

NOTICE

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

Police Facility Concrete Sidewalk & Stair Replacement

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: February 7, 2012

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, March 8, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Police Facility Sidewalk and Stair Replacement

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: Police Facility Sidewalk and Stair Replacement

FOR OPENING: March 8, 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/Departments/Purchasing/BidOpportunities.aspx.

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.

There will be a pre-bid meeting at 10:00 a.m. on Tuesday, February 21, 2012 in Conference Room #1 in the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

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

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

INDEX

<u>SECTION</u>	<u>PAGE</u>
Notice to Bidders	Cover
Index	
1. Instructions to Bidders	1
2. Scope of Work	7
3. Specifications	7
4. Special Provisions	7
5. Proposal Form	13
 <u>Attachments</u>	
Project Drawings	
Draft Contract Agreement	

1. INSTRUCTIONS TO BIDDERS

- 1.1. FORM – Each Bid shall be made on a form prepared herefore 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

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 a prior written notice shall be given to the City 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.

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. LAWS AND MUNICIPAL ORDINANCES

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a "Certificate of Authority to Transact Business in the State of Michigan" if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2. SCOPE OF WORK

- 2.1. This project consists of the removal and replacement of approximately 990 square feet of sidewalk, handicap ramp and stairs at the Portage Police Facility, 7810 Shaver Road. The project also consists of the salvage and replacement of handrail adjacent to the work, and the installation of vapor barrier, caulking, and sealing of the completed concrete work. The work limits are shown on the project drawings.
- 2.2. The work shall begin no sooner than April 16, 2012 and shall be substantially completed by May 11, 2012. In no case shall any work be commenced prior to receipt of formal Notice to Proceed by the City of Portage. Final completion of the project shall be by May 22, 2012.

3. SPECIFICATIONS

- 3.1. All work shall be done according to the City of Portage Standard Contract Conditions and Specifications unless otherwise specified or directed by the Director of Transportation and Utilities or his designee.
- 3.2. Concrete Sealer: Concrete sealant shall be a waterborne silane based compound such as L&M Construction Chemicals: Aquapel Plus or approved equivalent. The concrete sealer shall be installed per manufacturer's requirements, to all the new concrete.
- 3.3. Caulking: Any area where new concrete meets a vertical wall of the existing building, vinyl expansion joint shall be placed with a plastic cap strip. The joints shall be caulked with a 100% silicone sealant such as Tytan Profesional: MP1 or approved equivalent. The caulk shall be installed per manufacturer's recommendations.

3.4. Disposal: Contractor shall be responsible for the proper disposal of all construction debris.

4. SPECIAL PROVISIONS

4.1. Handrail

4.1.1 Description:

Existing handrail will be removed and salvaged. The existing handrail may be cut and re-welded with a sleeve, if necessary. Prior to reusing, the handrail will be stripped of old paint, modified however necessary to be reused, and powder coated with a color to be chosen by the city. The powder coating process shall meet or exceed AAMA 2605 specifications. Handrail will be set in new concrete utilizing 2” diameter by 6” deep bored holes and the use of non-shrinking grout. (See attached detail).

4.1.2 Basis of Payment:

The work shall be paid for at a lump sum price for all work, labor, and material required for removal, refurbishment, and installation of the handrails..

4.2. Concrete Removal & Replacement

4.2.1. Description:

This work shall consist of the removal of all concrete stairs, ramp, and sidewalk and replacement of the same in concordance with the project specifications and drawings.

4.2.2. Basis of Payment:

This work shall be paid for at the lump sum price for concrete removal and replacement which price shall be full compensation for all sawcutting, reinforcement bar and fabric, sealer and caulking.

4.4 Construction Signing and Traffic Control

4.4.1 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.

4.4.2 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.

4.2.3. 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.

4.2.4. Basis of Payment:

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

4.5 Public Utilities – Utility Coordination

4.7.1. 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
---------------	---

4.7.2. 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

4.7.3. 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.

4.7.4. 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.

- 4.7.5. 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.

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.

