

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

Westfield Park Tennis Court Improvements

If your firm plans to bid on this project, please send an e-mail response to johnsonj@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: June 19, 2013

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Wednesday, July 10, 2013 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Westfield Park Tennis Court Improvements

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Tennis Court Improvements

FOR OPENING: July 10, 2013

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/government. Bid packages will also be mailed upon request.

There will be a pre-bid meeting at 10:00 a.m. on Thursday, June 27, 2013 in Conference Room #1 in the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

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

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534. Questions regarding the specifications may be directed to Deputy Director of Streets & Parks Ray Waurio at (269) 329-4430.

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1. INSTRUCTIONS TO BIDDERS

- 1.1. FORM -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
- 1.2. MODIFICATIONS -- Proposal shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- 1.3. EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE -- Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the Proposal the sum to cover the cost of all items included on the proposal form.
- 1.4. DELIVERY OF PROPOSALS -- Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the Bidder unopened.
- 1.5. WITHDRAWAL -- Any Bidder may withdraw his Proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of Proposals.
- 1.6. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- 1.7. INTERPRETATION OF DOCUMENTS -- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.
- 1.8. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each

Addendum shall be acknowledged in the Proposal.

- 1.9. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.
- 1.10. NONDISCRIMINATION -- The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

- 1.11. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of

Proposals.

1.12. PERFORMANCE, MAINTENANCE AND LABOR & MATERIAL BONDS -- The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, a Maintenance and Guarantee Bond equal to twenty-five percent (25%) of the Contract Amount which shall be effective for two years beyond the date of final payment, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

1.13. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

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

1.14.1. Transmittal page must be plainly marked:

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

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

1.14.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.14.4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

1.15. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

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

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

1.16. INSURANCE REQUIREMENTS

Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). The certificate of insurance must contain the following statement: The City of Portage, its agents, elected officials, and employees, is included as an additionally insured party. This insurance must consist of:

1.16.1. Workers Compensation

Workers Compensation insurance, including Employer's Liability to cover employee injuries or disease compensable under the Workers Compensation statutes of the states in which work is conducted under this contract.

1.16.2. Comprehensive General Liability

Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.

- A) All premises and operations.
- B) Explosion, collapse and underground damage.
- C) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.
- D) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.
- E) Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1.16.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the light of

standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.16.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

1.16.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

- | | | |
|----|--|-------------|
| A. | Workers Compensation | Statutory |
| B. | Comprehensive General Liability
Combined Single Limit (including sub-contractors) | \$1,000,000 |
| C. | Comprehensive Automobile Liability
Combined Single Limit (Injury and Property Damage) | \$1,000,000 |
| D. | Umbrella or Excess Liability | \$2,000,000 |

1.16.6. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that prior written notice shall be given to the City of cancellation or of intent not to renew.

1.16.7. Evidence of Coverage

The Insurance Certificates referenced above must be submitted within ten (10) working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries

insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

1.17. Indemnification (This provision shall take precedence over the indemnification clause contained in the City of Portage Contract Conditions and Specifications)

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) 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, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, 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. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

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.

1.18. Retainage Requirement

In accordance with the State of Michigan Public Act 524 of 1980, retainage will be withheld for any construction contract in excess of \$30,000. Ten percent (10%) retainage will be withheld from the first fifty percent (50%) of the contracted amount.

1.19. 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. Each bid shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

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

2. **SPECIFICATION**

The Parks, Recreation and Public Services Department is requesting bids for replacement of existing two (2) tennis courts at Westfield Park located at 4500 West Milham Avenue. **See attachment #1** . Both tennis courts will be replaced with hot mix asphalt (HMA) 13A base course and a 36A limestone HMA surface course. **See attachment #2 for HMA specifications**. In addition, the successful contractor will install two (2) net/posts systems, a textured acrylic color playing surface and re-stripe the tennis courts. Contractor should field measure prior to submitting bid.

2.1. The City of Portage will remove the following before commencement of the project:

2.1.1. The existing tennis court asphalt at Westfield Park.

2.1.2. The existing fence mesh and bottom rail will be removed on the south, east and north sides of the tennis courts. The five (5) feet west side section of the fencing will be removed for easy equipment access.

2.1.3. The existing tennis court net posts will be removed.

2.2. Contractor will be required to grade, shape, and compact the existing gravel base. Contractor will add 22A stabilized gravel to sections of the court base to ensure a thoroughly compacted gravel thickness of six (6) inches. **See attachment #3 for 22A gravel specifications**. Provide aggregate with a uniform gradation and free from contamination when placed. Do not place aggregate base on frozen, soft, unstable or

ruted subgrade, subbase, or aggregate base. Additives may be used to ease compaction, shaping, and maintenance of the aggregate surface. Do not rut or distort the subbase material or aggregate base during spreading. A vibratory compactor or pneumatic-tired roller is recommended for compaction purposes.

