

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

Mowing, Trimming, and Landscape Maintenance

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 Released: October 11, 2012

NOTICE TO BIDDERS

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

MOWING, TRIMMING, AND LANDSCAPE 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: Mowing

FOR OPENING: November 8, 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. Bid packages will also be mailed upon request.

There will be a pre-bid meeting at 10:00 a.m. on Thursday, October 25, 2012 in the Portage City Hall Conference Room #1, 7900 South Westnedge Avenue, Portage, Michigan 49002.

If you have any questions regarding the specifications, please contact Parks Superintendent John Milowe at (269) 329-4524.

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

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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

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.

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. Indemnification

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

by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

1.8. Contractor's Insurance

The successful bidder will also be required to furnish:

- 1.8.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- 1.8.2. Comprehensive General Liability Policy of at least \$2,000,000 for personal injury and property damage.
- 1.8.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 1.8.4. Umbrella or Excess Liability Policy of at least \$1,000,000. 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
- 1.8.5. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 1.8.6. 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:

1.8.7. THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY.

1.8.8. 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.

1.8.9. 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.

1.9. **For Section D Michigan Department of Transportation (MDOT) work only, the following Insurance Riders/ Endorsements shall also apply:**

Insurance Requirements for Activities Performed pursuant to a Permit Issued by the MDOT -- The permittee shall have as a minimum an insurance policy as described below, and the insurance company shall be licensed by the State of Michigan.

1.9.1. Insurance specifications: Comprehensive general liability, including coverage for contractual liability, completed operations, and/or product liability and shall include "C" & "U" exclusions and "X" exclusion as applicable, and contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above.

A. Exclusion X: Property damage arising out of blasting or explosion.

B. Exclusion C: "Structural property damage" defined as the collapse of or structural injury to any building or structure due to grading, excavating, backfilling, etc.

C. Exclusion U: Property damage to wires, conduits, pipes, etc., or similar property or apparatus beneath the surface of the ground or water caused by the use of mechanical equipment while grading, paving, excavating, etc.

1.9.2. To the above policy, the following additional insured phrase shall be added in their entirety:

The State of Michigan, Michigan Transportation Commission, Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

1.9.3. THE ADDITIONAL INSURED MUST APPEAR ON THE CERTIFICATE OF INSURANCE EXACTLY AS LISTED IN ITEM 1.9.2. ABOVE.

1.9.4. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.

1.9.5. Should the policy be canceled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right-of-way is deemed of no effect pending reinstatement of such policy in conformity with the above.

1.10. 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 first contract year’s proposal, payable without condition to the City of Portage, as a guaranty that the bidder, if awarded the bid, will promptly execute the proposal. Upon award of the bid, and prior to the beginning of each subsequent contract year, the contractor shall furnish good and sufficient bond, in the amount of 100% of one contract year for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The proposal guarantees of all bidders, except the three lowest, will be returned promptly after the canvas of proposals.

1.11. Basis of Award – Bids will be awarded by section and bidders may bid any or all sections. The award will be based upon lowest and best bids from responsive and responsible bidders. 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 occurrence are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

The City of Portage 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.

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

1.12. Contract Period, Extensions, Cancellation

a. 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.

b. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all

provisions of the original contract or any extension thereof remaining in full force and effect.

- c. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Council (if required).
- d. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- e. At the end of each twelve (12) month period, starting at the date the contract commenced, either party may terminate the contract without cause by giving to the other, thirty (30) days prior written notice of such intention.
- f. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.
- g. If cancellation is for default of contract due to substandard performance, the contract may be canceled at any time.

2. SCOPE OF WORK

2.1. General:

The City is requesting quotes for Mowing, edging, landscape maintenance, broadleaf weed control, and herbicide application in four separate sections; Roadsides & Boulevards, City Center and Properties, Outlots, & MDOT properties. Contractual requirements for each area vary, but could involve mowing, edging, landscape bed maintenance, herbicide application, & broadleaf weed control. Specific contractual specifications are listed for each section. Maps denoting crosshatched areas of responsibility are attached with additional specifications/requirements.

