

# **DEMOLITION PROPOSAL/CONTRACT**

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## DEFINITIONS

Whenever used anywhere in these documents, the following meanings shall be given to the term defined:

**ADDENDA OR ADDENDUM** – Any changes, revisions, additions or clarifications of or to the contract documents which have been duly issued by the City to bidders prior to the time of awarding or executing the Contract Agreement.

**AUTHORIZED REPRESENTATIVE** – Any person or persons authorized to represent the City of Muskegon by its governing body for the purpose of directing or having in charge the work embraced in this contract, acting directly or indirectly through the responsible party having general charge of this work, and/or for monitoring, coordinating and inspecting the work and activities involved.

**BID OR BID PROPOSAL** – The written offer of the bidder, on the form furnished by the City, for the work proposed.

**BID BOND/GUARANTY** – The security required in these documents and furnished by the bidder as a guaranty of good faith to enter into a contract for the work proposed.

**BIDDER or PRIME BIDDER** – That individual, corporation or firm submitting a proposal for consideration by the City to perform the work proposed in these documents.

**CITY - CITY of MUSKEGON** – The City of Muskegon and/or its authorized representative(s); also may be referred to in portions of these documents as owner, grantee, local public agency, or local government.

**CITY COMMISSION** – The governing body of the City of Muskegon which retains the right of final approval of all contractors, subcontractors, contracts and payments under any contracts.

**CONTRACT** – The agreement executed by the City and the contractor, of which this section is a part.

**CONTRACT DOCUMENTS** – Means and shall include the executed agreement, any Addenda, Invitation for Bids, Instructions to Bidders, signed Bid Proposal, all parts and sections of the General, Technical and/or Special Specifications, any drawings, maps, plans, etc., and any forms or formats and documents included within the book forming these documents.

**CONTRACT PERFORMANCE** – The act of complying with these contract documents to the successful completion of the project by performing the work necessary to do so.

**CONTRACT PRICE** – That figure agreed upon through the bidding procedure as acceptable to the City and indicated as such in the Agreement executed by the contractor and the City.

**CONTRACT TIME** – The date for completion, or length of time until completion, of the work embraced in this contract as stipulated in agreement executed by the contractor and the City.

**CONTRACTOR or SUCCESSFUL BIDDER** – The person, corporation or firm whose bid was accepted by the City, resulting in the execution of the agreement to perform the work under the terms of these documents.

**DRAWINGS/PLANS** – Approved drawings or reproduction of drawings pertinent to the construction or details of the work covered by this contract.

**LABORATORY** – The testing laboratory of the City or any other laboratory which may be designated by the City for the purpose of inspecting, examining and determining the suitability of materials and the quality of the products used in the performance of this contract.

**LETTERS OF RECOMMENDATION – IN LIEU OF PERFORMANCE BOND**  
Those statements presented by the bidder to the City for consideration in lieu of a performance bond where applicable and in strict accordance with Part 1, Section 1, paragraph 17 (e), and the instructions on pages 16 and 26 of these documents.

**PERFORMANCE/LABOR AND MATERIALMEN'S BONDS** – The statutory bonds, executed by the contractor and a surety, guaranteeing the performance of the contract and the payment of all lawful indebtedness pertaining thereto.

**PREVAILING WAGE DECISION** – That document, received from the U.S. Department of Housing and Urban Development or the State of Michigan Department of Labor as requested by the City, detailing the current wage rates which, if included in this contract, are binding upon the contractor and all subcontractors as the minimum wages to be paid during the life of the contract.

**SITE** – Also referred to as **PROJECT SITE** or **PROJECT AREA**, indicating the location of the project as generally described in these documents.

**SUBCONTRACT** – An agreement executed by the contractor with another individual, corporation or firm for work or a portion of the work embraced in this contract. (An asterisk (\*) in the right-hand margin indicates subcontract language or requirements throughout Parts 1, 2, and 3 of these documents.)

**SUBCONTRACTOR** – A person, corporation or firm supplying labor and/or materials for work at the site of this project for the contractor under a subcontractor.

**SURETY** – The corporate body which is bound with and for the contractor for the performance of this contract and for the payment of all lawful indebtedness pertaining thereto.

**SPECIFICATIONS – GENERAL – Refers to specifications pertinent to the performance of any City project anticipated to exceed \$2,000, as provided in Parts 1, 2, and 3 of these documents.**

**SPECIFICATIONS – SPECIAL – Refers to special information items pertinent to only this project and includes project and includes project description, location, measurements, maps, drawings, etc.**

**SPECIFICATIONS – (without particular included as above) Refers to General Specifications, Technical Specifications and/or Special Specifications outlined in this document.**

**WORK ON (OR AT) THE PROJECT OR PROJECT SITE – Work to be performed under this contract at the locations of this project, including transportation of materials and supplies to or from the site by employees of the contractor and/or subcontractors.**

**PART 1**

**SECTION 1**

**INSTRUCTIONS TO BIDDERS**



## **PART 1 – SECTION 1 – INSTRUCTIONS TO BIDDERS**

### **1. BIDS**

- a. These Bid Specifications include a complete set of loose bidding forms which are for the convenience of bidders and are not to be executed. Bidding documents to be submitted must remain attached within this contract document (see page 12)
- b. All bids submitted shall be completed in their entirety in ink or type written on forms provided without alterations or interlineations and shall be subject to all requirements of these Instructions to Bidders and all the forms and documents immediately following these instructions in Section II, Bid Proposal.
- c. All bid proposals submitted for consideration shall be enclosed in a sealed envelope which is clearly labeled “Bid Documents” with the project name and/or number, the name of bidder, the date and time of bid opening written on the envelope to prevent premature opening.
- d. If unit prices are requested, the unit price for each of the several items in bidder’s proposal shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity for each item by the unit price represents the total bid. Should conditions make it necessary to revise the quantities, a limit will then be fixed for such increased or decreased quantities. Should the net monetary value of all such changes increase or decrease the original price by more than twenty-five percent (25% negotiated price change shall be allowed, if warranted). Any bid not conforming to this requirement may be rejected.

