

## NOTICE

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

### Winter Street Maintenance

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

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

## Financial Services – Purchasing Department

Date of Issue: August 10, 2012

### NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, August 23, 2012 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

#### Winter Street Maintenance

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: Winter Street Maintenance

FOR OPENING: August 23, 2012

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website [www.portagemi.gov](http://www.portagemi.gov). 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.

A pre-bid meeting is scheduled for Friday, August 17, 2012 at 11:00 a.m. in the Parks, Recreation, & Public Services Conference Room, 7719 South Westnedge Avenue.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 324-9284.

# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

## 1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

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.

## 1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

## 1.4. Bid Form

1.4.1. Each bid shall be made on the form provided 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.

1.4.2. Delivery of Bids: Bids 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 bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

## 1.5. Bids Submitted via Facsimile Equipment

1.5.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

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

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

1.5.3. 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.

1.5.4. 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.

1.6. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest Grand Total Minimum Seasonal Price bid is determined by the City to be in the best interest of the City.

**2. TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Deputy Director of Streets and Parks Maintenance, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Employees of the Contractor

The Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Contractor. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Contractor, who in the opinion of the City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the City Contract Administrator, shall, at the written request of the City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the City Contract Administrator.

2.3. Laws and Municipal Ordinances

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

## 2.4. Contractor's Insurance

The successful bidder will also be required to furnish:

- 2.4.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.4.2. Comprehensive General Liability Policy of at least \$2,000,000 for personal injury and property damage.
- 2.4.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.4.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.4.5. Umbrella or Excess Liability coverage of at least \$2,000,000. 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.
- 2.4.6. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:  
  

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).
- 2.4.7. The certificates of insurance indicated above shall carry a written notice of cancellation and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
- 2.4.8. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

## 2.5. Non-Discrimination

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.

## 2.6. Indemnification

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

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

Insurance coverage required by the contractor constitutes the minimum requirements

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

## 2.7. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

## 2.8. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

## 2.9. Right to Require Performance

The failure of the City at any time to require performance of any provision by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City of any breach of any provision be taken or held to be a waiver or any succeeding breach of such provision or as a waiver of any provision itself.

## 2.10. Good Faith Provision

The Contractor and the City have a duty of good faith and fair dealing between the parties in the performance and enforcement of this contract. A breach of this duty by one of the parties is a sufficient reason for the other party to terminate the contract. Parties seeking to terminate this contract must notify, in writing, the party to be released and the reason or reasons for the termination. Both parties would then acknowledge the termination of the contract by signing a release of the agreement.

## 2.11. Contract Termination

2.11.1. Termination by the City -- The city may, by written notice to the Contractor, terminate the right to proceed as to the whole or any part of the contract if the Contractor or any of its subcontractors fail (1) to perform the services within the time specified or any extension thereof, (2) to make progress as to endanger performance of the contract in accordance with its terms, or (3) to perform any other provision of this contract in a manner satisfactory to the city. The Contractor shall not be subject to this provision if failure to perform arises out of causes beyond its control and without fault or negligence of the Contractor or subcontractors. The City may also

terminate this contract if any state or federal regulatory agency or court disapproves of all or any part of any provision herein. The City may also terminate this contract for convenience, for any reason it may deem necessary.

- 2.11.2. Compensation on Termination -- In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.
- 2.11.3. Termination for Convenience, Claims, Damages -- Termination not the fault of the Contractor shall not give rise to any claim against the City for damages or for compensation in addition to that provided under this Contract. Such payment so made to the Contractor shall be in full settlement for services rendered under and pursuant to this agreement.
- 2.11.4. City's Resumption of Operation -- If this contract is terminated or is not completed for any reason, the City shall have the absolute right and privilege to perform any of the duties, services and obligations of the Contractor immediately upon termination without notice to the Contractor. In such case, the City shall take over all of the work required to be performed by the Contractor herein and continue operations.

