection of through and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades and channeling devices at the intersecting street on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans.

- 4.9.2. Project – General

The Contractor shall provide barrels, barricades and other necessary signage during construction operations, whenever one or more lanes which are open to traffic will be temporarily blocked.

Necessary emergency work performed by the City will be billed against the Contractor.

Walks, driveways and entrances to buildings shall not be unnecessarily blocked. Vehicular access shall be maintained to all properties designated by the Engineer at all times. Construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times. When partial widths of new pavement are available to traffic, access to drives shall be provided immediately.

4.9.3. Traffic Control Devices

All traffic control devices and their usage shall be in accordance with provisions in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 1994 Edition as revised. All construction signs, unless otherwise noted, shall be 48 x 48 inches, mounted at a bottom height of 5 feet and placed as indicated on the plans. When signs are no longer applicable, they shall be removed or have their legend completely covered with plywood or approved equal. When signs are mounted on Type III barricades, all signs shall be mounted above the Type III barricade.

Channeling devices shall be used to separate traffic from the work and if directed by the Engineer or shown in the plan sheets to separate opposing traffic lanes. Type II Lighted Barricades (plastic drums) may be used during both daytime and night time operations.

Plastic cones may be used as channeling devices only during daylight hours. If plastic cones are used, they shall be a minimum of 28 inches in height and placed as directed by the Engineer. Metal drums or metal barrels shall not be used as traffic control devices.

All signs, unless otherwise noted, shall be placed on 3 pound driven posts and each Type III Barricade (8 foot and 12 foot) shall be weighted with a minimum of 12 sandbags each weighing 30 pounds.

4.9.4. Basis of Payment

Payment for all work of maintaining traffic shall be incidental to the contract.

4.9.5. Public Utilities – Utility Coordination

The following utility owners have facilities located within the public right-of-way:

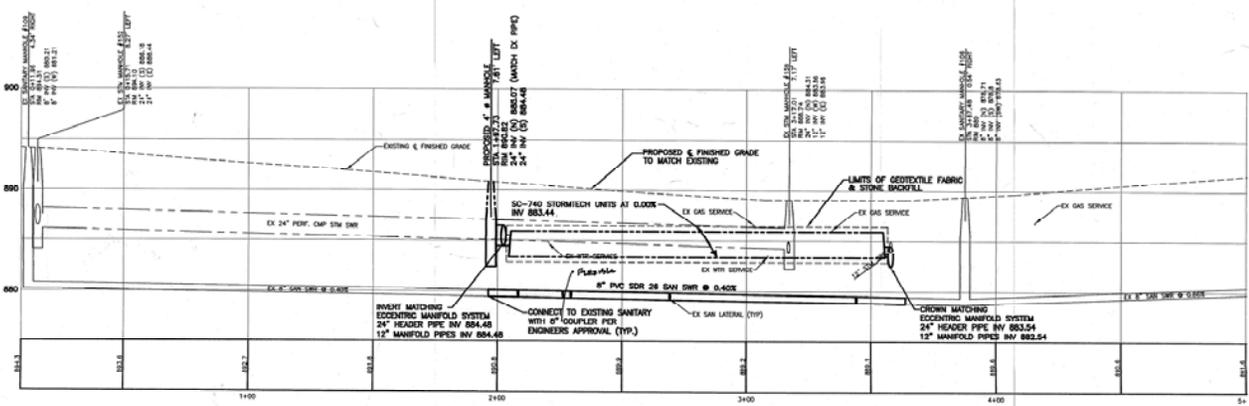
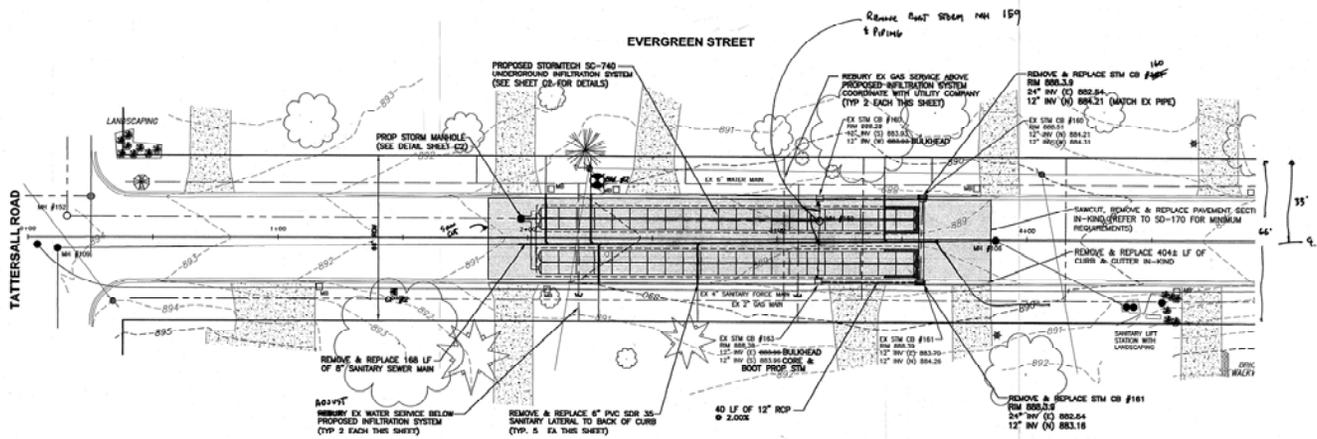
Natural Gas & Electric	Consumers Energy Company 2500 East Cork Street, Kalamazoo, MI (269) 381-6130
Cable	Charter Communications 4176 Commercial Avenue, Portage, MI
Telephone	AT&T 2919 Millcork Street, Kalamazoo, MI (269) 323-0003
Sewer & Water	City of Portage, United Water, Contract Operator 7719 S. Westnedge Ave, Portage, MI (269) 324-9235