### **2. BID GUARANTY**

- a. When telegraphic modifications of bids are received as provide above, bidders are cautioned that such modifications shall make the bid as modified or amended subject to rejection if not explicit and/or in any sense are subject to misinterpretation.

### **3. ALTERNATIVE BIDS**

- a. No alternative bids will be considered unless alternative bids are specifically requested.

### **4. INTERPRETATIONS AND/OR ADDENDA**

- a. No oral interpretations will be made to any bidder as to the meaning of the documents or any part thereof. A request for any interpretation will be in writing to the City of Muskegon, and any such request received seven (7) or more days before the scheduled bid opening will be considered.
- b. Every interpretation made will be in writing in the form of an Addendum to the contract itself and, when issued, will be on file in the City Clerk’s office at least five (5) days prior to the bid opening for each bidder’s review.

### **5. BIDDER’S RESPONSIBILITIES**

- a. **Site Inspection.** Each bidder will assume the responsibility for visiting the site of the proposed work and for fully acquainting himself/herself with the conditions existing there relating to construction and labor, and should fully inform himself/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract.
- b. **Knowledge of Bid and Contract Documents.** The bidder is responsible for thoroughly examining and familiarizing himself/herself with the bid and contract documents, any drawings, specifications and addenda.
- c. **Addenda to Contract Documents.** All bidders will assume the responsibility to make inquiry as to the addenda issued, knowing that all such addenda becomes part of the contract. All bidders shall be bound by any addenda whether or not it was received or reviewed.
- d. **Claims on Basis of Failure to Recive or Review Information.** A successful bidder, through the execution of this contract, shall in no way be relieved of any obligation due to his/her failure to receive or examine any form or legal instrument, or due to the failure to visit the site and acquaint himself/herself with the existing conditions.

The City Commission will be justified in rejecting any claims submitted on the basis of 5.a, b, or c above.

## **6. EQUAL OPPORTUNITY EMPLOYMENT REQUIREMENT**

The attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, nor because the employee or applicant is a disabled or VietNam era veteran or otherwise handicapped, as outlined in Part 3, Section II of these documents.

7. Any bidder submitting a bid shall include a list of proposed subcontractors\* on the form provided on page 14 of these documents.

The attention of bidders is called to the contractor's liability for all subcontractors as provided in the various sections and paragraphs of these documents, generally indicated by an asterisk (\*) in the right-hand margin.

## **8. NON-COLLUSION AFFIDAVIT**

- a. Each bidder submitting a bid for work, or any portion thereof, covered by these documents, shall execute an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted, in the same or similar format as provided on page 13 of these documents.
- b. The successful bidder shall secure an affidavit to the same effect from any proposed subcontractor, before executing any subcontract, in the same or similar format as provided on page 15 of these documents.

## **9. SECTION 3 CLAUSE (In regard to subcontractors)**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.

Section .3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the department issued thereunder prior to the execution of this contract.
- c. The contractor will send a notice to each labor organization (or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding) advising them of his/her commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the City of Muskegon take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development.

The contractor will not subcontract with any subcontractor with any subcontractor where there is notice or knowledge that such subcontractor has been found in violation of regulations under CFR 135, and will not let any subcontract unless the subcontractor has first provided the contractor with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the department issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the City of Muskegon, its contractors and subcontractors, its successors and assigns to those sanctions specified by the agreement or contract through which Federal assistance is provided, and to such sanctions as specified by 24 CFR 135.

#### **10. STATEMENT OF BIDDER'S QUALIFICATIONS: ADDITIONAL INFORMATION**

- a. Upon request, each bidder shall submit a Statement of Bidder's Qualifications in accordance with the information requested on Pages 15 & 16 and, when specifically requested by the City, shall submit a detailed financial statement, particularly in lieu of a Performance Bond.
- b. Any bidder shall furnish any data and information requested by the City Commission in its attempt to determine the ability of the bidder to perform his/her obligations under the contract.

#### **11. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be kept securely sealed. The official whose duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered.

## **12. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. No bidder may withdraw a bid within 60 days after the bid opening.

## **13. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the City Clerk will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

## **14. AWARD OF CONTRACT**

If the contract is awarded, it will be awarded to the responsible bidder submitting the lowest bid complying with the conditions set forth in these documents. The successful bidder will be notified at the earliest possible date.

## **15. REJECTION OF BIDS: CITY'S RIGHTS**

- a. The City Commission reserves the right to reject any and all bids, and to waive any informality in bids received, whenever such rejection or waiver is in its own interest.
- b. The City Commission may consider as irregular and reject any bid on which there is an alteration.
- c. The City Commission shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his/her obligations under the contract.
- d. The right is reserved to reject any bid where an investigation of the available evidence and/or information provided does not satisfy the City Commission of the bidder's capacity to carry out the terms of the contract.

## **16. REJECTION OF CONTRACT AGREEMENT; PERFORMANCE & PAYMENTS BONDS**

- a. Subsequent to the award, and within ten (10) days after the documents have been presented for signature, the successful bidder shall execute the Agreement (Part 2, Page 18) and deliver the requested number of copies to the City of Muskegon.
- b. Execution of the Agreement will require completion of the work in accordance with the Contract in its entirety.
- c. Upon delivery of the executed Contract Documents, the successful bidder shall furnish the requisite bonds, in the penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and of the payment of all persons, firms or corporations to whom the bidder as contractor may become legally indebted, except as provided in paragraph (e) below.
- d. Such bonds shall be in the same or similar form as indicated on Pages 20-24 of these documents, completed in accordance with the instructions on page 25, and shall bear the same date as, or a date subsequent to that of the agreement.
- e. In cases, where this contract is \$50,000 or LESS and the successful bidder is unable to, or chooses not to, provide the appropriate Performance Bonds, the bidder may submit four letters of sincere recommendation as to his/her prior performance to

**the City Manager for consideration I lieu of a Performance Bond, in basically the form described on Page 26.**

- f. Failure of the successful bidder to execute such number of contract documents as requested, to supply the required bonds or letters of recommendation with the bidder's statement, and/or to meet the prescribed time limits, shall constitute a default.**
- g. Upon such default, the City Commission may either award the contract to the next lowest responsible bidder or re-advertise for bids.**