- 2.1.1. The Contractor and the Contract Administrator will arrange a weekly meeting to discuss the areas of the contract.
- 2.1.2. The Assistant Parks Superintendent is the Contract Administrator, working under the direction of the Parks Superintendent.
- 2.1.3. The Contractor will advise the Assistant Parks Superintendent of the day(s) each week mowing will occur.
- 2.1.4. The Contractor Liaison must be available 8:00 a.m. - 5:00 p.m. daily. The contractor must be available by phone and will provide contacts to the Contract Administrator.
- 2.1.5. The Contractor must correct any shortcomings noted by the City Representative within 24 hours. Shortcomings not corrected by contractor will be corrected by the City at contractor's expense.

- 2.1.6. The City reserves the right to eliminate any specific weekly mowing(s) due to drought, cold weather, or other natural occurrences. Contractor will be advised by 4:00 p.m. Friday if the following week's mowing is to be modified or canceled.
- 2.1.7. Scope of Service -- The contractor shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the services at the frequencies and during the time as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory services.
- 2.1.8. Call Backs -- Failure to comply with any part of this contract, do the specified work as scheduled, or for work which is performed unsatisfactorily shall be grounds for call backs.
- 2.1.9. Fuel Surcharge -- No fuel surcharges/modifications will be permitted during the life of this contract (3 years).
- 2.1.10. Default -- The City may, by written notice to the Contractor, terminate the Contractor's right to proceed as to the whole or any part of the contract (1) if the Contractor fails to perform the services within the time specified or any extension thereof, or (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Contractor fails to perform any other provisions of the contract. In the event of such termination, the City may deem it appropriate, to contract for services similar to those so terminated, the Contractor shall be liable to the City for any excess costs for such services. Provided that the Contractor shall not be liable for any increased costs if failure to perform the contract arises out of any cause beyond control of the contractor and without fault or negligence on the part of the contractor, subcontractor(s) or suppliers of the contractor.

2.2. REQUIRED WORK

2.2.1. MOWING

- A. The Contractor will be responsible for mowing each section as identified in the contract bid tab.
- B. Maps in the bid package will outline cross hatched areas where turf exists that will be mowed.
- C. Occurrences for weekly mowing are listed for each area in the bid tabs.
- D. Mowing in all areas must be completed on weekdays between 7:00 a.m. and 8:00 p.m. Mowing in other areas may also be done on Saturdays with approval of the Contract Administrator.

- E. Mowing will consist of all grass cutting, including use of string trimmers or weed whips to remove turf remaining after use of a mower.
- F. Mowing of turf will be smooth and of uniform height, with no uneven mowed areas, scalping, or missed areas.
- G. All turf will be mowed including, under fence lines, around light pole, trees, trash receptacles, buildings, ramps, stairs, under low tree limbs, shrubs, near landscape beds, etc....
- H. All mowing and weed whipping will be completed same day as one operation.
- I. The City may determine what day of the week a particular property will be mowed. The Contractor will supply the city with a weekly schedule for mowing once the mowing process commences in the spring.
- J. The Contractor will evenly space out mowing occurrences for each half of the contract. Mowing occurrences are listed in the bid tabs. Nine (9) occurrences in the first half and seventeen (17) in the second half are generally considered every week mowing May through October.
- K. The mowing height will be approximately 2 ½ to 3 inches in height. In the event a change in height is required during the mowing season, the contractor will be given one week's prior notice.
- L. Cut grass must not be directed into roadways, sidewalks, landscaped areas, or flower beds.
- M. Badly clumped or windrowed grass cannot be left onsite and must be removed immediately by the contractor.
- N. The Contractor is responsible for removing grass, mud, and all debris from all hardscape, sidewalks, trails, signs, parking lots, playscapes, restrooms, shelters, etc... immediately after completion of mowing.
- O. The Contractor is responsible for any damage to turf or other property. Repairs will be completed at the contractor's expense at the discretion of the City.
- P. The Contractor is responsible to ensure all equipment safeguards are in place and all employees are trained and experienced in safety and all proper work place practices.
- Q. The Contractor will ensure proper signage and safety equipment must be used when performing any work.