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

- 1. Concrete sidewalk, stairs and ramp removal and replacement \$ _____
- 2. Handrail removal, refurbishment, and installation \$ _____
- 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 _____ DATE: _____

BY: _____
 Signature

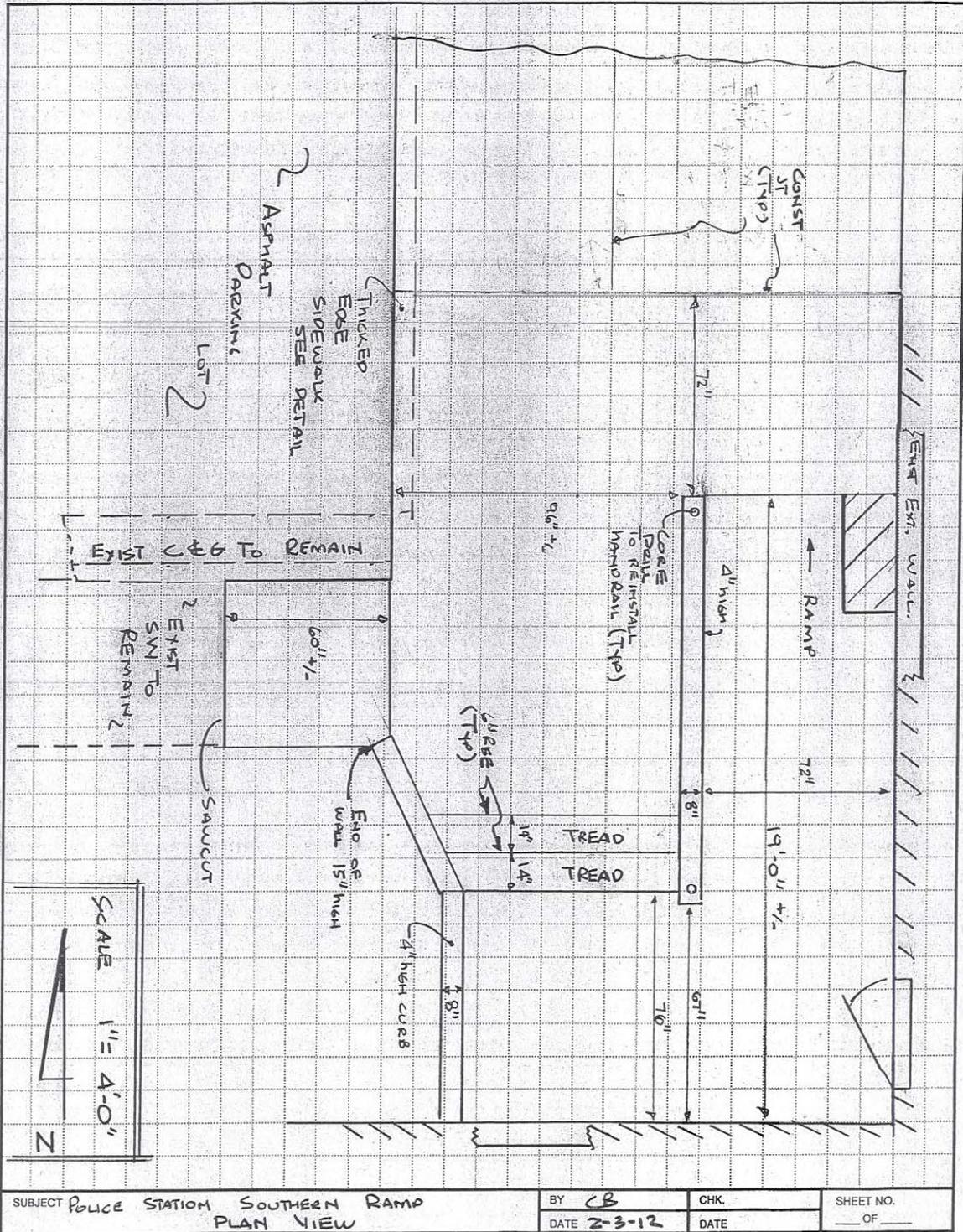
BY: _____ POSITION: _____
 Print or Type