**If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Muskegon.**

**SECTION II**

**BID PROPOSAL**

**TRANSMITTAL LETTER FOR BID PROPOSAL**

**BIDDER/COMPANY NAME** \_\_\_\_\_

**NAME/TITLE OF CO. HEAD** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**DATE** \_\_\_\_\_

**CITY OF MUSKEGON, MICHIGAN  
933 TERRACE STREET  
MUSKEGON, MI 49440**

**RE: DEMOLITION OF STRUCTURE**

**TO WHOM IT MAY CONCERN:**

**Having examined the Bid Specification and Contract Documents, including all forms and instructions, and the site of the proposed project, including the availability of materials and labor, and having received and reviewed the following addenda:**

---

**I/We hereby propose to furnish all labor, materials and supplies and to perform the project in accordance with the Contract Documents and at the prices indicated in the attached Bid Proposal. Submitted prices are to cover all expenses incurred in performing the work required under the Contract Document, of which this letter and attached Proposal are a part.**

**In accordance with the Instructions to Bidders, all appropriate documents, forms, etc. have been properly completed and are attached hereto, along with the Bidder Certification and Agreement, List of Subcontractors, Non-Collusion Affidavits, and the proper Bid Guaranty (if required).**

**I/We hereby respectfully submit the attached Bid Proposal for consideration by the City of Muskegon on the above referenced Project.**

\_\_\_\_\_  
**Signature of Bidder  
Representative**

\_\_\_\_\_  
**Printed Name and Title**

## **BIDDER CERTIFICATION AND AGREEMENT**

**PART I. The undersigned hereby agrees:**

**That he/she has examined the bid specifications and contract documents including specifications, forms and instructions;**

**That he/she has received and reviewed the following addenda:**

---

**That he/she has examined the site of the proposed work and is familiar with all of the conditions surrounding the performance of the proposed project and the availability of materials and labor.**

**PART II. The Undersigned hereby agrees:**

**That he/she will enter into a contract to furnish the labor, materials, tools and equipment necessary for the full and complete execution of the work at and for the prices indicated in his/her official Bid Proposal, if said Proposal is accepted by the City;**

**That, at the time of execution of said contract, he/she will furnish requisite bonds with such sureties (or letters of recommendation accompanied by a Bidder's Statement) for the faithful performance of the Contract, for the payment of all materials used therein, and for all labor expended thereon in accordance with the forms and instructions provide;**

**That he/she will perform the project in accordance with the Contract Documents within the specified time.**

**PART III. The Undersigned further agrees:**

**To commence work within fifteen (15) days after the date of a Notice to Proceed from the City and that once the work is commenced, the project shall be completed without interruption of normal working days unless authorized in writing by the Director of Inspection Services;**

**To complete the work within thirty (30) days from the date of the Notice to Proceed,**

**To comply with all applicable guidelines and requirements, equal opportunity requirements, subcontractor requirements, and any other specifications indicated or referred to within these Contract Documents.**



**BID PROPOSAL**

**TO: CITY OF MUSKEGON  
933 TERRACE STREET  
MUSKEGON, MI 49440**

**The undersigned, as a bidder, proposes to do all the demolition work for the following site or sites, to the extent and in the manner set forth in the contract documents, for the following lump sum. Each site must be listed and individually priced.**

**SITE LOCATION**

**BID**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
**Bidder/Company Name**

\_\_\_\_\_  
**Signature of Owner/Officer of Contractor**

\_\_\_\_\_  
**Printed Name and Title**

**The undersigned herewith attaches an affidavit in proof that he/she has not entered into a collusive agreement with any person in respect to this bid or any other bid, or the submitting of bids for the Contract for which this bid is submitted.**

**The Undersigned is prepared to submit a Statement of Bidder's Qualifications, a financial statement, and/or any information requested by the City.**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Printed Name and Title**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_  
(owner, partner, officer, representative, agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid to the City of Muskegon;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances thereto;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said Bidder nor any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, or to refrain from bidding in connection with such contract; nor has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or any other bid; nor to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder; nor to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Muskegon or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Title  
My Commission expires \_\_\_\_\_

**LIST OF PROPOSED SUBCONTRACTORS**

**To be submitted by each bidder with Bid Proposal in accordance with Para. Part 1, Section I, Page 3. Before a subcontract is executed by the successful bidder, the subcontractor must be approved by the City of Muskegon and required documents executed in accordance with the Contract Documents.**

- 1.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 2.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 3.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 4.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 5.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 6.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 7.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 8.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 9.    **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_
- 10.   **NAME OF FIRM** \_\_\_\_\_  
      **FIRM ADDRESS** \_\_\_\_\_

**NON-COLLUSION OF EACH SUB CONTRACTOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn, deposes  
And says that:

1. He/She is \_\_\_\_\_  
(owner, partner, officer, representative or agent)  
of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
2. He/She is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to \_\_\_\_\_  
\_\_\_\_\_, the contractor for certain work in connection with the  
City of Muskegon, Michigan, pertaining to \_\_\_\_\_  
(Project)
3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither said Bidder nor any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, or to refrain from bidding in connection with such contract; nor has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or any other bid; nor to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder; nor to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Muskegon or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Title  
My Commission expires \_\_\_\_\_

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

To be submitted by the bidder only upon specific request of City of Muskegon unless in connection with Letters of Recommendation in lieu of Performance Bond as provided in Section I, Paragraph 17 (e) on Page 13. Then statement of Bidder's qualifications as follows must accompany the four letters.