- 2.3. Contractor will furnish, install, and compact the 13A HMA base course to a thickness of 1.5”.
- 2.4. Contractor will furnish, install, and compact the surface wear course with 36A limestone HMA to a thickness of 1.5” while ensuring a slope of 0.8-1.0% side to side to ensure proper drainage. During the application of the surface wear course, the contractor will check for proper slope to ensure water ponding does not occur on the court surface.
- 2.5. The contractor will install two (2) new net/post systems for each tennis court which include posts, sleeves, and center tie-downs for both courts. **See Attachment #4A and #4B for tennis court layout plan.** The net post and center strap anchor footing will be poured with concrete grade S3 with a compressive rating of 3,000 psi. **See attachment #5 for MDOT concrete grade S3 specifications and see attachment #6 and #7 for net post and center strap anchor instructions.** Net/post/center anchor systems (2) to be provided by City of Portage.
- 2.6. Contractor will paint all courts using blue and green with a five (5) coat acrylic color coating system applied per manufacturer specifications. **See attachment #8.**
- 2.7. Contractor will stripe the two (2) courts according to United States Tennis Association (USTA) guidelines. Lines to be masked with tape and hand-brushed for clarity. **See Attachment #4A, #4B, and #8.**
- 2.8. Contractor will restore construction area damage to surrounding lawn by install top dirt and grass seed. The Contractor shall use a processed top soil containing a minimum of 4% organic content approved by the Project Manager. All areas restored shall be seeded immediately following the placement of the top soil. Seeding shall be done with a mixture of 60% Kentucky Blue Grass, 30% Creeping Red Fescue, and 10% Perennial Rye, or approved equal. Following the area’s seeding, it shall be covered with straw. In addition, the contractor may elect to hydro-seed if desired. Both top dirt and grass seed will be included in the restoration pay item per square yard.
- 2.9. Contractor will install all necessary barricading to keep sites safe for the public during construction. Cost for the barricading will be included in the HMA price per ton. **See Attachment #9.**

2.10. The Contractor shall remove all rubbish and accumulated materials due to his/her construction.

2.11. Work shall be completed by September 20, 2013.

CITY OF PORTAGE PROPOSAL FORM

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of _____ Dollars (\$ _____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

Disclosure: Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: _____

 (address of disposal site*)

Name & Address of _____
 Disposal Site Owner _____

*Attach separate Sheet(s) for multiple disposal sites.

Westfield Park Tennis Courts (2) Improvements

ITEM NO.	PAY ITEM	UNITS	EST. QTY	UNIT PRICE	TOTAL PRICE
1.	Add 22A stabilized gravel base as required	CYD	50	\$	\$
2.	Grade, shape, & compact existing gravel base	EA	1	\$	\$
3.	Furnish, install, & compact 1.5" HMA 13A base	TON	150	\$	\$
4.	Furnish, install, & compact 1.5" HMA 36A limestone surface course	TON	150	\$	\$
5.	Install 2 new tennis court net/post/center anchor systems. Net/post systems to be provided by the City of Portage	EA	2	\$	\$
6.	Install a 5 course color system which includes 2 acrylic leveling layers. Blue & green colors.	EA	1	\$	\$
7.	Stripe 2 courts according to the USTA guidelines	EA	2	\$	\$
8.	Top dirt & grass seed restoration	SYD	770	\$	\$