- 4.9.6. The Contractor shall call “Miss Dig” a minimum of three working days prior to beginning construction operations. Saturday, Sundays and Holidays shall not be included as a working day. On all projects:

“3 Days before you Dig – Call Miss Dig – Toll Free” (800) 482-7171

- 4.9.7. The owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the highway right-of-way. 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 hazard to the public or are extraordinarily dangerous to the Contractor’s operations.
- 4.9.8. 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 of construction due to the encountering of existing utilities that are, or are not, shown on the plans.
- 4.9.9. 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 contract unit prices.

**FULL SIZE PLANS ARE AVAILABLE BY CONTACTING THE PROJECT MANAGER,
JEREME ROWLAND, AT 269 – 329-4428
(reduced size copies are attached)**



BENCHMARK
 BM# 1 ELEVATION 88.81' (NOT SHOWN)
 SEE CHECKED "X" ON THE EAST-SOUTHEAST PLUMB LINE ON LOTLINE, LOCATED ON THE EAST SIDE OF EVERGREEN STREET, ON THE SOUTH SIDE OF HOUSE #633.

BM# 2 ELEVATION 89.84'
 FOUND BALKING SPACE IN THE NORTH SIDE OF A UTILITY POLE, LOCATED ON THE EAST SIDE OF EVERGREEN STREET, ON THE SOUTH SIDE OF HOUSE #633.

NOTES
 1. CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

- PROPOSED LEGEND**
- PROPOSED STORM SEWER
 - PROPOSED STORM CATCH BASIN
 - PROPOSED WATERMAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED MANHOLE

- EXISTING LEGEND**
- ▲ - TRANSVERSE POINT
 - - WELL
 - - HIGHWAY
 - - MONUMENT
 - - FOUND IRON STATE
 - - IRON
 - - IRON SIGN
 - - GUY POLE
 - - GUY ANCHOR
 - - UTILITY POLE
 - - LIGHT POLE
 - - POST
 - - SOIL BORING
 - - U.G. UTILITY MARKER
 - - MARK SIGN
 - - FIRE HYDRANT
 - - WATER VALVE
 - - GAS METER
 - - WATER METER
 - - TELEPHONE RISER
 - - ELECTRIC METER
 - - CATCH BASIN
 - - ROUND CATCH BASIN
 - - UTILITY MANHOLE
 - - STORM MANHOLE
 - - SANITARY MANHOLE
 - - ELECTRIC MANHOLE
 - - TELEPHONE MANHOLE
 - - SIGN
 - - OBSCURIOUS TREE
 - - U.G. UTILITY MARKER
 - - MARK SIGN
 - - WATER UTILITY LINE
 - - TELEPHONE UTILITY LINE
 - - ELECTRIC UTILITY LINE
 - - GAS UTILITY LINE
 - - STEAM UTILITY LINE
 - - STORM UTILITY LINE
 - - SANITARY UTILITY LINE
 - - FIBER OPTIC UTILITY LINE
 - - OVERHEAD UTILITY LINE



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG! 1-800-482-7171

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CITY OF PORTAGE
 PORTAGE, MICHIGAN
EVERGREEN UNDERGROUND INFILTRATION
 KALAMAZOO COUNTY, MICHIGAN