### **SUMMARY OF BIDDER'S INFORMATION TO BE PROVIDED:**

Each of the following items must be responded to in writing, and the information provided thereby must be clear and understandable. Upon completion, the statement must be signed by the bidder in front of a Notary Public and notarized. The bidder may supply such additional information as desired after responding to each of these items:

**NAME OF BIDDER (Company, individual, etc.)**

**PERMANENT MAIN OFFICE ADDRESS OF BUSINESS INCLUDING ZIP CODE.**

**DATE BUSINESS WAS ESTABLISHED.**

**IF A CORPORATION, WHERE WAS IT INCORPORATED?**

**NUMBER OF YEARS ENGAGED IN CONTRACTING BUSINESS UNDER PRESENT FIRM OR TRADE NAME? UNDER A TRADE NAME?**

**SCHEDULE OF OUTSTANDING CONTRACTS, showing amount of each contract and the anticipated completion date of each.**

**GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY.**

**HAS THIS COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED IT? IF SO, WHERE AND WHY?**

**HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?**

**LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY, stating the approximate cost of each and the month/year completed. Indicate which, if any, have provided your company with a Letter of Recommendation.**

**INDICATE EXPERIENCE IN DEMOLITION WORK SIMILAR TO THIS PROJECT.**

**LIST YOUR IT? IF SO, WHERE AND WHY?**

**HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?**

**LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY, stating the approximate cost of each and the month/year completed. Indicate which, if any, have provided your company with a Letter of Recommendation.**

**INDICATE EXPERIENCE IN DEMOLITION WORK SIMILAR TO THIS PROJECT.**

**LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT.**

**INDICATE BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING OFFICERS.**

**INDICATE CREDIT AVAILABLE TO YOUR COMPANY.**

**LIST BANK REFERENCES. If a detailed financial statement is available, attach it to this statement.**

**ARE YOU WILLING TO COMPLETE A DETAILED FINANCIAL STATEMENT AND FURNISH AND OTHER INFORMATION REQUIRED AND REQUESTED BY THE CITY OF MUSKEGON?**

**INCLUDE THE FOLLOWING STATEMENT: “The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Muskegon in verification of the recitals comprising the Statement of Bidder’s Qualifications.”**

**INCLUDE THE FOLLOWING AT THE END OF YOUR STATEMENT:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**COMPANY/BIDDER NAME**

**SIGNATURE**

**PRINTED NAME AND TITLE OF PERSON SIGING**

**INCLUDE OFFICIAL NAME AND DATE FOR NOTARY PUBLIC TO NOTARIZE DOCUMENT.**

**PART 2**

**AGREEMENT**



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between:

\_\_\_\_\_  
(a corporation organized and existing under the law of the State of Michigan); (a partnership consisting of \_\_\_\_\_); hereinafter called the "Contractor," and the City of Muskegon, Michigan, hereinafter called the "City":

WITNESSETH, that the Contractor and the City, for the consideration stated herein, mutually agree a follows:

**ARTICLE 1. Statement of Work.** The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the demolition and clearance of \_\_\_\_\_ as well as required supplemental work for the completion of this project, all in strict accordance with the Contract, including all Addenda.

**ARTICLE 2. Contract Price.** The City will pay the contractor for the performance of this contract and the completion of the work covered therein an amount not to exceed \$ \_\_\_\_\_

**ARTICLE 3. Contract.** The executed contract shall consist of, but not be limited to, the following:

Invitation for Bids  
Instructions to bidders  
Bid Proposal  
Agreement  
General Specifications for Project Performance  
Equal Opportunity and Employment Specifications  
Demolition and Site Clearance Specifications

This agreement, together with other documents listed in Article 3, which said other documents are as fully a part of the Contract as if attached hereto or repeated herein, form the Contract between the parties hereto.

In the event any provision in any component part of this Contract conflicts with any provision of any other component part, the contractor shall contact the city immediately in writing for a determination, interpretation, and/or clarification of conflicting parts and priority of same. Said determination from the city shall be in writing and shall become an Addendum to this contract.

**IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first written above.**

**ATTEST:**

**CONTRACTOR:**

\_\_\_\_\_

**BY**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

**ATTEST:**

**CITY OF MUSKEGON:**

\_\_\_\_\_

**BY**

\_\_\_\_\_

**Mayor**

\_\_\_\_\_

**City Clerk**

**(SEAL)**

**CERTIFICATION (IF APPLICABLE)**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Of the corporation named as contractor herein;

That \_\_\_\_\_, who signed this Agreement on behalf of  
the contractor, was then \_\_\_\_\_ of said  
corporation;

That said Agreement was duly signed for and in behalf of said corporation by authority of  
its governing body, and is within the scope of its corporate powers.

**SIGNED:**

**(CORPORATE SEAL)**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title**

**In accordance with Section I, Paragraph 17 (e) on Page 6, four letters of sincere recommendation may be presented to the City Manager in lieu of a performance bond when this contract is under the amount of \$50,000 and the successful bidder cannot produce the appropriate performance bond.**

**The four letters are to be presented prior to the execution of the Contract Agreement and must be accompanied by the Statement of Bidder's Qualifications as outlined (Part I, Section II, Bid Proposal, Page 16). Each of the four letters should contain no less than the following information:**

**THE LETTER OF RECOMMENDATION PACKAGE IS SUBJECT OT CITY MANAGER AND/OR CITY COMMISSION APPROVAL PRIOR TO LETTING THE BID OR EXECUTING THE AGREEMENT.**

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**SUMMARY OF INFORMATION TO BE INCLUDED IN EACH LETTER OF RECOMMENDATION:**

- 1. On letterhead of the recommending company, including name, address and phone number of the recommending company.**
- 2. Include reference to the name of the company being recommended.**
- 3. Include a brief description of the type of each of the projects, the recommended company performed, the total dollars contracted for each, and the date of construction start and completion under each contract.**
- 4. Include a statement indicating how the company being recommended performed the work involved under the contracts, whether the recommended company accomplished the work satisfactorily and within the appropriate time limits of the contacts.**
- 5. Indicate if there was any default on the part of, or litigation as a result of, the recommended company.**
- 6. Indicate if, to the best of knowledge, all subcontractors and/or suppliers of labor or materials on each project were properly compensated by the company being recommended.**
- 7. Include a statement the same as, or similar to the following:**  
  
**“I, on behalf of my organization (or company by name) recommend this company (or the name of the company being recommended) as responsible and competent, and I believe they can capably perform construction work similar to hat described in this letter in a timely and satisfactory manner.”**

**PART 3**

**SECTION I**

**GENERAL SPECIFICATION**

**FOR CONTRACT PERFORMANCE**

PART 3 – SECTION I – General Specifications for Contract Performance

1. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City of Muskegon; provided, however, that assignments to banks, trust companies or other financial institutions may be made without said consent.