ADDRESS: _____

PHONE: _____ FAX: _____



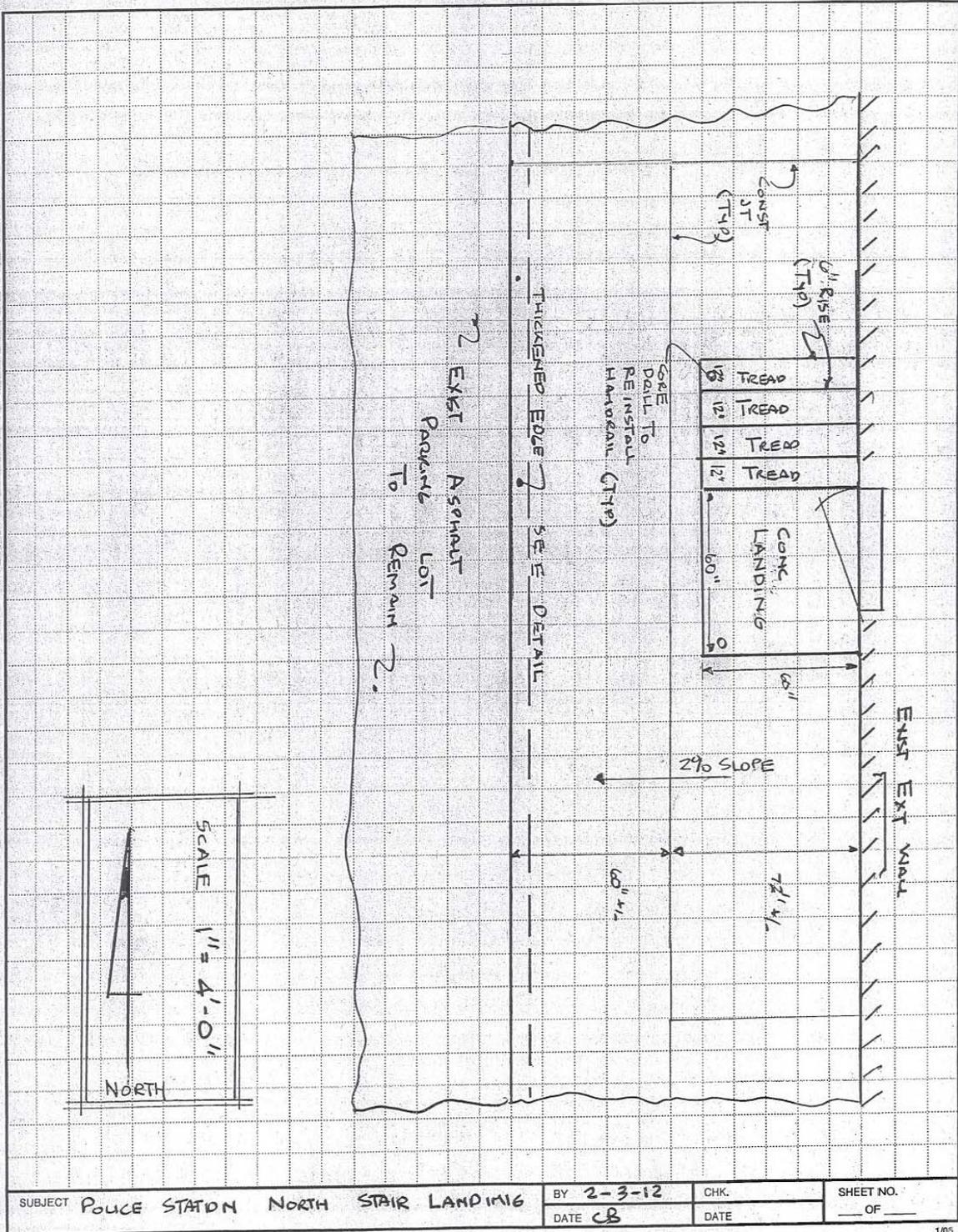
WORKSHEET



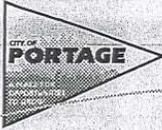
1/05



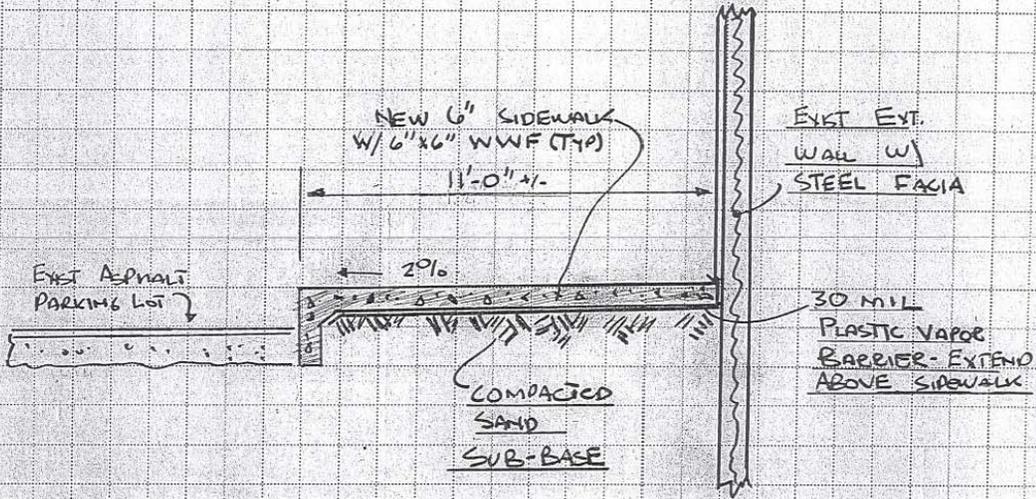
WORKSHEET