- R. The Contractor will complete all mowing, trimming, pesticide application, and weed whipping operations without damage to flowers, trees, shrubs, headstones, or irrigation systems. Damage of this nature will be repaired at the contractor's expense at the discretion of the City
- S. The Contractor must remove and properly dispose of all litter, stones, brush, and other debris from all contractual grass and landscaped areas prior to each mowing.
- T. At the completion of mowing each occurrence no, unmowed turf, clumped grass, weeds or litter shall remain.

2.2.2. LANDSCAPE BED MAINTENANCE

- 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 areas of responsibility.
- C. The Contractor is responsible to ensure all landscape beds remain weed free throughout the entire contract season. May 1 through October 30.
- D. Any crosshatched area identified on the maps that are not mowed will be considered a landscape bed, including, rocks, stones, mulch areas.
- 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 perennials, hosta, daylilies, decorative grasses, etc... will be trimmed 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 will be responsible for preseason cleaning to remove litter, leaves, sticks, and other debris each spring season, prior to the start of the mowing.
- H. The Contractor must adhere to all state and federal regulations regarding application of all pesticides, vegetation killers and turf broadleaf weed control chemicals.
- I. 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.

- J. All shrubs and hedges will be pruned at minimum, every six (6) weeks between May 1, and October 30.
- K. The contractor will prune all plants, shrubs, and trees, to provide uniform growth using accepted horticultural practices.
- L. All basal sucker growth on trees and shrubs will be removed monthly.

2.2.3. HERBICIDE (NON-TURF AREAS)

- A. The Contractor is responsible for maintaining areas of the contract weed free as identified in the contract bid tab.
- B. The Contractor is responsible for all weed control in non turf areas. Adjacent walks, trails, parking lots, brick pavers, stamped concrete, walls, landscaped beds, curb seams, and other non turf areas will be kept weed free from May 1st through October..
- C. The Contractor or his designate are required to have valid pesticide application certification and adhere to all state and federal regulations regarding application of all chemical pesticides, vegetation killers, mole control, and turf broadleaf weed and fertilizer chemicals.
- D. All chemicals used by the contractor must receive approval by the Contract Administrator prior to application. The Contractor will supply the City with dates and materials applied and Material Safety Data Sheets (MSDS) for all chemicals used.

2.2.4. BROADLEAF CONTROL

- A. The Contractor will be responsible for providing fall turf broadleaf weed control as identified in the contract bid tabs.
- B. Contractor will treat the entire turf area for broadleaf weed control once each season between September 1 and October 15.
- C. The Contractor or his designate are required to have pesticide application certification and adhere to all state and federal regulations regarding application of all chemical pesticides, vegetation killers, mole control, and turf broadleaf weed and fertilizer chemicals.
- D. All chemicals used by the contractor must receive approval by the Contract Administrator prior to application. The Contractor will supply the City with dates and materials applied and MSDS for all chemicals used.

2.2.5. EDGING

- A. The Contractor will be responsible for providing edging of all walks and paved trails as identified in the contract bid tabs.
- B. Edging will consist of removing turf and weed growth that exists and overgrows the sidewalk and other paved, (asphalt and concrete) walkways and trails.
- C. The Contractor will be responsible for removing growth on the sidewalk using tools and techniques to provide a straight, smooth cut line where the walkway and turf area both meet.
- D. Edging of walks will be completed as listed for areas, in June and again in September.
- E. The Contractor will be responsible for removal and proper disposal of all, sod, dirt, and other debris from the site.
- F. The Contractor will be responsible for any damage incurred including irrigation heads and irrigation lines.