GRAND TOTAL \$ _____

BIDDER FIRM: _____

BY: _____
Signature

BY: _____
Print or Type

POSITION: _____

DATE: _____

ADDRESS: _____

PHONE: _____

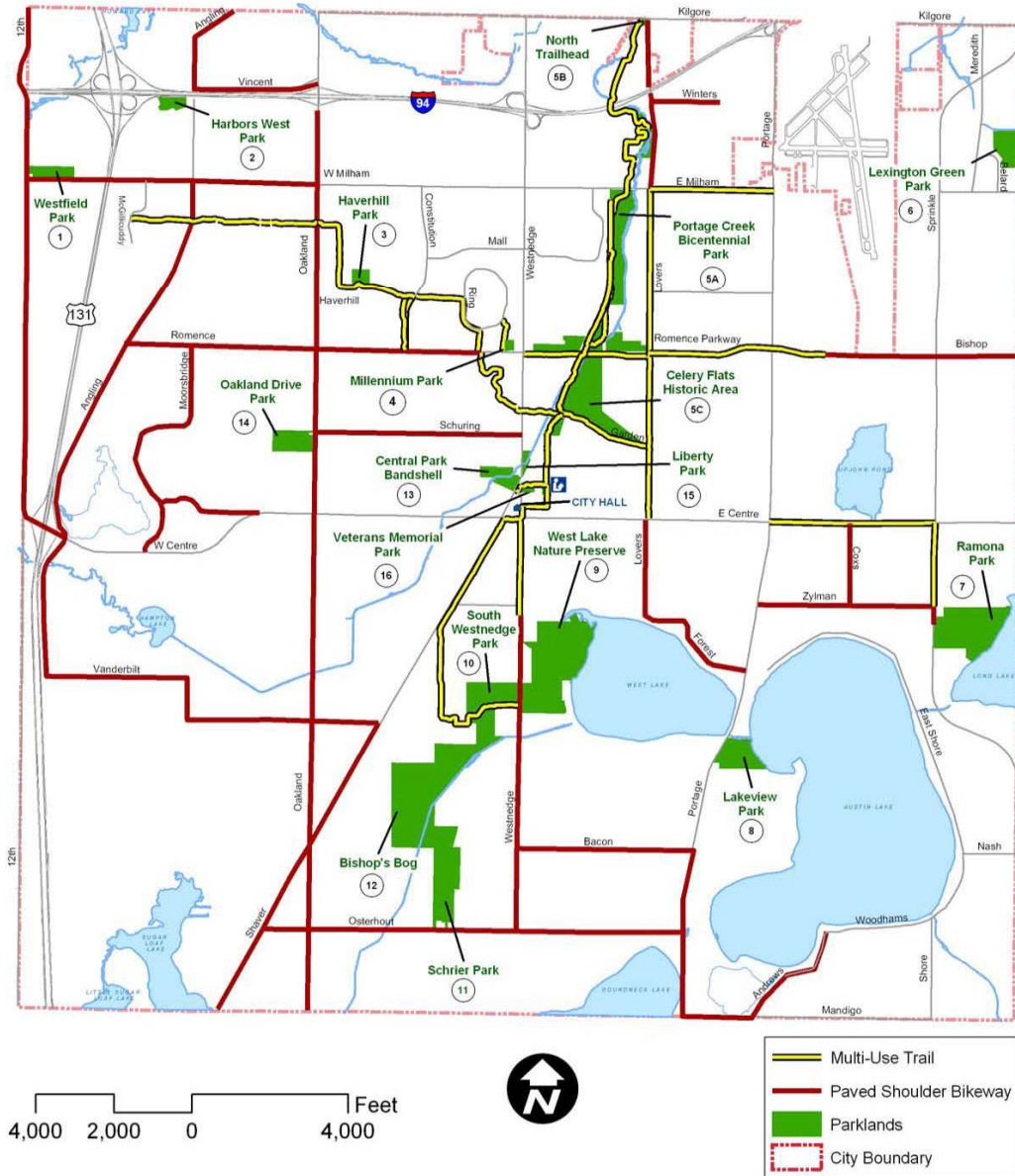
FAX: _____

Attachment #1
Westfield Park Location Map



CITY OF PORTAGE

PARK SYSTEM AND BIKEWAYS / TRAILS



Attachment #2

SPECIAL PROVISION FOR HMA, PLANT MIXED

- a. **Description** Plant mixed HMA shall consist of asphalt binder, aggregates, mineral filler and other additives.
- b. **Materials** Materials shall be in accordance with Michigan Department of Transportation (MDOT) Standard Specifications for Construction Subsection 501.02 of the 2012 edition except as shown in the table below.

Mixture No. Mixture Type	13A	13A-Mod.	13	11A	11A-Mod.	36A	36A-Mod. Polymer
Asphalt %	4.0-6.0	5.5-6.0	4.0-6.0	4.0-6.0	4.0-6.0	5.5-8.0	5.5-8.8
PERCENT PASSING INDICATED SIEVE							
1 ½ inch				100	100		