SUBJECT POUCE STATION NORTH STAIR LANDING	BY 2-3-12	CHK.	SHEET NO.
	DATE CB	DATE	OF



WORKSHEET

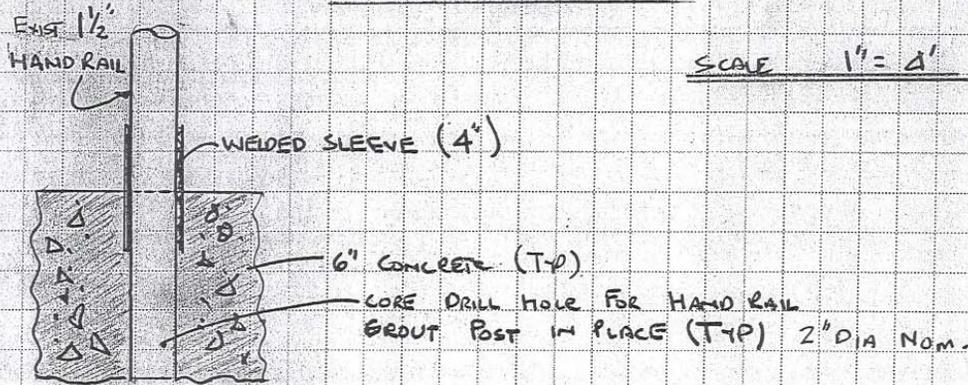


TYPICAL SIDEWALK REPLACEMENT DETAIL

FACING NORTH

SCALE 1" = 8'