No assignment or novation of this Contract shall be valid unless it expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services, or supplying such materials, tools or equipment.

2. CONFLICT OF INTERESTS

No official of the City of Muskegon who is authorized in such capacity and on behalf of the City to negotiate, make, or accept or approve, or to take part in negotiating, making, accepting or approving, any engineering, inspection, construction or material supply contract, or any subcontract, in connection with the construction of this Project shall become directly or indirectly interested personally in this Contract or in any part hereof.

No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity, and on behalf of the City, to exercise any legislative, executive, supervisory or other similar function in connection with the construction of this Project, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, any subcontract, any insurance contract, or any other contract pertaining to this Project.

3. CITY'S AUTHORITY

- a. The City of Muskegon shall designate and identify its Authorized Representative(s) and Inspectors.
- b. The Authorized Representative will be responsible for the execution of the work under this Contract. The authorized Representative will determine the amount, quality, acceptability of materials, and fitness of the work to be paid for under this Contract. That Representative shall decide all questions which may arise in relation to said work and the construction thereof. The City's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided.
- c. Inspectors will work under the direct supervision of the Authorized Representative. Inspectors will not be authorized to revoke, alter, enlarge or relax any of these specifications or to change the plans in any particular. The Inspector on the work will inform the Authorized Representative as to the progress of the work, the manner in which it is being done and the quality of the materials being used. He/She will also call to the attention of the Contractor any failure to follow the plans and specifications that may be observed. He/She shall have the authority to prevent any material from being used, and to stop any work from being done, which he/she believes does not conform to the plans and

specifications, until the Authorized Representative has an opportunity to inspect the material or work.

In no instance shall any action or commission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specification.

- d. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the City shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner, or to any extent, by such question.
- e. The City shall decide the meaning and intent of any portion of this Contract or any specifications herein where the same may be found obscure or in dispute. Any differences or conflicts in regard to the work which may arise between the Contractor under this Contract and other contractors

### 3.1 OTHER CONTRACTS

The City may award, or may have awarded, other contracts for additional work in the vicinity of this Project; and the Contractor shall cooperate fully with such other contractors by scheduling his/her own work with that to be performed under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

### 3.2 TERMINATION OF CONTRACT

- a. If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, or as amended, in these Contract Documents, the City may, by written notice, terminate the Contractor's right to proceed with the work.
- b. Upon such termination, the City of Muskegon may take over the work and prosecute same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, tools, equipment and plant as may be on the site of the work and necessary to the completion thereof.
- c. The Contractor and the sureties to the Contract shall be liable to the City for any additional cost incurred by the City in its completion of the work and shall further be liable for the liquidated damages for any delay in completion of work as provided by this Contract.

### 3.3 REVIEW BY AUTHORIZED REPRESENTATIVES

The City of Muskegon, its authorized representative(s) and/or agents shall at all times have access to, and be permitted to observe and review, all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor by the City of Muskegon through its Authorized Representative.

### 4. GENERAL GUARANTY

Final acceptance of the work will be acknowledged in writing to the contractor by the City of Muskegon. Neither the final certificate of payment, any provision in the Contract, nor partial or entire use of the improvements embraced in this Contract by the City of the public shall constitute an acceptance of work not done in accordance with the Contract; liability in respect to any express warranties or responsibilities for faulty materials or workmanship.

The period of guarantee shall not begin until the date of final written acceptance by the City of all work required. The Contractor shall promptly remedy any defects in the work and pay for damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

5. WARRANTY OF TITLE

- a. No material, supplies or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or any part therein, or in any part thereof, is retained by the seller or supplier.
- b. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed thereon by him/her, to the City of Muskegon free from any claims, liens, or charges.
- c. Neither the Contractor nor any person, firm or corporation furnishing any material and/or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.
- d. Nothing contained in this paragraph, however, shall impair:

The right of person furnishing materials or labor to recover funds owed them under any bond given by the Contractor for their protection;

Any rights under any law permitting such persons to look to funds due the Contractor yet in the hands of the City.

- e. The provisions of this Subsection 5 shall be inserted in all Subcontracts and material contract; and notice of its provisions shall be given to all persons furnishing materials for the Project when no formal contract is entered into for such materials.

6. PATENTS

The Contractor shall hold and save the City of Muskegon, its officers and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the Contract, including its use by the City of Muskegon.

7. PAYROLLS AND BASIC RECORDS

- a. The Contractor will submit weekly a copy of all payrolls, basic records relating thereto, and completed forms as requested, to the City's Affirmative Action Department accompanied by a "Weekly Statement of

Compliance". The prime Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

- b. The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City may request from time to time concerning the work performed or to be performed under this contract.

8. SIGNS AS REQUIRED

- a. The signs that may be required for this Project by the Department of HUD, the National Historic Preservation organizations, or other pertinent funding agencies which may require significant posting on the job site, will be provided and erected by the Contractor as incidental to the Contract.
- b. The Contractor shall maintain these signs in good condition through the life of this Contract.

9. NATIONAL HISTORIC PRESERVATION ACT OF 1966

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archeological significance when such items are found and/or unearthed during the course of the project, and to consult with the State Historic Preservation Officer for recovery of the items; [Reference; National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No.

10. CLEAN AIR ACT

The Contractor shall comply and shall require each of its Subcontractors employed in the completion of this Project to comply with all applicable provisions of the Clean Air Act as amended by Public Law 91-604.

11. SOIL EROSION AND SEDIMENT CONTROL ACTS

Public Acts 346 and 347 as amended shall be observed and enforced while working under these Documents. Necessary permits for both Acts shall be obtained by the City of Muskegon. Enforcement for Act 346 shall be by the Michigan Department of Natural Resources, and the enforcing agent for Act 347 shall be the City of Muskegon.