1 inch				90-100	90-100		
¾ inch	100	100	100	70-95	70-95		92-100
½ inch	75-95	75-95	75-95	55-85	55-85	100	100
3/8 inch	60-90	60-90	60-90	40-80	40-80	92-100	92-100
No. 4	45-80	45-80	25-65	25-65	25-65	69-90	65-90
No. 8	30-65	30-65	30-65	15-50	15-50	55-75	55-75
No. 16	20-50	20-50	30-50	10-40	10-40		
No. 30	15-40	15-40	15-40	7-32	7-32	25-45	25-45
No. 50	10-25	10-25	10-25	5-20	5-20		
No. 100	5-15	5-15	5-15	4-12	4-12		
No. 200	3-6	3-6	3-6	3-6	3-6	3-10	3-10
Crushed Min % (MTM 17)	25	80	0	25	40	60	60

Note: 13A, 13A-Mod. 13, 11A, 11A-Mod., 36A, 36A-Mod. Mixtures gradations must satisfy the following ratio:

No more than 50% of the material passing the No. 4 sieve is allowed to pass the No. 30 sieve.

The asphalt performance grade shall be PG-64-22, unless otherwise specified. 36A performance grade shall be PG-64-28.

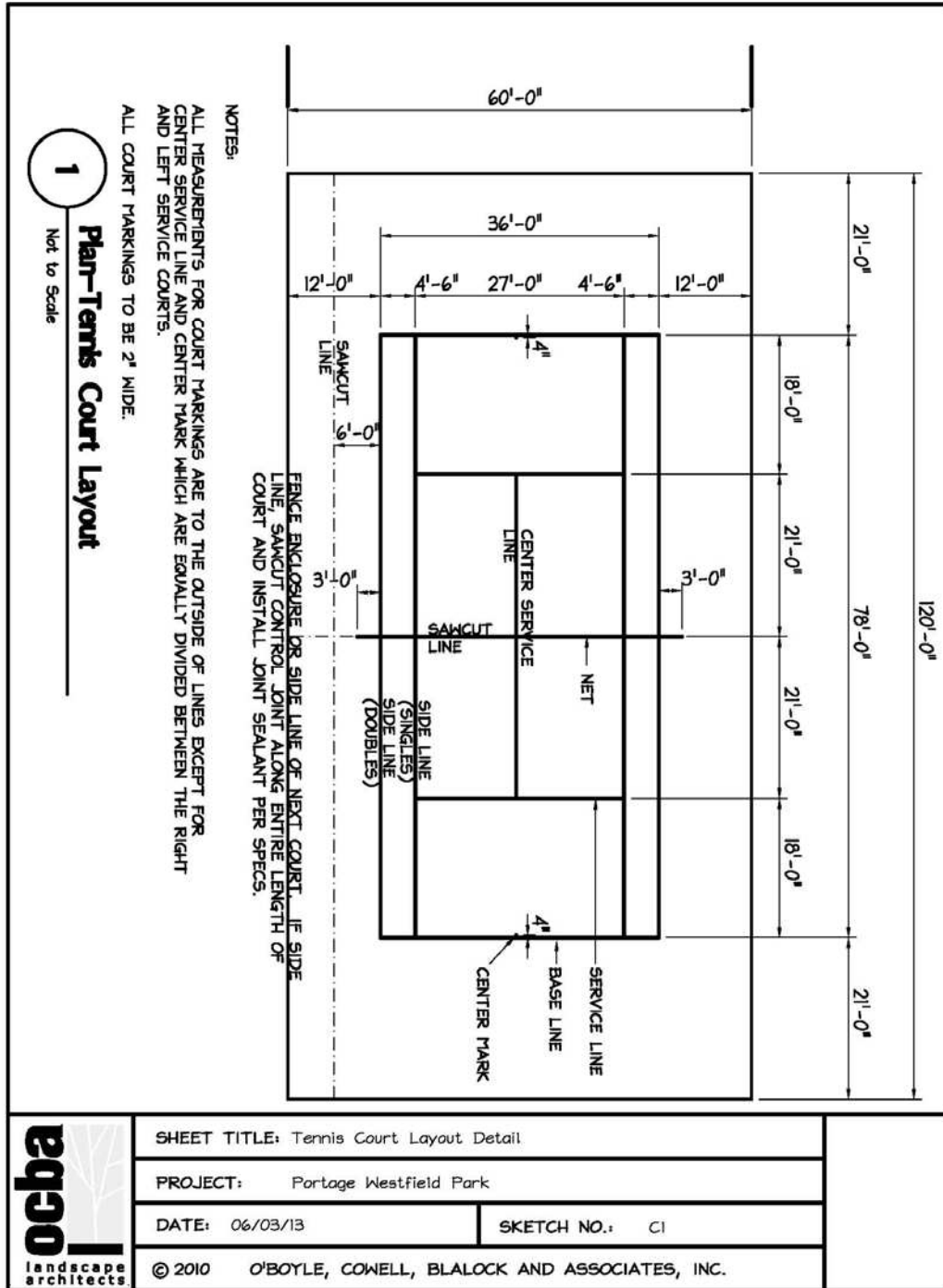
Attachment #3
MDOT 22A Gravel Specifications

