

## NOTICE

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

### LANDSCAPE BED 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.

Date of Issue October 17, 2012

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Thursday, November 15, 2012 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Landscape Bed 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: Landscape Bed Maintenance

FOR OPENING: November 15, 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.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 324-9284. If you have questions regarding the specifications or scope of the project, please contact Parks Superintendent John Milowe at (269) 329-4524.

# 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 sixty (60) 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 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 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. Nondiscrimination

Upon submission of a proposal, the Bidder hereto agrees that he will 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 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 or purchase agreement and may be processed as provided under the State of Michigan laws.

1.6. Bids Submitted via Facsimile Equipment

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

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

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

1.6.3. 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.

**1.6.4.** 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.**

1.7. 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 annual total cost bid, 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.

1.8. City of Portage Contract Conditions And Specifications

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications

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

1.9. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest grand total bid is determined by the City to be in the best interest of the City. . 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

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Parks Superintendent, John Milowe, 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. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulations 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.

2.3. Contractor's Insurance

The successful bidder will also be required to furnish:

- 2.3.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.

2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

2.3.5. 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).

2.3.6. The certificates of insurance indicated above shall carry a written cancellation notice and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.

2.3.7. 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.

#### 2.4. 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.

## 2.5. 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 other 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, 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 negligent 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 negligence 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 respective consultants, agents, officers, directors or employees 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 of any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

## 2.6. 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.

## 2.7. Contract Term

The contract resulting from this solicitation shall be in effect for a three-year period, beginning April 1, 2013, with an option to renew for three additional one-year periods upon mutual agreement of both parties. The City reserves the right in its sole discretion to determine if a proposal for extension shall be accepted or if new bids shall be taken.

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. Compensation to be Paid to the Contractor

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

**3. SPECIFICATIONS**

3.1. General

The City of Portage is requesting bids to provide total maintenance of established landscaped beds at several locations as specified. (see attached drawings). The period of maintenance is April 1, 2013 through October 31, 2013, except Division 3 Leaf Pickup, City Hall Grounds which is through November 30, 2013.

3.2. Requirements of Contractor

- 3.2.1. The contractor is responsible for weekly inspection of all properties covered under this contract.
- 3.2.2. The contractor is responsible for maintaining all elements of the landscape beds, including ornamental trees less than six (6) inches in diameter, all shrubs, flowers, ground covers, ornamental grasses, mulch, edging, rocks and stones, brick walls borders, and any decorative pieces.
- 3.2.3. The contractor is responsible for weekly removal and proper disposal of all weeds, litter, debris, branches, leaves, spent flowers, pruned material, and any miscellaneous items that deter from landscape bed appearances.
- 3.2.4. The contractor is responsible for identifying pests and diseases in any landscaped beds and for notification and recommendations to the Contract Administrator regarding landscape bed pests and diseases. Any additional work will be agreed to between the City and the contractor.
- 3.2.5. The contractor is responsible for the repair and restoration of damage to any landscape bed, including tire ruts, broken branches, missing mulch, washouts, misaligned edging, etc. due to any accidents or acts of God. All damage is to be repaired within one (1) week of completion of inspection.
- 3.2.6. The contractor is responsible for a spring startup/cleanup of all landscape beds the first week of the contract, beginning April 1.

3.2.7. The contractor is responsible for timely removal of any dead, dying or damaged plant, shrub or trees. Providing and replacing plant material is not a part of this contract.

3.2.8. The contractor will meet at 9:00 a.m. the second Tuesday of each month between April 1 and October 31st with the Contract Administrator to inspect/review the maintained beds to ensure compliance and take remedial action as requested by the contract administrator.

3.2.9. Pesticide/Herbicide Application Requirements

- A. The Contractor must adhere to all state and federal regulations regarding application of all pesticides, including herbicides, fertilizers, insecticides, and turf broadleaf weed control chemicals. All Pesticide use must adhere to manufacturer recommendations, and precautions.
- B. The Contractor will supply the Contract Administrator a monthly record of pesticide applications, including dates, times, material applied, and locations.
- C. The Contractor is responsible for installing proper signage to protect park users.
- D. The Contractor will supply all labor, supplies, equipment, supervision, and materials to provide safe, efficient application.
- E. The Contractor will provide the City of Portage with Material Safety Data Sheets (MSDS) and labels for all chemicals, pesticides, and adjuvants used in the spray application.

3.2.10. Landscaping

- A. The Contractor will be responsible for weekly care of all landscape beds in each section as identified in the contract bid tab.
- B. The Contractor will be responsible for locating all landscape beds. Maps denote crosshatched markings as areas of responsibility.
- C. By April 15<sup>th</sup> the contractor will be required to complete in each landscape bed, remulchnng of each bed, cleaning and removal of debris, and complete prunes, and repairs to ruts and other winter damage.
- D. The Contractor is responsible to ensure all landscape beds remain weed free throughout the entire contract season. May 1 through October 31.