2.2.6 LEAF PICKUP

- A. The contractor will be responsible for removal of leaves in some areas as designated in the bid tabs
- B. Leaf pickup will involve blowing and collecting, and proper disposal of all leaves in turf, non turf, and landscape bed areas.

2.3. SECTION SPECIFICATIONS

2.3.1. SECTION A: ROADSIDE AND BOULEVARDS

- A. The Contractor will be responsible for all mowing, landscape bed maintenance, fall turf broadleaf weed control, leaf pickup, and herbicide application in areas listed under Section A Roadsides and Boulevards bid tabs.
- B. All landscaped and groundcover beds will be maintained weed free throughout the mowing season. 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.
- C. All brick pavers and all joints adjacent to curbing and road surface will be maintained weed free throughout the mowing season. Contractor will apply herbicide(s) to eliminate all weeds and grasses in undesired areas, to be done as frequently as necessary.

- D. 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 weekly.
- E. All shrubs and hedges will be pruned every six (6) weeks, to provide uniform growth, using accepted horticultural practices.
- F. All basal sucker growth on trees and shrubs will be removed monthly.
- G. Select guard rails will mowed/trimmed from road/curb edge to one (1) foot behind guard rail.
- H. A list of guardrails and occurrences is included in the bid tab for section A. A map of all guardrails is included in this document.
- I. Contractor will treat the entire turf area for broadleaf weed control once each season between September 1 and October 15.
- J. All chemicals used by contractor must receive prior approval by the Contract Administrator prior to application. The Contractor will supply the City with dates and materials applied and MSDS for all chemicals used.
- K. Contractor must advise the City at least one day prior to all herbicide applications and must maintain and provide as necessary a record of spray activity including dates, times, locations, and applicator(s).
- L. The Contractor will provide leaf collection and removal on corner lots as listed in the bid tabs between November 1 & November 15th.

2.3.2. SECTION B: CITY CENTER and PROPERTIES

- A. Section B consists of mowing and edging properties in the City Center area (City Hall area), and other park properties. Edging of walks is required as indicated including leaf removal for City Hall in November. A portion of Section B has alternate week mowing.
- B. City Hall turf will be mowed every fifth day. Monday and Friday the first week, Wednesday the second week, and continue rotation through the end of the season.
- C. Edging of walks will be completed as listed for areas, in June and again in September. Locations and occurrences are listed in the bid tab.
- D. The Contractor will mow Indian Fields and Dry Prairie Cemeteries twice on the week preceding the Memorial Day weekend.

- E. The Contractor will responsible for removing and proper disposal of litter and debris prior to mowing.

2.3.3. SECTION C: OUTLOTS

- A. Section C lists the “outlots”, street dead ends, and vacant lots requiring periodic mowing.
- B. The Contractor will responsible for removing and proper disposal of litter and debris prior to mowing.
- C. The contractor is responsible for review of the bid tab for locations and occurrences for mowing each lot.
- D. The contractor is responsible for evenly spacing out mowing occurrences during each half of the contract.

2.3.4. SECTION D: MDOT PROPERTIES

- A. The contractor is responsible for periodic mowing of MDOT properties.
- B. The Contractor will responsible for removing and proper disposal of litter and debris prior to mowing.
- C. The contractor is responsible for review of the bid tab for locations and occurrences for mowing each lot.
- D. The contractor is responsible evenly spacing out mowing occurrences during each half of the contract.
- E. The contractor mowing height will be 3-4 inches.
- F. The Contractor is responsible for removing and proper disposal of litter and debris prior to mowing.
- G. Separate insurance requirements for section D are listed in 1.9.

**3. CITY OF PORTAGE PROJECT INFORMATION SHEET
MOWING, TRIMMING AND LANDSCAPE MAINTENANCE**

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

a. Please indicate the response that best describes your business:

_____Sole Proprietor _____Partnership _____Corporation

_____Other (please explain)_____

b. Business Name:_____

Address:_____

Telephone Number:_____Fax:_____

First Date in Business:_____

c. Is your business involved in any proceedings that may affect the ability of the business to continue under the current business name for the duration of the project?