The Contractor shall conduct his/her work in such a manner that soil, fuels, oil, bituminous materials, chemicals, sanitary sewage and other harmful materials resulting from the execution of this Project are confined within Project limits and prevented from entering watercourses, rivers, lakes or reservoirs. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with during the performance of this Contract. Operations shall be conducted in such a manner as to reduce erosion to the practicable minimum to prevent damaging sedimentation of watercourses, streams or lakes.

The Contractor shall be responsible for utilizing various measures of control in his/her own work and that of Subcontractors to prevent erosion and sediment damage. When applicable, these measures and requirements will be identified and provided on the plans or in the Special Specifications. They are, however, not to be considered all-inclusive,



as additional protective measures may be required as the work progresses. No payment will be allowed for this work.

12. SOIL REMOVAL AND DUMPING ORDINANCE

Under City ordinance, a permit must be obtained from, and a \$150 fee paid to, the City of Muskegon Building Inspection Department IF excavated or excess soil materials become the property of the Contractor AND those materials are to be deposited as fill within the corporate limits of the City of Muskegon; OTHERWISE, no permit will be required of the Contractor while working on the Project covered by this Contract.

13. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and the Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the City.

Where the requirements of the drawings and Specifications fail to comply with such applicable ordinances and codes of the local government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work the Contractor shall examine the drawings and the Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City.

- b. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with drawings, Technical or Special Specifications), the Contractor shall remove such work without cost to the City, but a Change Order may be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before he/she commenced work on the items involved.
- c. The Contractor shall at his/her own expense secure and pay for all necessary permits to execute the work from each involved governmental unit, whether it be the City of Muskegon, townships, County of State of Michigan. In some cases, certain permits will be obtained by the owner and will be identified within the Special Specifications. All other permits are the responsibility of the Contractor.
- d. The Contractor shall comply with applicable local and state laws and ordinances governing the disposal of surplus excavation materials, debris and rubbish on or off the Project Site and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

14. TRAFFIC CONTROL

The Contractor shall at all times so conduct his/her work as to ensure the least possible construction to traffic. The safety and convenience of the general public and the residents in or adjacent to the Project Site and the protection of persons and property shall be provided for by the Contractor. The Contractor shall provide and maintain adequate barricade, signs, lights and flags to warn and guide the public, and shall provide flagmen

and watchmen when needed or when so ordered by the City in full accordance with the MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, published and revised from time to time by the Michigan Department of Transportation. The Contractor shall be responsible for compliance with this Item by all Subcontractors as well.

15. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein; and, if through error or otherwise, any such provision is not inserted, or is incorrectly inserted, then upon the application of either party to this Contract, the Contract shall forthwith be physically amended to make such insertion or correction. This clause shall be included in all Subcontracts.

16. COMMUNICATIONS

- a. All notices, demands, requests, instruction, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor from the City relative to any part of this Contract shall be sufficiently considered given and the service thereof completed, when said notice is posted, by certified or registered mail, to the Contractor at his/her last given address; or when said notice is delivered in person to the Contractor or authorized representative on the Project Site, at the office of the Contractor, or to any telegraph company for transmission with charges prepaid, in each case addressed to such office.
- c. All papers required to be delivered to the City of Muskegon shall be delivered to the Muskegon City Hall, to the attention of the Authorized Representative on this Project, and any notice to or demand upon the City shall be sufficiently given if so delivered; or if posted, by certified or registered mail, to 933 Terrace Street, Muskegon, Michigan, 49440, or to any telegraph company for transmission with charges prepaid, in each case to the same address. Any such notice shall be deemed to have been given as of the time of actual delivery or at the time of actual receipt, as the case may be.

17. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his/her possession which should be furnished by the City under the terms of this Contract, and which he/she will require in the planning and execution of the work. Such requests may be submitted from time to time as the need arises, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

18. PROGRESS SCHEDULE AND NOTIFICATION REQUIREMENTS

- a. Immediately after execution of the Agreement, the Contractor shall submit for approval a carefully prepared Progress Schedule showing the proposed dates of starting and completing each of the various sections of work. The work which the Contractor is required to perform under this Contract shall commence at the time stipulated by the City in its Notice to Proceed and shall be fully completed by the date indicated in the Contract Agreement.

- b. The Contractor shall notify the City's Authorized Representative as to the exact time at which he/she proposes to begin any part of the work at least 48 hours in advance of any such start to that line and grade can be established and inspections provided.
- c. When work is to be done by City forces, in coordination with City forces, of if City of Muskegon utilities need to be located and/or marked, the Contractor shall provide at least 48 hours advance notice to the City Department from which the work is requested.
- d. The Contractor shall notify "Miss Dig" 48 hours in advance of any work start to allow sufficient time for utility identification and location. The City of Muskegon is NOT a part of the "Miss Dig" program.
- e. Before permission can be granted by the Authorized Representative for street closures, it shall be the Contractor's responsibility to notify the police and fire departments and the Department of Public Works and Utilities.

19. PAYMENTS BY THE CONTRACTOR

- a. The Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all other services and facilities of every nature necessary for the performance of this Contract and delivery of all improvements embraced therein within the specified time.
- b. The Contractor shall pay for all transportation and utility services not later than the 20<sup>th</sup> day of the calendar month following that in which services are rendered.
- c. The Contractor shall pay for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the Project Site, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of the part of the work in or on which such materials, tools, and equipment are incorporated or used.
- d. The Contractor shall pay to each of his/her Subcontractors, not later than the 5<sup>th</sup> day following each payment to the Contractor, the respective amounts allowed him/her on account of the work performed by the Subcontractors to the extent of each Subcontractor's interest therein.

20. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any subcontractor to perform any work included in this Contract until he/she has submitted a non-collusive affidavit from the subcontractor and received written approval of such subcontractor from the City.
- b. The Contractor shall be fully responsible to the City of Muskegon for the acts and omissions of his/her Subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by the Contractor.
- c. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to compliance by each Subcontractor with the provisions of this Contract.
- d. No proposed Subcontractor shall be disapproved by the City except for cause. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Muskegon.