- E. Weeds not mowed, trimmed, whipped or eliminated by chemical means will be hand pulled weekly by the Contractor. Weeds killed by herbicides must also be removed.
- F. All landscape bed materials, hosta, daylilies, decorative grasses, etc... will be pruned after October 1 each season to a height of 3-6 inches. All work must be completed by the end of the contract.
- G. The Contractor must adhere to all state and federal regulations regarding application of all pesticides, herbicides, and turf broadleaf weed control chemicals.
- H. All landscape bed trees and shrubs will be maintained in a properly pruned condition according to established horticultural practices to maintain shape and remove broken or dead and dying branches within one (1) week for all limbs and branches up to eight (8) feet in height.
- I. The Contractor will prune all plants, shrubs, and trees, to provide uniform growth using accepted horticultural practices.
- J. All basal sucker growth on trees and shrubs will be removed monthly.
- K. All shrubs and hedges will be pruned at minimum, every six (6) weeks between May 1, and October 31.
- L. All landscape bed perennials will have spent flowers removed (deadheaded) within two (2) week after blooming period has ended.

### 3.3. Landscape Bed Areas (see attached maps)

#### 3.3.1. Division 1 - Parks

- 1) Portage City Hall
- 2) Celery Flats Interpretive Area, North Side
- 3) Celery Flats Historical Area, South Side
- 4) South Arboretum
- 5) Veteran Memorial Park
- 6) Police/Court Complex
- 7) Central Park Berm
- 8) Fire Station #1
- 9) Point Gardens
- 10) Central Park/Bandshell
- 11) Ramona Park
- 12) Lakeview Park
- 13) Trailhead Park
- 14) Harbors West Park

- 15) Milham Avenue Pedestrian Overpass and Boulevard Islands
- 16) Oakland Drive Park
- 17) 12<sup>th</sup>/Milham Roundabout
- 18) Oakland Drive/N.W. Bikeway Intersection
- 19) Waylee Walk

3.3.2. Division 2 - Utility Area

- 1) West Fork Park
- 2) Millennium Park
- 3) MilleniumTrail - S. Westnedge to Ring Road
- 4) Liberty Park
- 5) Garden Lane & S. Westnedge, S.E. & W. Corners

3.3.3. Division 3 – Leaf Pick-up, City Hall Grounds

Contractor will provide a price to provide two (2) leaf pickups for the entire City Hall grounds. Work to be accomplished between November 1 and 14, and second pickup between November 15 and 30.

**CITY OF PORTAGE  
 BID PROPOSAL**

I, the undersigned, propose to furnish all labor, equipment, and materials at the bid prices shown, for landscape bed care, as per specifications supplied by the City of Portage, for a three-year period. 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.

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.

Area	Cost April 1-Jun 30	Cost July 1 – Oct. 31	Total Annual Cost April 1- Oct. 31
<b>Division 1 - Parks</b>			
1) Portage City Hall	\$ _____	\$ _____	\$ _____
2) Celery Flats North	\$ _____	\$ _____	\$ _____
3) Celery Flats Historical Area South	\$ _____	\$ _____	\$ _____
4) South Arboretum	\$ _____	\$ _____	\$ _____
5) Veteran Memorial Park	\$ _____	\$ _____	\$ _____
6) Police/Court Complex	\$ _____	\$ _____	\$ _____
7) Central Park Berm	\$ _____	\$ _____	\$ _____
8) Fire Station #1	\$ _____	\$ _____	\$ _____
9) Point Gardens	\$ _____	\$ _____	\$ _____
10) Central Park/Bandshell	\$ _____	\$ _____	\$ _____
11) Ramona Park	\$ _____	\$ _____	\$ _____
12) Lakeview Park	\$ _____	\$ _____	\$ _____
13) Trailhead Park	\$ _____	\$ _____	\$ _____
14) Harbors West Park	\$ _____	\$ _____	\$ _____
15) Milham Overpass and Blvd Islands	\$ _____	\$ _____	\$ _____

Area	Cost April 1-Jun 30	Cost July 1 – Oct. 31	Total Annual Cost April 1- Oct. 31
16) Oakland Drive Park	\$ _____	\$ _____	\$ _____
17) 12 <sup>th</sup> /Milham Roundabout	\$ _____	\$ _____	\$ _____
18) Oakland Drive/N.W. Bikeway	\$ _____	\$ _____	\$ _____
19) Waylee Walk	\$ _____	\$ _____	\$ _____
Total Division A	\$ _____	\$ _____	\$ _____

**Division 2 – Utility Areas**

1) West Fork Park	\$ _____	\$ _____	\$ _____
2) Millennium Park	\$ _____	\$ _____	\$ _____
3) Millennium Trail	\$ _____	\$ _____	\$ _____
4) Liberty Park	\$ _____	\$ _____	\$ _____
5) Garden Ln. & S. Westledge W & SE	\$ _____	\$ _____	\$ _____
Total Division 2	\$ _____	\$ _____	\$ _____

**Division 3 - City Hall (Nov 1 – Nov. 30)**

City Hall Leaf Pickup	XXXXXXXXXX	\$ _____	\$ _____
Total Division 3	XXXXXXXXXX	\$ _____	\$ _____

**SUMMARY**

Total Division 1 - Parks	\$ _____	\$ _____	\$ _____
Total Division 2 – Utility Areas	\$ _____	\$ _____	\$ _____
Total Division 3 – City Hall Leaf Pickup	\$ _____	\$ _____	\$ _____
Grand Total	\$ _____	\$ _____	\$ _____

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.

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 the maintenance of landscape bed 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:

\_\_\_\_\_ \$ \_\_\_\_\_  
(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 - 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. 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  
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  
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  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
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  
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  
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  
of the LLC by \_\_\_\_\_ who was then a member of said  
LLC and has the authority to bind the LLC to contractual agreements and that such contract is within  
the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