_____Yes _____No

If yes, please explain (use additional page)

d. Is your business up for sale? _____Yes _____No

If yes, please explain (use additional page).

e. Primary staff to be assigned to the project:

Owner/Partner: _____

Project Supervisor: _____

Significant Technicians and Employees to be assigned:

f. Experience: Please indicate below the experience of your business pertaining to the specific type of work listed. Please restrict projects listed to those projects performed by the individuals identified for the Portage project. Under the Self-Evaluation Section, please rate how you believe the contact person in charge of the project would rate services if they were contacted by the City of Portage and asked to rate overall satisfaction with the services provided by your business. Please restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

Please list projects similar to work requested for this project where staff identified in Section e have provided services.

<u>Name of Company</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Contract Cost</u>	<u>Self Evaluation</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

(If more than three projects have been performed, please list the top three (3) that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

Please list other related projects that staff identified in Section e have provided services for:

<u>Name of Company</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Contract Cost</u>	<u>Self Evaluation</u>
A. _____				
B. _____				
C. _____				

(If more than three (3) projects have been performed, please list the top three (3) that you feel are most comparable to the scope of work being requested. Do not list projects over 10 years old.)

List any other service projects that you feel may indicate the ability of your business to perform the work requested [use additional page(s) if necessary].

g. If it becomes necessary to perform extra work the following hourly rates will apply:

Owner/Partner: \$ _____ /hour

Supervisor: \$ _____ /hour

Service Employees: \$ _____ /hour

Clericals: \$ _____ /hour

Others (Please identify)

_____ \$ _____ /hour

_____ \$ _____ /hour

_____ \$ _____ /hour

h. If materials are required for any extra work as herein defined, please list all such items below (an example might be road salt).

<u>Item</u>	<u>Unit (lb. ton, etc.)</u>	<u>Unit Price</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

i. Subcontractors:

Do you propose to use any subcontractors to perform work in accordance with this contract? Yes No. (If yes, please identify subcontractor and work to be performed.)

j. Equipment -- List all powered equipment owned or available to your business in carrying out all work per the specifications provided.

<u>Description</u>	<u>Year of Equipment</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(If more equipment is available, please list on additional page.)

- k. Business Employees Assigned to Project – List the number of supervisors and service employees that will be available to carry out work under this contract.

Number of Supervisory Personnel: _____

Number of Service Personnel: _____

- l. A Project Information Sheet and a Bid Proposal Page are required for submission as a part of these specifications. Have all items been included with your proposal?

_____ Yes _____ No. If answer is no, please explain.

- m. The award of the contract is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid?

_____ Yes _____ No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary)

- n. Do you understand and can you obtain for this project insurance that is acceptable to

A. the City of Portage _____ Yes _____ No

B. the State of Michigan _____ Yes _____ No

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the business identified in Question a above to execute this information sheet on behalf of that business.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Bid Document.

FIRM: _____

BY: _____
(signature)

BY: _____
(please print)

POSITION: _____

TELEPHONE: _____ FAX: _____

**CITY OF PORTAGE
 BID PROPOSAL
 MOWING, TRIMMING, AND LANDSCAPE MAINTENANCE**

I, the undersigned, have read the specifications and understand the scope of this project, have completed and submitted the General Information Sheet, and can obtain the necessary insurance. I further propose to weekly mow and trim all the specified areas, and perform all other specified landscape maintenance. The City reserves the right to award any part of the bid.

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
SECTION A - ROADSIDES & BOULEVARDS					
<i>A1. Romence Road Parkway. Westnedge to Lovers Lane.</i>					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A2. Romence Road Blvd., Lovers Lane to East of Portage Road. (Mow Islands Only)</i>					
a. Mowing	\$	6		9	\$
b. Broadleaf control	\$	0		1	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
A3. Constitution Blvd.					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
A4. 1014 Romence Rd. NW Corner of Romence & Constitution Blvd.					
a. Mowing	\$	6	\$	6	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
A5. Constitution & Romence. NE Corner.					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Leaf Pickup	\$		xxx	1	\$
e. Herbicide (non-turf areas)	\$	2	\$	3	\$
A6. W. Centre Blvd.					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
A7. Angling Blvd.					