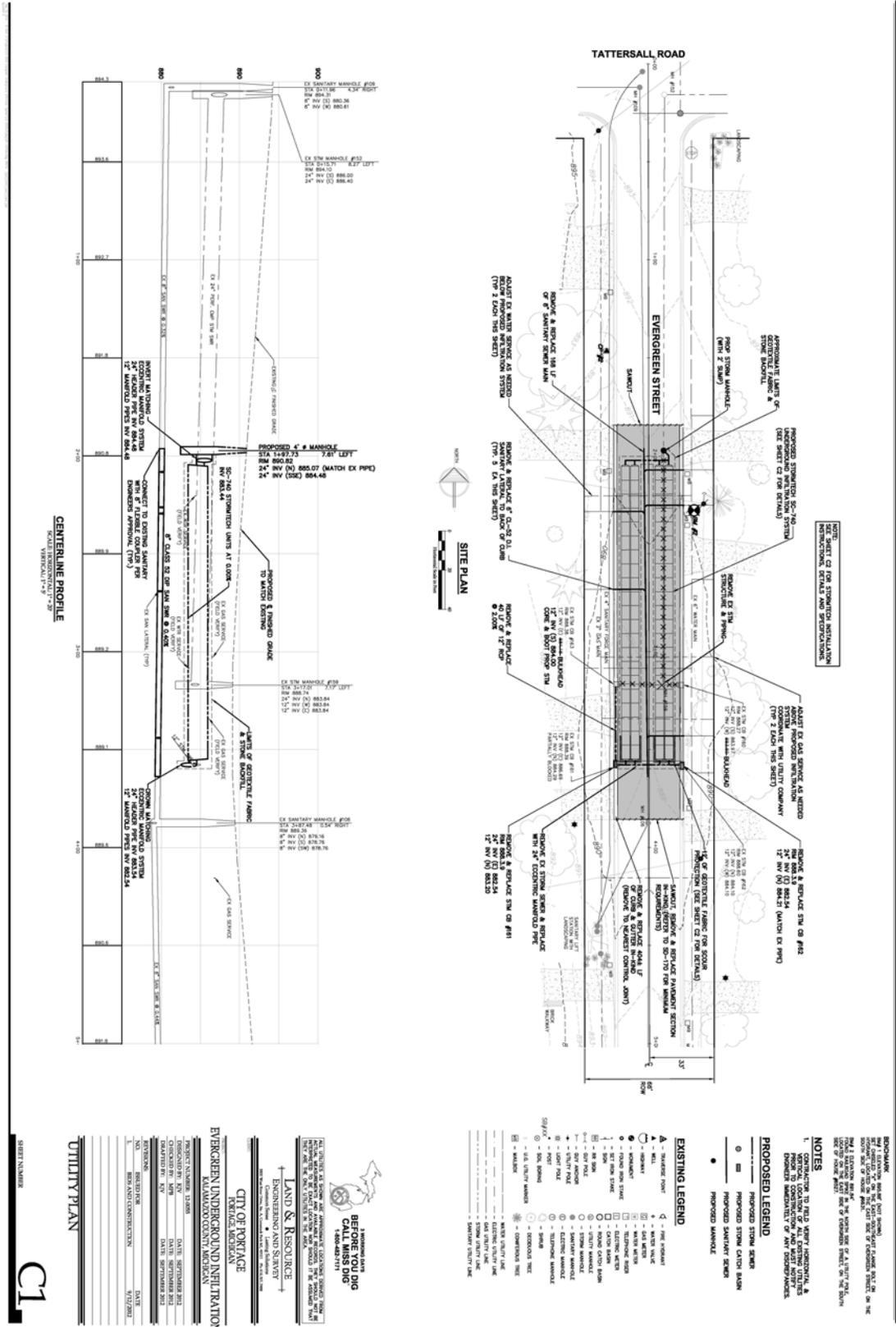
PROJECT NUMBER: 124055
 DESIGNED BY: RJV DATE: XX-XX-XX
 CHECKED BY: RJV DATE: XX-XX-XX
 DRAFTED BY: RJV DATE: XX-XX-XX

REVISIONS:
 NO. ISSUED FOR DATE

UTILITY PLAN

SHEET NUMBER

C1



PROPOSED LEGEND

- PROPOSED STORM SEWER
- PROPOSED STORM CATCH BASIN
- PROPOSED SAMPLING SEWER
- PROPOSED MANHOLE

EXISTING LEGEND

- EXISTING STORM SEWER
- EXISTING STORM CATCH BASIN
- EXISTING SAMPLING SEWER
- EXISTING MANHOLE

NOTES

- VERIFY ALL EXISTING UTILITIES AND RECORD THEM ON THE SITE PLAN.
- VERIFY ALL EXISTING STORM SEWER AND RECORD THEM ON THE SITE PLAN.
- VERIFY ALL EXISTING STORM CATCH BASINS AND RECORD THEM ON THE SITE PLAN.
- VERIFY ALL EXISTING SAMPLING SEWERS AND RECORD THEM ON THE SITE PLAN.
- VERIFY ALL EXISTING MANHOLES AND RECORD THEM ON THE SITE PLAN.