902.11

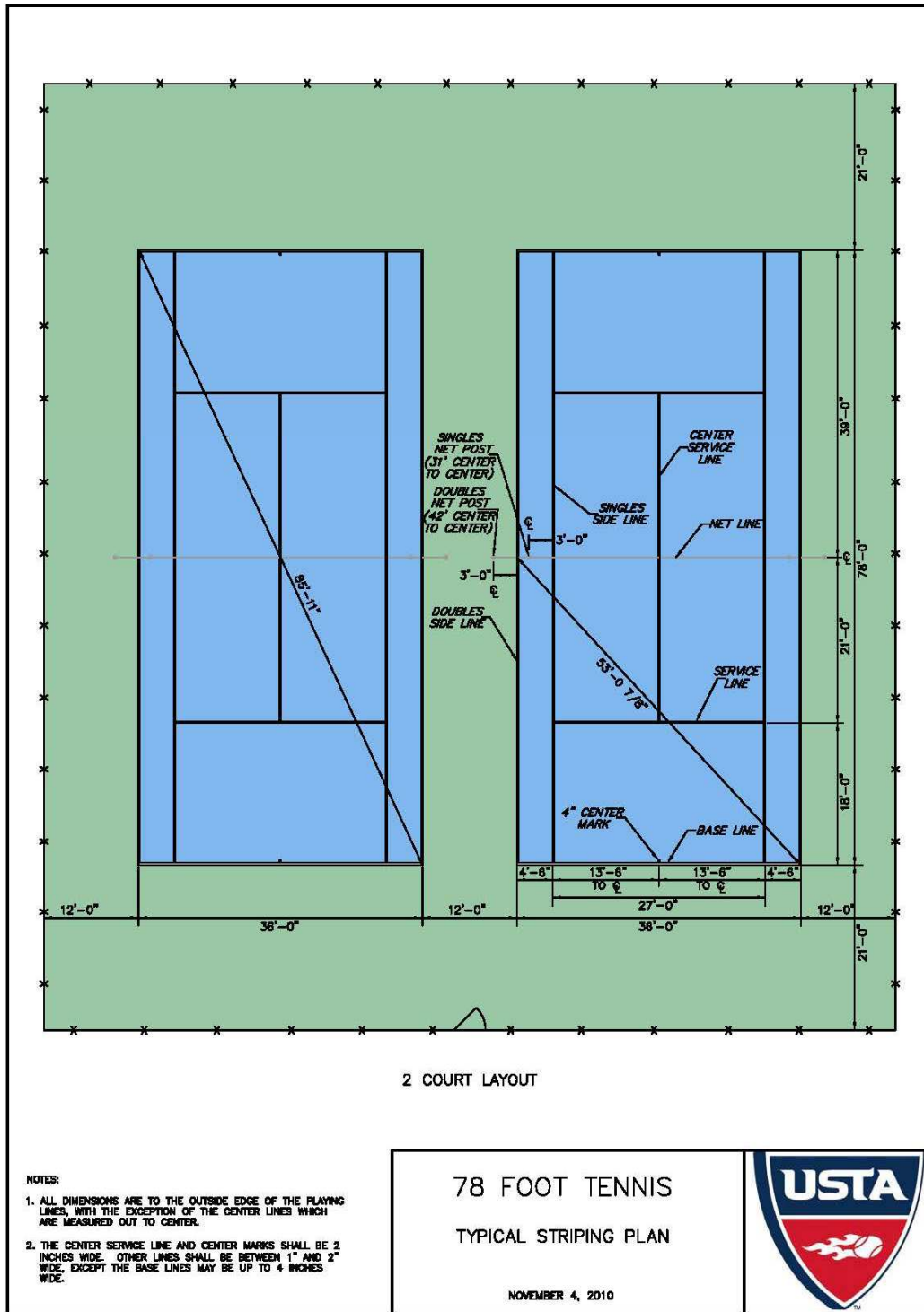
Table 902-1 Grading Requirements for Coarse Aggregates, Dense-Graded Aggregates, and Open-Graded Aggregates													
Material Type	Class	Item of Work by Section Number (Sequential)	Sieve Analysis (MTM 109) Total Percent Passing (a)									Loss by Washing (MTM 108) % Passing No. 200 (a)	
			2½ in	2 in	1½ in	1 in	¾ in	½ in	¾ in	No. 4	No. 8		No. 30
Coarse Aggregates	4 AA (b)	602	100	90-100	40-60	—	0-12	—	—	—	—	—	≤2.0
	6 AAA (b)	602	—	—	100	90-100	60-85	30-60	—	0-8	—	—	≤1.0 (c)
	6 AA (b)	601, 602, 708, 708, 806	—	—	100	95-100	—	30-60	—	0-8	—	—	≤1.0 (c)
	6 A	205, 401, 402, 601, 602, 603, 708, 806	—	—	100	95-100	—	30-60	—	0-8	—	—	≤1.0 (c)
	17 A	401, 406, 701, 706, 708	—	—	—	100	90-100	50-75	—	0-8	—	—	≤1.0 (c)
	25 A	—	—	—	—	—	100	95-100	60-90	5-30	0-12	—	≤3.0
	26 A	706, 712	—	—	—	—	100	95-100	60-90	5-30	0-12	—	≤3.0
Dense-Graded Aggregates	29 A	—	—	—	—	—	100	90-100	10-30	0-10	—	—	≤3.0
	21 AA	302, 304, 305, 306, 307	—	—	100	85-100	—	50-75	—	—	20-45	—	4-8 (d,e)
	21 A	302, 305, 306, 307	—	—	100	85-100	—	50-75	—	—	20-45	—	4-8 (d,e)
	22 A	302, 305, 306, 307	—	—	—	100	90-100	—	65-85	—	30-50	—	4-8 (d, e, f)
Open-Graded Aggregates	23 A	306, 307	—	—	—	100	—	—	60-85	—	25-60	—	9-16 (e)
	4 G (g)	303	—	—	—	—	—	—	—	—	—	—	—
	34 R	401, 404	—	—	—	—	—	100	90-100	—	0-5	—	≤3.0
	34 G	404	—	—	—	—	—	100	95-100	—	0-5	—	≤3.0