## 2.12. Contract Period

- 2.12.1. Contract Period -- The Contract period shall be for a period of three (3) years. Further, this Contract may be renewed, expanded, and extended by mutual agreement in annual increments, (3) times, for a renewal period of (1) year each, provided that 1) the funds for subject contract are available and an operating budget is approved by the City, 2) that the Contractor has established a satisfactory record of performance, and 3) the renewal proposal is satisfactory to both the Contractor and the City.
- 2.12.2. Minimum Compensation Guarantee -- As full compensation for each operator furnished under this agreement, the City shall pay an amount per hour for each hour worked, with a guarantee of not less than 190 total hours of work, for each winter season. This number of guaranteed hours shall be reduced by 150% of the number of any hours offered to the Contractor, but for which the Contractor is not prepared to furnish an operator.
- 2.12.3. Compensation to be Paid to the Contractor -- A draw against the minimum hours may be made by the Contractor upon the Contractor's request. Such a draw will be for the maximum of 50 hours in any one pay period and shall be reduced by the number of hours by which the guaranteed hours have been reduced, as provided above. Such a draw shall not commence before the City's last payroll in the month of November.
- 2.12.4. Billing and Payment -- The Contractor shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The City will strive to pay the billed amount

within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

Invoices may be submitted monthly. Under no circumstances will a Contractor be paid more frequently than monthly. Confirmation of hours and evaluation by the Contractor and the City will be made before the final payment by the City for the winter season.

- 2.12.5. Time Accounting -- Time sheets will be provided to the Contractor. Each time sheet must be completed and forwarded to the City. Only forms forwarded, with the City supervisor initials, will be considered as actual work time. Forms must include the start time reported to the City, the unpaid lunch break accounted, and end of operations as reported to the City.

2.13. Status of the Contractor

The Contractor and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, the Contractor shall exercise all supervisory control including control over payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Contractor under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Contractor or employees of the Contractor be entitled to any City of Portage fringe benefit programs.

2.14. Background and Reference Checks

- 2.14.1. Background Checks: The Contractor agrees to screen all persons who will perform work or serving under a contract with the City by utilizing the Michigan Department of Corrections' searchable data base, Offender Tracking Information System (TDIS). Contractor has a continuing obligation to assure that a person does not become ineligible to perform work after the date of the search.

- 2.14.2. Felonies: The Contractor shall not permit persons who have the following types of felonies to perform work or services pursuant to the contract with the City:

- 1) Physically violent crimes
- 2) Criminal Sexual Conduct
- 3) Weapon charges
- 4) Sale or manufacturing of drugs or explosives; or
- 5) Arson

- 2.14.3. Motor Vehicle Records Checks: The Contractor shall obtain a complete driving record of all persons providing work or service for the City under a contract identifying driving violations, including CDL (Commercial Driver License). Contractor shall only permit persons with an unrestricted valid driver's license and those who comply with the requirements herein to

provide work or services for the City. Contractor (or subcontractor) as well as the individual who will be driving shall complete and sign a driving record statement as provided below. Any person with the convictions noted below will automatically be disqualified from providing work or services under the contract to the City of Portage.

- 1) Conviction of a driving related felony.
- 2) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State driver's license point system. *Exception: Employees who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to the date of the contract with the City will be accepted.*
- 3) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the employee had been fined, sued and received an adverse judgment, applicant's insurance company settled for damages to other party or applicant settled out of court or otherwise was determined to be liable).
- 4) In the five (5) years prior to the date of contract with the City, the person accumulated more than six (6) points on the driving record, has been convicted of any alcohol or drug related offense, or has been convicted of driving while license was suspended or revoked.

Driving Record Statement

Name \_\_\_\_\_

Drivers License No. \_\_\_\_\_

I, the driver, attest that while assigned to the City of Portage, I will maintain an unrestricted valid driver's license, will observe the rules of the road at all times, will not loan any assigned City of Portage vehicle to others, and will utilize the vehicle solely for the purpose of completing work assignments for the City of Portage. I will report all driving offenses I receive from this date to my supervisor. I further confirm that I am eligible to drive a vehicle under City policy above. I further confirm that I am eligible to drive a vehicle under City policy above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I, representing the Contractor, certify that the above indicated employee has a valid driver's license and adequate driving record as of this date and have made all

background checks required.

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Employer Signature

Date

- 2.14.4. Reference Checks: The Contractor will obtain references from previous employers for recommended temporary employees.
- 2.14.5. Replacement Workers: If at any time the Contractor submits different employees for work at the City, the Contractor shall provide the same background, motor vehicle record, and reference checks for said employee for consideration by the City.
- 2.14.6. Subcontractors: All subcontractors have complied with the above requirements. Contractor agrees to apply all requirements herein to all persons working for subcontractors, as well. Contractor shall be responsible to obtain all information concerning the employees of all subcontractors.