	Price per Occurrence	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
		Estimated Occurrences	Cost	Estimated Occurrences	Cost	
a. Mowing	\$	6	\$	9	\$	\$
b. Broadleaf control	\$	0	xxx	1	\$	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$	\$
<i>A8. Shaver Blvd.</i>						
a. Mowing	\$	6	\$	9	\$	\$
b. Broadleaf control	\$	0	xxx	1	\$	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$	\$
<i>A9. Shaver Road & Oakland Drive Triangles</i>						
a. Mowing	\$	6	\$	9	\$	\$
b. Broadleaf control	\$	0		1	\$	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$	\$
<i>A10. East Centre Avenue</i>						
a. Mowing	\$	6	\$	9	\$	\$
b. Broadleaf control	\$	0	xxx	1	\$	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$	\$
<i>A11. East Milham Avenue</i>						
a. Mowing	\$	6	\$	9	\$	\$
b. Broadleaf control	\$	0	xxx	1	\$	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A12. Lovers Lane Blvds.</i>					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A13. Lovers Lane. South of Milham.</i>					
a. Mowing	\$	6	\$	9	\$
<i>A14. Portage Road Blvd.</i>					
a. Mowing	\$	6	xxx	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A15. Gladys Street Triangles</i>					
a. Mowing	\$	6	\$	9	\$
b. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A16. Romence Road & Oakland Drive. SE Corner.</i>					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Leaf pickup	\$	0	xxx	1	\$
e. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A17. Oakland & Romence. NW & NE Corners.</i>					

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
a. Mowing	\$	6	\$	9	\$
b. Leaf pickup	\$	0	xxx	1	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A18. Oakland & Kilgore</i>					
a. Mowing	\$	6	\$	6	\$
b. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A19. Milham & Oakland. SE & NW Corners. 5932 & 6017 Oakland Drive.</i>					
a. Mowing	\$	6	\$	9	\$
b. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A20. 9501 Shaver Rd. Eliason Preserve.</i>					
a. Mowing	\$	6	\$	9	\$
<i>A21. Leaf Compost Facility. 10905 Oakland Drive.</i>					
a. Mowing	\$	6	\$	9	\$
<i>22. Garden Lane Trail East of Celery Flats</i>					
a. Mowing	\$	6	\$	9	\$
<i>A23. Garden Lane West of Celery Flats</i>					
a. Mowing	\$	6	\$	9	\$
c. Landscape bed maintenance	\$	1	\$	1	\$
<i>A24. Guard Rails</i>					
a. Angling	\$	2	\$	2	\$
b. Centre (west), Portage Creek	\$	4	\$	2	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
c. East Shore	\$	2	\$	1	\$
d. Forest Drive	\$	2	\$	1	\$
e. Garden Lane	\$	2	\$	1	\$
f. Long Lake Drive	\$	2	\$	1	\$
g. Mandigo	\$	2	\$	1	\$
h. Milham	\$	2	\$	1	\$
i. Oakland	\$	2	\$	1	\$
j. Osterhout	\$	2	\$	1	\$
k. Portage	\$	2	\$	1	\$
l. South Westnedge	\$	2	\$	1	\$
m. Vanderbilt	\$	2	\$	1	\$
<i>A25. S. Westnedge Blvd.</i>					
a. Mowing	\$	6	\$	9	\$
b. Broadleaf control	\$	0	xxx	1	\$
c. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
d. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A26. Shaver Road Entrance Sign. 2810 Avalon Woods Drive.</i>					
a. Mowing	\$	6	\$	9	\$
b. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$
<i>A27. W. Centre Entrance Sign</i>					
a. Mowing	\$	6	\$	9	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total	
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences		Cost
b. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$	\$
c. Herbicide (non-turf areas)	\$	2	\$	3	\$	\$
<i>A28. 4401 Provence & Romence Rd Cul-de-sac</i>						
a. Mowing	\$	6	\$	9	\$	\$
<i>A29. Industrial Drive (Alternate Weeks)</i>						
a. Mowing	\$	4	\$	8	\$	\$
<i>A 30. Tech Park Way</i>						
a. Mowing	\$	6	\$	9	\$	\$
SECTION A SUBTOTAL						\$