a. Based on dry weights.
b. Class 6AAA will be used exclusively for all mainline and ramp concrete pavement when the directional commercial ADT is greater than or equal to 5,000 vehicles per day.
c. Loss by Washing will not exceed 2.0 percent for material produced entirely by crushing rock, boulders, cobbles, slag, or concrete.
d. When used for aggregate base courses, surface courses, shoulders and approaches and the material is produced entirely by crushing rock, boulders, cobbles, slag, or concrete, the maximum limit for Loss by Washing must not exceed 10 percent.
e. The limits for Loss by Washing of dense-graded aggregates are significant to the nearest whole percent.
f. For aggregates produced from sources located in Berrien County, the Loss by Washing must not exceed 8 percent and the sum of Loss by Washing and shale particles must not exceed 10 percent.
g. Reference contract documents.

Attachment #4A
 Plan – Tennis Court Layout



Attachment #4B
78 Foot Tennis – Typical Striping Plan (USTA)



Attachment #5
MDOT S3 Concrete Specifications

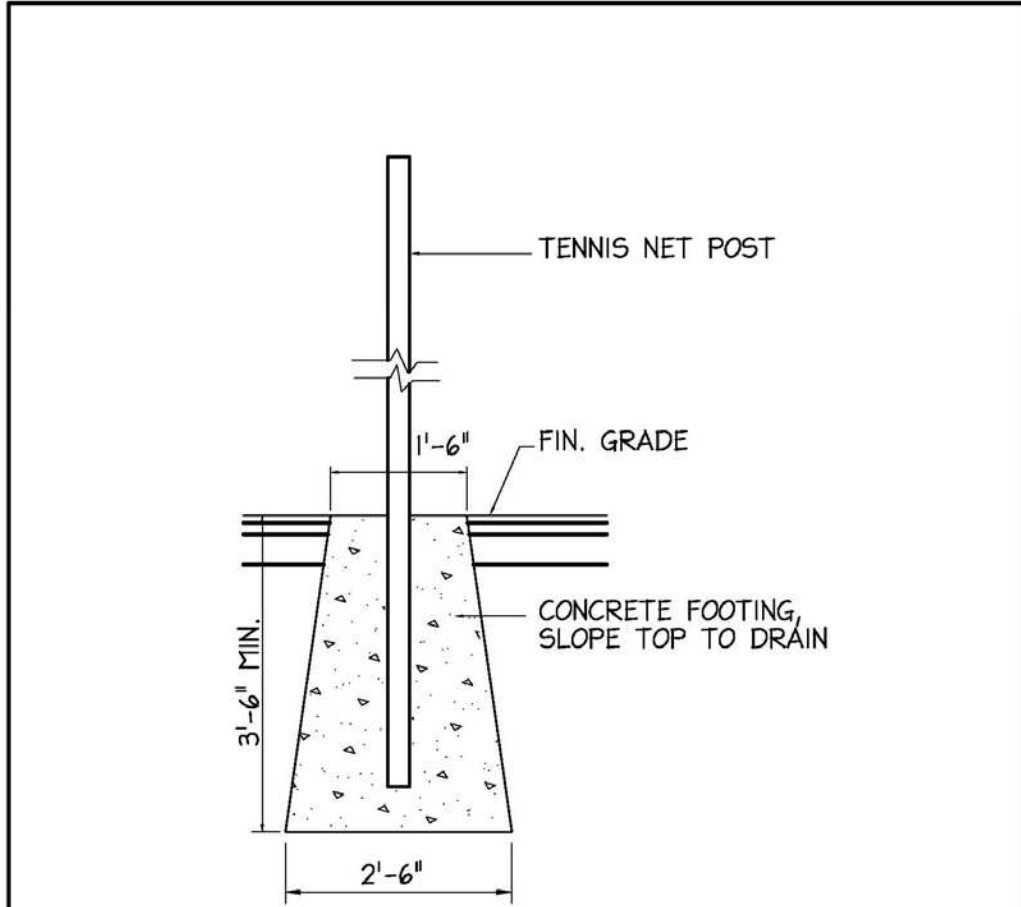
701.04

Table 701-1A Concrete Structure Mixtures by Slump							
Concrete Grade (e, h)	Section Number Reference (i)	Cement content per cubic yard (b, c)		Type A, D or no Admixture	Slump (in)		
					Type MR, F, or G Admixtures (g)		
		lb	sack		Before Admixture	After Admixture (Type MR)	After Admixture (Type F or G)
D (a)	706, 711, 712	658 (d)	7.0	0-3	0-3	0-6	0-7
S1	705	611	6.5	3-5	0-3	3-6	3-7
T	705, 706	611	6.5	3-7	0-4	3-7	3-8
S2 (a)	401, 705, 706, 712,	564	6.0	0-3	0-3	0-6	0-7
	713, 801, 802, 803, 810	526 (d)	5.6				
S3	402, 403, 803, 804, 806	517	5.5	0-3	0-3	0-6	0-7
		489 (d)	5.2				

Note: See Table 701-1B below for table notes.

Table 701-1B Concrete Structure Mixtures by Strength of Concrete									
Concrete Grade (e, h)	Section Number Reference (i)	Cement content per cubic yard (b, c)		Minimum Strength of Concrete (f)					
				Flexural, (psi)			Compressive, (psi)		
		lb	sack	7 day	14 day	28 day	7 day	14 day	28 day
D (a)	706, 711, 712	658 (d)	7.0	625	700	725	3,200	4,000	4,500
S1	705	611	6.5	600	650	700	3,000	3,500	4,000
T	705, 706	611	6.5	550	600	650	2,600	3,000	3,500
S2 (a)	401, 705, 706, 712,	564	6.0	550	600	650	2,600	3,000	3,500
	713, 801, 802, 803, 810	526 (d)	5.6						
S3	402, 403, 803, 804, 806	517	5.5	500	550	600	2,200	2,600	3,000
		489 (d)	5.2						


Attachment #6
Tennis Net Post Footing Diagram



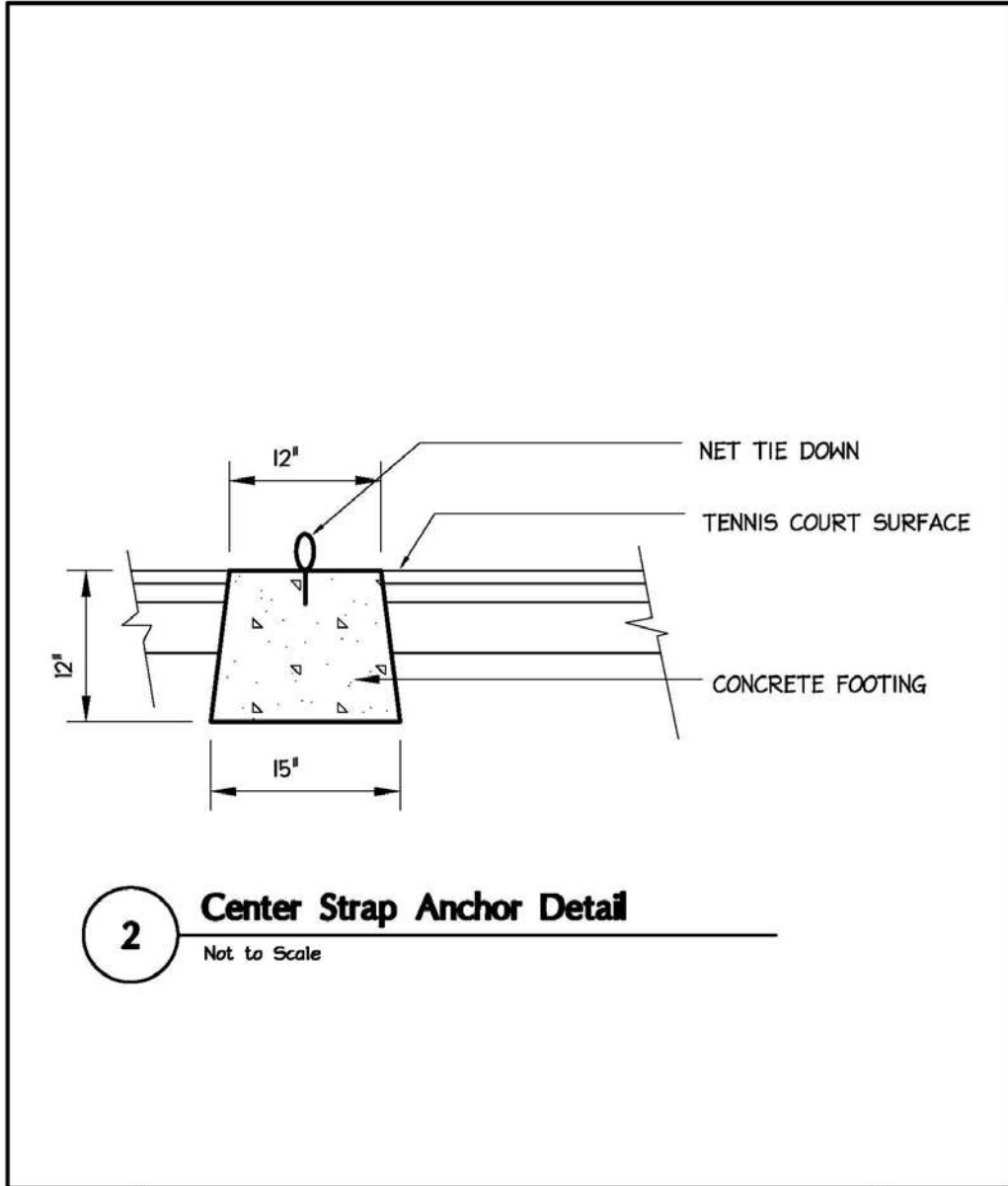
3

Tennis Net Post Footing

Not to Scale

	SHEET TITLE: Tennis Net Post Footing Detail	
	PROJECT: Portage Westfield Park	
	DATE: 06/03/13	SKETCH NO.: C3
	© 2010 O'BOYLE, COWELL, BLALOCK AND ASSOCIATES, INC.	