### 3. SPECIFICATIONS

#### 3.1. Description of Work

The City of Portage is seeking bids for qualified operators on an hourly basis to operate the following city-owned equipment during winter street maintenance on an as-needed basis in the City of Portage during the 2012/2013 winter season:

- 3.1.1. International 7400 (40,000 Lb. GVW) and Ford L-8000 Dump Trucks (37,000 LB GVW) with a directional under body plow, front plow, rear mounted computerized ground speed controlled sander/spreader.
- 3.1.2. Case 721 Front End Loader with a three (3) yard bucket.
- 3.1.3. Value of equipment under control of the contractor:  
Snow Plow - \$100,000; Front End Loader - \$140,000

#### 3.2. Commercial Drivers License Requirement

Operators of equipment must have a valid Commercial Drivers License (CDL) with a minimum Class "B" endorsement and current Department of Transportation Medical Examiner's Certificate required by the state and federal government for the type of equipment they will be operating.

#### 3.3. Minimum Manpower Resources

Contractor agrees to have eight (8) operators available to the City of Portage

throughout the winter seasons which shall extend from the first to the last winter snow storm.

3.4. Notification Provision

Contractor shall have operators available to remove snow within one (1) hour after notification to proceed during the normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and within two (2) hours during other hours. **The mobilization process must be through a contact person. Answering machines are unacceptable.**

3.5. Direct Supervision

Contractor personnel operate under the direct and immediate supervision of the City of Portage at all times when providing services to the City of Portage.

3.6. Professional Appearance and Demeanor

The work force is expected to be neat in appearance, uniformed, and competent to perform this required work.

3.7. Training

The contractor will be responsible for the training of all operators provided to the City under this contract.

3.8. Snow Removal Plan Review

The Contractor (including all operators) is required to attend the annual City sponsored Snow Removal Plan Review, typically held in October of each year.

3.9. Hours of Work

Paid hours for work shall commence when the operator reports to the City supervisor as being ready to begin work and shall extend to the time the operator has been released by the Streets & Equipment management staff. Contractor personnel shall have unpaid lunch breaks of thirty (30) minutes at the approximate halfway point of the shift, unless otherwise authorized by the city supervisor.

3.10. Vehicle Maintenance and Repair

The City of Portage shall be fully responsible for preventive maintenance and repair of all rolling stock. The Contractor agrees to operate all city-owned equipment with due caution and reasonable care. Repairs resulting from Contractor negligence or vehicle abuse will be paid for by the Contractor in an amount up to \$1,000. Such limit shall not apply to gross negligence by the contractor or its personnel. All other repairs and preventive routine maintenance resulting from normal wear and tear shall be paid for by the City of Portage.

**CITY OF PORTAGE  
BID PROPOSAL**

The undersigned has examined the specifications and equipment and is fully informed of the nature of the work and with all the bidding documents, including the instructions and information to bidders and specifications. The undersigned hereby proposes to furnish qualified operators capable of completing in a workmanlike manner all the work in strict accordance with the specifications applying to the work specified for which prices are submitted.

<u>Winter Season</u>	<u>Hourly Rate/Operator</u>	<u>Minimum Seasonal Hours per 8 Operators</u>	<u>Minimum Seasonal Price (Hourly Rate X 1520 Hours)</u>
2012/13	\$ _____	1,520 hours	\$ _____
2013/14	\$ _____	1,520 hours	\$ _____
2014/15	\$ _____	1,520 hours	\$ _____
Grand Total Minimum Seasonal Price			\$ _____

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

TERMS: \_\_\_\_\_  
(Minimum of 30 days, please  
identify any discounts given)

FIRM NAME: \_\_\_\_\_

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

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

BY: \_\_\_\_\_  
Name and Title (print or type)

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

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

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

## *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 Winter Street Maintenance all in strict accordance with the 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 for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_ the sum of which shall not exceed:

<u>Winter Season</u>	<u>Hourly Rate/Operator</u>	<u>Minimum Seasonal Hours per 8 Operators</u>	<u>Minimum Seasonal Price (Hourly Rate X 1520 Hours)</u>
2012/13	\$ _____	1,520 hours	\$ _____
2013/14	\$ _____	1,520 hours	\$ _____
2014/15	\$ _____	1,520 hours	\$ _____
Grand Total of Minimum Seasonal Price			\$ _____

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 - ASSIGNMENT AND SUBCONTRACTORS

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - 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. Notice to Bidders
3. Instructions to Bidders
4. Terms and Conditions
5. Specifications
6. Contractor's Proposal (or bid)

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.

CONTRACTOR

Witness:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

CITY OF PORTAGE

Witness:

\_\_\_\_\_

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: \_\_\_\_\_