SECTION B - CITY CENTER & PROPERTIES						
<i>B1. City Hall. 7900 S. Westnedge.</i>						
a. Mowing (every 5th day)	\$	13	\$	23	\$	\$
b. Edging	\$	1	\$	1	\$	\$
<i>B2. Point Gardens</i>						
a. Mowing	\$	9	\$	17	\$	\$
b. Edging	\$	1	\$	1	\$	\$
<i>B3. Senior Center. 320 Library Lane.</i>						
a. Mowing	\$	9	\$	17	\$	\$
b. Edging	\$	1	\$	1	\$	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
<i>B4. Veterans' Park - 7801 Library Lane & South Arboretum - 7851 S. Westnedge.</i>					
a. Mowing	\$	9	\$	17	\$
b. Edging	\$	1	\$	1	\$
<i>B5. Brown Avenue Lots 122, 214, 228 (Alternate weeks)</i>					
a. Mowing	\$	4	\$	8	\$
<i>B6. Police/Court/Fire #1. 7810 Shaver Rd.</i>					
a. Mowing	\$	9	\$	17	\$
b. Edging	\$	1	\$	1	\$
<i>B7. Central Park/Bandshell. 7810 Shaver Rd.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B8. Liberty Park. 7647 S. Westnedge.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B9. West Fork Park. 5121 S. Westnedge.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B10. Dry Prairie Cemetery. 1705 W. Milham.</i>					
a. Mowing	\$	10	\$	17	\$
<i>B11. Indian Fields Cemetery. 2023 E. Milham.</i>					
a. Mowing	\$	10	\$	17	\$
<i>B12. Public Services Facility. 7719 S. Westnedge.</i>					
a. Mowing lawns & berm	\$	9	\$	17	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
b. Mowing NW corner & drain. (Alternate week)	\$	4	\$	8	\$
<i>B13. Old P.C.O.C. 7130 S. Westnedge. (Alternate weeks).</i>					
a. Mowing	\$	4	\$	8	\$
<i>B14. 125 E. Centre. (Alternate weeks).</i>					
a. Mowing	\$	4	\$	8	\$
<i>B15. Celery Flats Historical Area. 7334 & 7336 Garden Lane</i>					
a. Mowing	\$	9	\$	17	\$
<i>B16. Celery Flats. 7335 Garden Lane.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B17. Celery Flats Trails. Library north to Canoe Launch & Bridge.</i>					
a. Mowing	\$	4	\$	8	\$
<i>B18. East Milham Pedestrian Overpass Area</i>					
a. Mowing	\$	9	\$	17	\$
<i>B19. Fire Department Training Facility. 9018 S. Westnedge. (Alternate weeks)</i>					
a. Mowing	\$	4	\$	8	\$
<i>B20. Millennium Park. 280 W. Romence Road.</i>					
a. Mowing	\$	9	\$	17	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
<i>B21. Millennium Park Trail North (Alternate weeks)</i>					
a. Mowing	\$	4	\$	8	\$
<i>B22. Millennium Park Trail South (Alternate weeks)</i>					
a. Mowing	\$	4	\$	8	\$
<i>B23. Harbors West Park. 3458 Summersong Path.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B24. Trailhead Park. 424 Kilgore Rd.</i>					
a. Mowing	\$	9	\$	17	\$
<i>B25. Shaver Road Bikeway (Alternate week)</i>					
a. Mowing	\$	4	\$	8	\$
<i>B26. Romence Road Pedestrian Bridges. (Alternate weeks)</i>					
a. Mowing	\$	4	\$	8	\$
SECTION B TOTAL					\$