21. INSURANCE AND INDEMNITY

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this Paragraph and name the City additional insured. Not shall the Contractor allow any Subcontractor to commence work on his/her subcontract until the insurance required of the Subcontractor has been so obtained and approved.

- a. Workers Compensation Insurance. The Contractor shall procure and maintain during the life of this Contract Worker's Compensation Insurance as required by applicable state or territorial law for all of his/her employees to be engaged in work at the Project Site under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate employer's liability insurance for the protection of such of his/her employees as are not otherwise protected.
- b. Contractor's Public Liability and Vehicle Liability Insurance. The Contractor shall procure and maintain during the life of this contract comprehensive general liability insurance and vehicle liability insurance and vehicle liability insurance in at least the following amounts:
  - (i) Comprehensive General Liability insurance in an amount not less than \_\_\_\_\_.
  - (ii) Vehicle Liability insurance in an amount not less than \$1,000,000 for each occurrence.
  - (iii) In addition to the insurance required (i) and (ii) above, contractor shall carry an umbrella policy of liability insurance covering any and all of such risks in an amount not less than \$1,000,000.

Such policies shall insure the City as a named insured, and shall not contain exclusions for liability arising out of explosions, excavation and collapse hazards.

- c. Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance. The Contractor shall either (1) require each of his/her Subcontractors to procure and maintain during the life of his/her subcontract the types and amounts of insurance specified in the preceding paragraphs, or (2) insure the activities of his/her Subcontractors in his/her own policies.
- d. Scope of Insurance and Special Hazards. The insurance required under Paragraphs b and c above shall provide adequate protection for the Contractor, his/her Subcontractors, and the City against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards which may be encountered in the performance of this Contract.
- e. Proof of Carriage of Insurance. The Contractor shall furnish the City with certificates showing the type, amount, class or operations covered, effective dates and expiration dates of policies. Such certificates shall also contain substantially the following state: "the insurance covered by this certificate will not be cancelled or materially altered except after ten (10) days written notice has been received by the City."

- f. Indemnification. Contractor will indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any of the work done in the performance of this contract, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease of death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor anyone directly or indirectly employed by any of them, or anyone for whose acts directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

22. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical of Special Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to as "equal to" any particular standard, the City will decide the question of equality.
- b. The City of Muskegon may require the Contractor to dismiss from this Project such employee(s) as the City may deem incompetent, careless, and/or insubordinate.

23. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his/her personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Muskegon, on the work at all times during the working hours with full authority to act for the Contractor. The Contractor shall also provide adequate staff for the property coordination and expediting of the work.
- b. The Contractor shall lay out his/her own work and shall be responsible for all work executed by him/her under this Contract. He/She shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his/her failure to do so.

24. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work, and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He/She shall be prepared to guarantee to each of his/her Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

25. MUTUAL RESPONSIBILITY OF CONTRACTORS

- a. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle.
- b. If such other contractor or subcontractor shall assert any claim against the City of Muskegon on account of any damage alleged to have been so sustained, the City

will notify this Contractor, who shall defend at his/her own expense any suit based upon such claim, and, if any judgment or claim against the City is allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

26. CARE OF THE WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work commences until final completion and acceptance, as needed.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his/her own discretion to prevent such threatened loss or injury, and he/she shall so act. He/She shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Paragraph 39 of this Contract regarding Change Orders.
- d. The Contractor shall avoid damage as a result of his/her operation to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he/she shall be his/her own expense completely repair any damage thereto caused by his/her operation.
- e. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the Site which may be in any way affected by the excavations or other operations connected with the execution of this Contract. The Contractor shall be responsible for the execution of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before commencement of any work. The Contractor shall indemnify and save harmless the City of Muskegon from the damages on account of settlements or the loss of lateral support of adjoining property and from all loss and expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

27. SURVEY MONUMENTS

Survey monuments relative to governmental surveys such as a U.S. Coast and Geodetic and the City of Muskegon datum plane reference are to be preserved and left undisturbed by the Contractor. Land survey monuments such as Section corner,  $\frac{1}{4}$  and  $\frac{1}{8}$  corners, or other alignment points or reference, including property corners of individual parcels of land, are to be respected and left undisturbed. When found in conflict with proposed work, the Contractor shall immediately notify the Authorized Representative in charge of work, whereupon instructions shall be given to the Contractor for preservation of the Survey Point. If housings or boxes for protection are required, the City shall furnish to the Contractor at no cost the necessary materials. The Contractor, in turn, will install the materials at no cost to the City.

28. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes for the state and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single-service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in accordance with existing and governing health regulations.

29. USE OF CITY WATER

Upon request and approval, the Contractor may obtain a water supply from the City of Muskegon fire hydrants at no cost, provided that the following conditions are met and exercised:

- a. The Contractor's superintendent shall obtain from the Water Department Superintendent a proper connection, including a meter to monitor usage;
- b. The Contractor shall only use hydrant wrenches to open and close hydrants; pipe wrenches will not be allowed;
- c. The hydrant shall be fully opened and used; volume shall be controlled by an independent hand valve;
- d. The Contractor's release shall not be granted until the hydrant connection has been returned to the Water Department and such receipt acknowledged.

30. USE OF PREMISES

- a. The Contractor shall comply with all instructions of the City of Muskegon and the Ordinances and codes of the local government regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
- b. The Contractor shall confine his/her equipment, storage or materials, and construction/demolition operations to the Contract limits as shown on the drawings and as prescribed by ordinances or permits or as may be directed by the City, and shall not unreasonably encumber the Site or public rights-of-way with his/her materials and equipment.
- c. The Contractor and his/her Subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The City shall be consulted with regard to locations.
- d. The Contractor may furnish and maintain, during the execution of this Project, adequate facilities on the site or adjacent thereto for the use of the City's representatives.
- e. Upon completion of the Project, or as directed by the City, the Contractor shall remove all such temporary structures and facilities as have been placed on the Site, these to become his/her property, and leave the Project Site in the condition required by the Contract.