UTILITY PLAN

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 4'

DATE: 11/21/2011

PROJECT NUMBER: 12088

ENGINEER: J. J. HARRIS

CITY OF PORTAGE

KAMADOCOUNTY MICHIGAN

EVERGREEN UNDERGROUND INFILTRATION

LAND & RESOURCE

ENGINEERING AND SURVEY

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ROBERT NICHOLS

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>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1	Mobilization (\$5,000.00 Max)	1	LS	\$ _____	\$ _____
2	HMA Removal	720	SY	\$ _____	\$ _____
3	Remove Existing Storm Sewer, 12"-24"	184	LF	\$ _____	\$ _____
4	Remove Existing Storm Manhole	1	EA	\$ _____	\$ _____
5	Remove & Replace Concrete Curb & Gutter	440	LF	\$ _____	\$ _____
6	Remove 12-inch RCP Storm Sewer	40	LF	\$ _____	\$ _____
7	Storm Sewer, CL IV, RCP, 12-inch	40	LF	\$ _____	\$ _____
8	Remove & Replace 48-inch Diameter Catch Basin	2	EA	\$ _____	\$ _____
9	Dr Structure, 48-inch	1	EA	\$ _____	\$ _____
10	Sewer Bulkhead, 12-inch	2	EA	\$ _____	\$ _____
11	Core & Boot 12-inch Storm MH	1	EA	\$ _____	\$ _____
12	Sanitary Sewer, CL 52, D.I., 8-inch	188	LF	\$ _____	\$ _____

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
13	Sanitary Sewer, CL 52, D.I., 6-inch	90	LF	\$ _____	\$ _____
14	Sanitary Sewer, CL 52, D.I., 8"x6" Wye	5	EA	\$ _____	\$ _____
15	8-inch Sanitary Flexible Coupler	2	EA	\$ _____	\$ _____
16	6-inch Sanitary Flexible Coupler	5	EA	\$ _____	\$ _____
17	Machine Grading	2	STA.	\$ _____	\$ _____
18	8-inch MDOT 22A Aggregate Base	718	SY	\$ _____	\$ _____
19	1.5-inch MDOT 13A Bituminous Leveling Course	60	TN	\$ _____	\$ _____
20	1.5-inch MDOT 36AA Bituminous Surface Course	60	TN	\$ _____	\$ _____
21	StormTech Underground Infiltration System (including manifold/connector pipes, fabric and stone backfill, etc.	1	LS	\$ _____	\$ _____
22	Remove & Replace ¾-inch Copper Type "K" Water Service	80	LF	\$ _____	\$ _____
23	¾-inch Corporation Stop	2	EA	\$ _____	\$ _____
24	¾-inch Copper Fitting	2	EA	\$ _____	\$ _____
25	Concrete Driveway Approach	26	SY	\$ _____	\$ _____
26	Restoration, (4" Topsoil, Hydroseed)	300	CY	\$ _____	\$ _____
27	Utility Conflict Allowance	1	ALLOW	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
28	Misc. Landscaping	1	ALLOW	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
GRAND TOTAL					\$ _____

I, the undersigned, acknowledge receipt of addenda numbers _____ issued for this contract and which are considered a part of said contract.

BIDDER FIRM: _____

BY: _____

Signature

DATE: _____ BY: _____

Print or Type

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

DRAFT CONTRACT AGREEMENT

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

CITY OF PORTAGE

CONTRACT

THIS CONTRACT made the _____ day of _____, 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 the Evergreen Street Storm Drainage 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 _____, 2012, 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. City of Portage Contract Conditions and Specifications
2. Supplementary Conditions
3. Advertisement for Bids
4. Instructions to Bidders
5. Special Provisions
6. Plans
7. Contractor's Proposal (or bid)
8. Contract (this document)

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
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.

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

Labor and Material Bond

Page 2

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
the presence of:

:

PRINCIPAL:

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.

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)