SECTION C – OUTLOT MOWING					
<i>C1. Rainbow - Lot between 824 & 808</i>	\$	8	\$	16	\$
<i>C2. Davcliff - Lot between 3340 & 3382</i>	\$	4	\$	8	\$
<i>C3. 431 Southland</i>	\$	4	\$	8	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
<i>C4. 1600 Friendly - Lot between 1528 & 1612</i>	\$	4	\$	8	\$
<i>C5. 4400 Fireside - Lot between 4342 & 4410</i>	\$	4	\$	8	\$
<i>C6. 8532 Newells Lane Outlot. Corner Lot at Lake St.</i>	\$	4	\$	8	\$
<i>C7. Forest Drive at Ames Outlot</i>	\$	4	\$	8	\$
<i>C8. Mapleridge (Off Kilgore). South End to Fence</i>	\$	4	\$	8	\$
<i>C9. 8009 Oak St. Outlot</i>	\$	4	\$	8	\$
<i>C10. 5916 Oakland Outlot</i>	\$	4	\$	8	\$
<i>C11. 1014 Romence Outlot</i>	\$	4	\$	8	\$
<i>C12. Outlots at Amos and S. Westnedge. (117, 118, 124, 129, 130 Amos and 5441 S. Westnedge)</i>	\$	4	\$	8	\$
<i>C13. 212 Idaho Outlot</i>	\$	4	\$	8	\$
<i>C14. 8765 Waruf Outlot</i>	\$	4	\$	8	\$
<i>C15. 2226 Eckener Outlot</i>	\$	4	\$	8	\$
TOTAL SECTION C					\$

SECTION D - MDOT PROPERTY					
D1. I-94 & S. Westnedge Interchanges. Including 5600 S. Westnedge					
a. Mowing	\$	3	\$	5	\$

	May 1 - June 30, 2013		July 1 - October 30, 2013		Season Total
	Price per Occurrence	Estimated Occurrences	Cost	Estimated Occurrences	
D2. I-94 & Oakland Drive Interchanges & Ride Share Lot					
a. Mowing	\$	3	\$	5	\$
b. Herbicide (non-turf areas)	\$	2	\$	3	\$
b. Herbicide non-turf					
D3. US-131 & W. Centre Interchanges & Ride Share Lot					
a. Mowing	\$	3	\$	5	\$
b. Herbicide non-turf					
D4. Portage Road Entrance Sign					
a. Mowing	\$	3	\$	5	\$
b. Landscape bed maintenance	N/A	First Half	\$	Second Half	\$
D5. I94/Westnedge Retention Basins					
a. Mowing	\$	3	\$	5	\$
TOTAL SECTION D					\$

Total Section A	\$
Total Section B	\$
Total Section C	\$
Total Section D	\$

TERMS: _____
(Minimum of 30 days, please
specify any discounts given)

BIDDER FIRM: _____

BY: _____

Signature

DATE: _____

BY: _____

Print or Type

POSITION: _____

ADDRESS: _____

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 mowing, trimming, and landscape 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:

Section A: Roadsides & Boulevards	\$ _____
Section B: City Center & Properties	\$ _____
Section C: Outlots	\$ _____
Section D: MDOT Properties	\$ _____

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 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. City of Portage Contract Conditions and Specifications
3. Instructions to Bidders
4. Scope of Work
5. Location Maps
6. Contractor's 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.

(SEAL)

CONTRACTOR

Witness:

By: _____

Signature

Print name and Title

Print Name and Title

(SEAL)

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: _____

C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:

I, _____, certify that I am the
owner/partner of the company named as Contractor in the contract and that I have the authority to bind
_____ , to contractual
agreements.

Print or type name of company/DBA

Dated: _____, 20____ By: _____
Its: _____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.