Attachment #7
Tennis Court Center Strap Anchor Detail



2 Center Strap Anchor Detail
Not to Scale

	SHEET TITLE: Center Strap Anchor Detail	
	PROJECT: Portage Westfield Park	
	DATE: 06/03/13	SKETCH NO.: C2
	© 2010 O'BOYLE, COWELL, BLALOCK AND ASSOCIATES, INC.	

Attachment #8

Textured Acrylic Color Surfacing for Tennis Courts – Painting Instructions

PART 1 GENERAL

1.1 GENERAL DESCRIPTION

- A. Textured acrylic surfacing for asphalt tennis courts and similar play areas.

1.2 RELATED SECTIONS

A. References

1. National Asphalt Paving Association (NAPA)
2. United States Tennis Association (USTA)
3. International Tennis Federation (ITF)
4. American Sport Builders Association (ASBA)

1.3 QUALITY ASSURANCE

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coatings products shall be supplied by a single manufacturer.
- B. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- C. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- E. The installer shall be an authorized applicator of the specified system.
- F. The manufacturer's representative shall be available to help resolve material questions.

1.4 SUBMITTALS

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- D. ITF classification 3 certificate for the system to be installed.
- E. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.

- F. Current Material Safety Data Sheets (MSDS).
- G. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. Under no circumstances will systems from multiple manufacturers be considered.

1.4 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non flammable.

1.5 GUARANTEE

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

1.6 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a builder member of the ASBA.

1.7 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. California Products Corp., Andover, MA. 01810 / Plexipave System. www.plexipave.com. Contact Larry Tegtmeier at phone # 815-432-4220

B. Laykold acrylic tennis and athletic surfacing systems as manufactured by Advanced Ploymer Technology, 109 Conica Lane, Harmony, PA 16037. Phone # 724-452-1701. Contact Jeff Bryant at 732-206-0031 for assistance.

C. Nova Sports USA, 6 Industrial Road, Building #2, Milford, MA 01757. Phone # 508-473-6540

D. Substitutions: Submit requests at least 7 days prior to the bid date with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. Under no circumstance may the final color surface contain silica sand added at the job site.

2.2 MATERIALS

A. Patching Mix - for use in patching cracks, holes, depressions and other surface imperfections.

B. Crack Filler - for use in filling fine cracks.

C. Acrylic Filler Course – for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.

D. Acrylic Color Playing Surface – for use as the finish color and texture.

E. Line Paint – for use as the line marking on the court/play surface.

F. Water – for use in dilution/mixing shall be clean and potable.

2.3 MATERIAL SPECIFICATIONS

A. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.

- 1) Percent solids by weight (minimum) 46%
- 2) Weight 8.7-8.9 lbs./gallon

B. Crack Filler – 100% acrylic resin heavily filled with sand.

- 1) Percent solids by weight (minimum) 85%
- 2) Percent solids by weight (minimum) 15 lbs./gallon

C. Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

- 1) Percent solids by weight (minimum) 26.7%
- 2) Weight 8.7-8.9 lbs./gallon

D. Acrylic Resin – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.

- 1) Percent solids by weight (minimum) 36.5%
- 2) Weight 10.0-10.2 lbs./gallon

E. Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

- 1) Percent solids by weight (minimum) 74%
- 2) Weight 13.1-14.1 lbs./gallon

F. Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

- 1) Percent solids by weight (minimum) 60.5%
- 2) Weight 12-12.3 lbs./gallon

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

PART 3 EXECUTION

3.1 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of **Court Patch Binder** according to manufacturer's specifications.

C. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1. On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface. Apply 2 coats of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20 - 40 gallons

Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Program Manager’s approval, prior to applying any surface treatment.

B. Blend color base and Acrylic Resin with a mechanical mixer to achieve a uniform mixture. The mix shall be:

Color Base	30 gallons
Acrylic Resin	20 gallons
Water	20 gallons
Or follow manufacturer’s guidelines	

C. Application shall be made by 50 durometer rubber faced squeegees. The mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

D. A total of 3 applications of shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

3.4 LINE PAINTING

A. Line shall be 2” wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The line paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per tennis court).