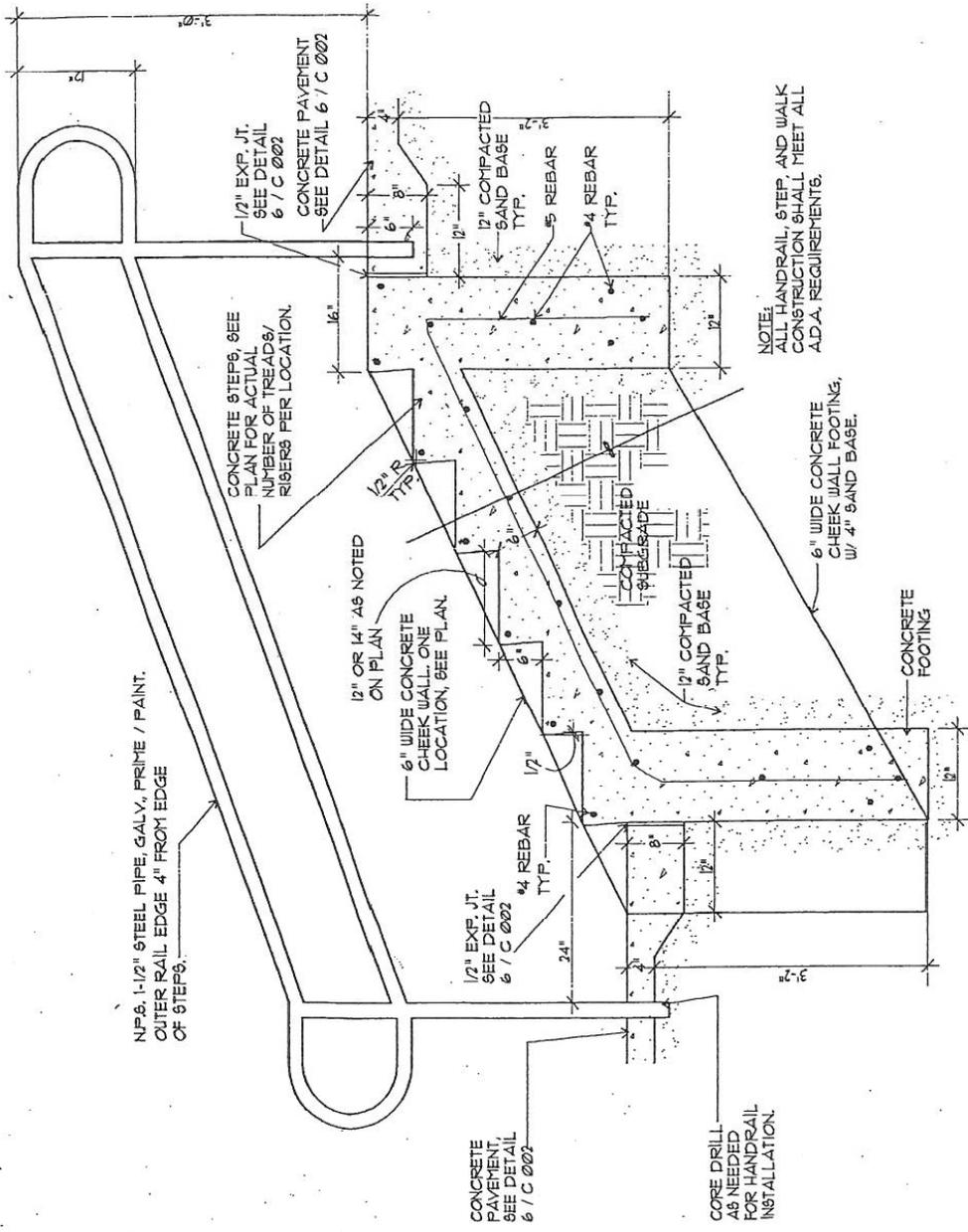
17
11
12
2



HAND RAIL ATTACHMENT DETAIL

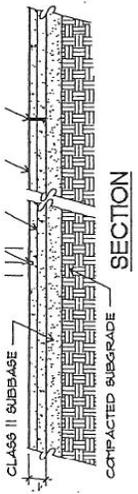
NTS

SUBJECT	Police Station Sidewalk Replacement	BY	CB	CHK.		SHEET NO.	
		DATE	2-3-12	DATE		OF	