3.5 PROTECTION

A. Erect temporary barriers to protect coatings during drying and curing.

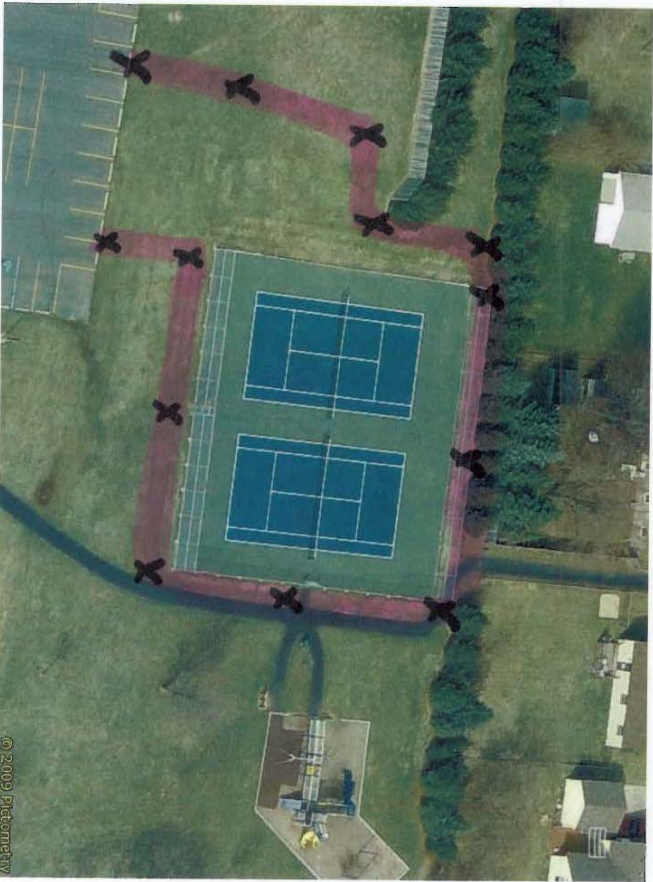
B. Lock gates to prevent use until acceptance by the owner’s representative.

3.6 CLEAN UP

A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.

B. Leave site in a clean and orderly condition.

Attachment #9
Construction Barricade Placement



4500 W. Milham - Westfield Park
Construction Barricade Placement
N ↑

Attachment #10
DRAFT CONTRACT AGREEMENT

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

CITY OF PORTAGE

DRAFT CONTRACT

THIS CONTRACT made the _____ day of _____, 2013, 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 Westfield Park Tennis Court Improvements all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor’s proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor’s proposal (or bid) as filed with the City on the _____ day of _____, 2013, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Specifications
3. City of Portage Contract Conditions and Specifications
4. Instructions to Bidders
5. Notice to Bidders
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.

(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 POTAGE

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. [If the corporation is not a Michigan corporation, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify
that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
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. [If the LLC is not a Michigan LLC, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.} I certify
that the contract between the City of Portage and _____ LLC
print or type name of LLC
was validly executed on behalf of the LLC by _____
print or type name
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: _____

CITY OF PORTAGE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and _____, hereinafter called the Surety,
are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage,
Michigan 49002, in the sum of _____ Dollars (\$ _____)
lawful money of the United States of America, to the Payment whereof, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF
PORTAGE dated the _____ day of _____, _____ (hereinafter called the "Contract")
for _____ (**name of project**), which contract and specifications for said work
shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of Act No.
213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by
the Principal to any Subcontractor or by him or any Subcontracts as the same may become due and
payable of all indebtedness which may arise from him to a Subcontractor or a party performing labor
or furnishing materials or supplies, or any Subcontractor to any person, firm, or corporation on account
of any labor performed or materials or supplies furnished in the performance of said contract, then this
obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in
the work to be done under it, or the giving by the party of the first part to said contract any extension
of

Labor and Material Bond

Page 2

time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, _____.

Signed, sealed, and delivered in the presence of:

PRINCIPAL:

Its: _____

SURETY:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____ Contractors,
as principal and _____, as surety,
are held and firmly bound unto the _____
in the sum of _____

Dollars (\$ _____) to be paid to the City for which payment well and truly to be made
we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the
presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said
_____ did, on the _____ day of _____, 20____
enter into contract with the City for
the _____.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public
liability and damages of every description in connection therewith, shall well and faithfully in all
things fulfill the said contract according to all the conditions and stipulations therein contained in all
respects, and shall save and hold harmless the said CITY from and against all liens and claims of every
description in connection therewith, then this obligation shall be void and of no effect; but otherwise it
shall remain in full force and virtue, and, in the event that said CITY shall extend the time for
completion of said work or otherwise modify elements of the contract in accordance with provisions
thereof, such extension of item or modification of the contract shall not in any way release the sureties
of this bond.

WITNESS our hands and seal this _____ day of _____, 20____.

WITNESSES:

Principal _____ (Seal)

Surety _____ (Seal)

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
_____, Contractor, as principal and
_____, as surety are held and firmly bound unto
the City of Portage, Michigan, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter
known as the City, in the sum of _____
_____ Dollars (\$ _____) to be paid to said City, its legal
representatives and assigns, for which payment well and truly be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, and each and every one of them jointly, firmly by
these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

WHEREAS, the above named Principal has entered into a certain contract with the City of
Portage, Michigan, dated this _____ day of _____, 20__
wherein the said principal covenanted and agreed as follows, to wit:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and
under said contract, the above named principal has agreed with the City that for a period of two (2)
years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the
work done under said contract wither by the principal or his subcontractors, or his material supplies,
that may develop during said period due to improper materials, defective equipment, workmanship or
arrangements, and any other work affected in making good such imperfections, shall also be made
good all without the consent or approval of the principal after the final acceptance of the work, and
that whenever directed to do so by the City, by notice served in writing, either personally or by mail,
on the principal at

_____ or _____
_____ legal representatives, or successors, or on the surety at

WILL PROCEED at once to make such repairs as directed by said City and in case of failure to do so
within one week from the date of service of such notice, or within reasonable time not less than one
week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials
and employ such labor and equipment as may be necessary for the purpose, and to Maintenance and

said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said City may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the said City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actual paid therefore shall be charged to the principal surety. In this connection the judgement of the said City is Final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimated, shall keeps aid work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse the City for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through negligence of said principal, servants, agents, or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Worker's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise too remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20____.

Signed, sealed, and Delivered
in the Presence of:

_____ (Seal)
Principal

_____ (Seal)
Surety