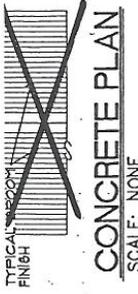


CONCRETE STEP DETAIL

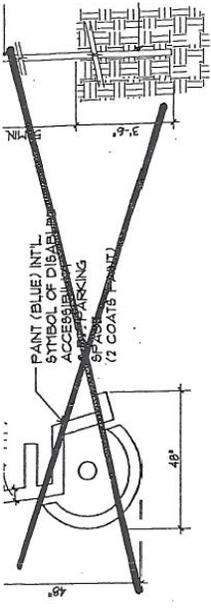
SCALE: NONE



6 CONCRETE WALK DETAIL
SCALE: NONE

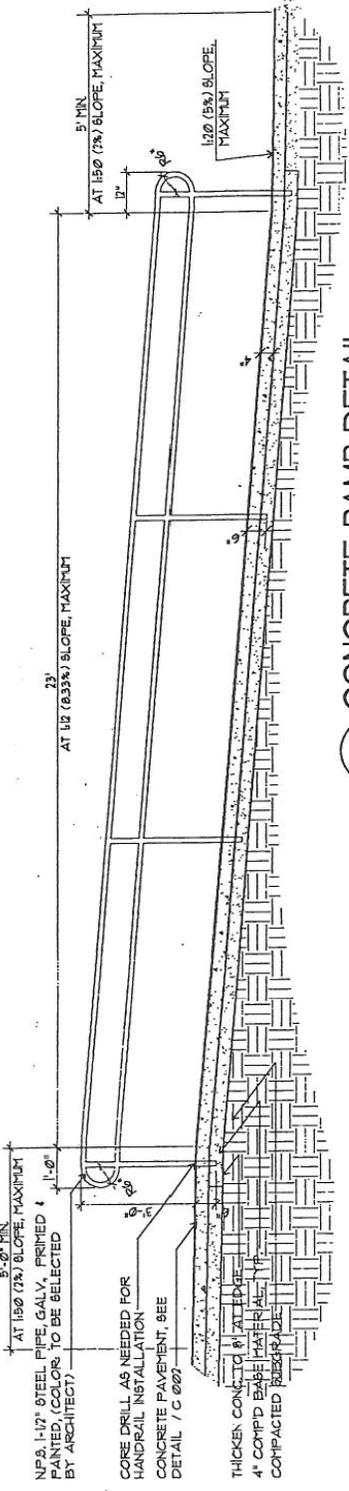


CONCRETE PLAN
SCALE: NONE

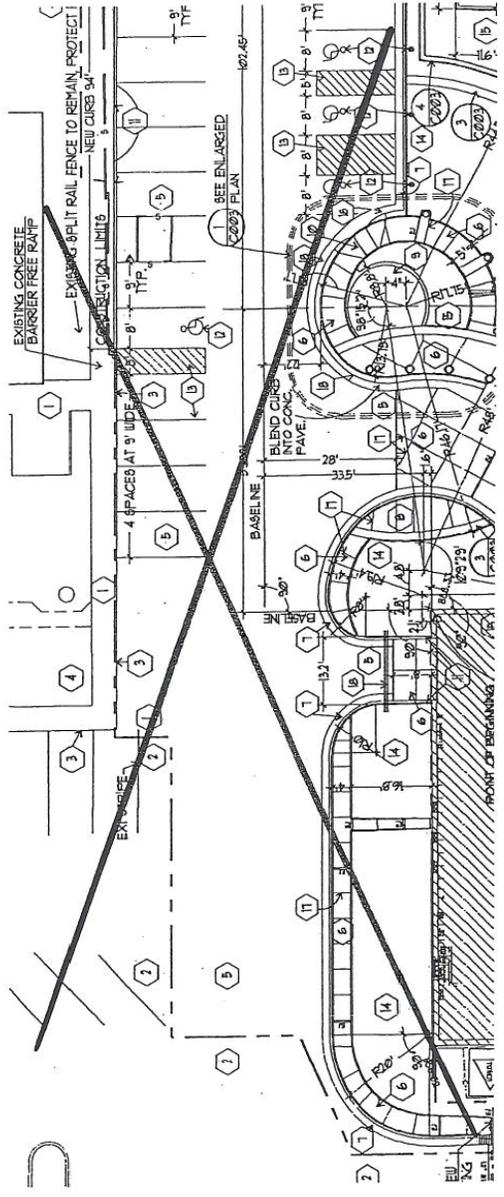


3 BARRIER FREE LOGO
SCALE: NONE

11 BARRII
SCALE: NO



1 CONCRETE RAMP DETAIL
SCALE: NONE



E BASE MATERIAL
F FINISH
G GROUND
H HATCH



2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

ALL

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

DRAFT 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 Police Facility Concrete Sidewalk and Stair Replacement 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. Contract (this document)
2. Contractor's Proposal (or bid)
3. Plans
4. City of Portage Contract Conditions and Specifications
5. Special Conditions
6. Specifications
7. Instructions to Bidders

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

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:

_____ (Seal)
Principal

_____ (Seal)
Surety