31. PARTIAL USE OF SITE IMPROVEMENTS BY THE CITY

The City of Muskegon, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be

accepted as complying with the Contract, if each such section is reasonably safe, fit and convenient, in the City's opinion, for the use and accommodation for which it was intended, PROVIDED THAT:

- a. The use of such sections in no way shall impede the completion of the remainder of the work by the Contractor:
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections;
- c. The use of such sections shall in no way relieve the Contractor of his/her liability due to having used defective materials or due to poor workmanship.

32. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Site and public rights-of-way reasonably clean. Upon completion of the work, he/she shall remove all temporary work, and put the whole Site of the work and public rights-of-way in a neat and clean condition. Trash burning on the Site will be subject to prior approval of the City of Muskegon and existing state and local regulations.

33. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the Site, which occur as a result of his/her prosecution or the work. The safety provisions of applicable laws and building, construction or demolition codes shall be observed, and the Contractor shall take, or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary.
- b. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of a in the course of employment on work under this Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the City of Muskegon from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

34. SPECIFICATIONS AND DRAWINGS

- a. The City of Muskegon will furnish the Contractor without charge one (1) copy of the Contract Documents, including General, Technical and Special Specifications complete with plans, drawings, maps, etc. Additional copies requests by the Contractor will be furnished at cost.



- b. In case of discrepancy, figured dimensions shall govern over scaled dimensions; Bid Proposal over plans; plans of Special Specifications; and Special Specifications of General and Technical Specifications.
- c. When discrepancies are found in drawings or Specifications, the matter shall be immediately submitted to the City, without those decision said discrepancy shall not be adjusted by the Contractor except at his/her own risk and expense.

35. SHOP DRAWINGS FROM THE CONTRACTOR

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the City in three (3) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary.
- b. The Contractor may proceed, only at his/her own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc., until they are approved. No claim by the Contractor for extension of the Contract Time will be granted by reason of the Contractor's failure in this respect.
- c. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract Price and/or Time' otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- d. If a shop drawing is in accord with the Contract or indicates only a minor adjustment, in the interest of the City, without involving a change in Contract Price and/or Time, the City may approve the drawing. Such approval shall be general, shall not relive the Contractor from his/her responsibility for adherence to the Contract or for any error in the drawing, and shall contain substantially the following language;

“The modification shown on the attached drawing is approved in the interest of the City of Muskegon to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or Time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the City of Muskegon under the Contract and surety bond or bonds.”

36. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all equipment samples, certificates, affidavits, etc., as called for, or as required by the City, promptly after award of the Contract and acceptance of the Contractor's bond.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required.
- c. No such material or equipment shall be manufactured or delivered to the Site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City.

Machinery, mechanical or other equipment, materials or articles installed or used without such prior City approval shall be at the risk of subsequent rejection.

- d. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the Project for which it is intended, and the name of the producer. Each shall be accompanied by a Certificate or letter from the Contractor which shall:
  - 1. State that the sample complies with the Contract requirements;
  - 2. Give the name and brand of the product and its place of origin;
  - 3. Give the name and address of the producer;
  - 4. Include or be accompanied by all specifications of other detailed information which will assist the City in determining the acceptability of the sample promptly;
  - 5. Include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements.
- e. Where machinery, mechanical or other special equipment is to be installed under this Contract, the Contractor shall furnish each manufacturer's detailed specifications to the City for approval together with full information in regard to proposed installations.
- f. Materials specified by reference to the number of symbol of a specific standard, such as an A.S.T.M. Standard, a Federal specification of other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to shall have full force and effect as though printed herein.
- g. Approval of any materials shall be general only, and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. With regard to a general approval, the City may reject materials, equipment and accessories for cause after actual delivery to the City and such check tests have been made as deemed necessary in each instance, even though such materials and articles have been given general approval.
- h. The City's authorized Representative may test such materials as deemed advisable on the Project Site.
- i. All tests by the City will be performed in such manner as not to delay the work unnecessarily, and shall be made in accordance with the provisions of the Specifications.
- j. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract Time.
- k. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the City will have the right to cause their removal and replacement by proper materials, or to demand and secure such reparation by the Contractor as is equitable.
- m. Except as otherwise specifically stated in this Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes;
  - 2. The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
4. The City of Muskegon will pay all other expenses for testing.

n. Certificates of Compliance: In lieu of test samples and upon request of the City, the Contractor shall provide, upon delivery and through his/her supplier, a witnessed, notarized and signed certification complete with documented test results that the material meets or exceeds the desired specifications. The signer of the certification must be a titled officer of the material company, and the documented test results must be obtained through an independent testing laboratory. Costs for such documentation shall be borne by the Contractor.

37. INSPECTION BY THE CITY

- a. All materials
- b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment whenever the quantity justifies it. Such inspection and acceptance, unless otherwise stated, shall be final, except in regard to (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud.
- c. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Site and replaced with material of specified quality without charge therefor.
- d. If the contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may, by contract or otherwise, have the defects remedied, or rejected materials removed from the project area, and charge the cost of the same against the monies which may be due the Contractor without prejudice to any other rights or remedies of the City.
- e. The Contractor shall notify the City sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection, and recover, such facilities all at his/her own expense, when so requested by the City of Muskegon.
- f. Should it be considered necessary or deemed advisable by the City at any time before final acceptance of the enter work to make an examination of work already completed by uncovering the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and/or material.
  1. If such work is found to be defective in any important or essential respect due to the fault of the Contractor or the fault of his/her Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory performance.
  2. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15% of such cost to cover superintendence, general expenses and profit, shall be allowed the Contractor, and he/she shall be granted in addition a suitable extension of time if completion of the work under the entire Contract has been delayed on account of the additional work involved by such request.

- g.
  - 1. A semi-final inspection will be scheduled by the City when all demolition and debris removal have been completed.
  - 2. When the City has accomplished its semi-final inspection, determined all deficiencies (if any) have been corrected, and the project is completed and functional, a final inspection will be scheduled.
- h. Neither inspection, testing, approval, nor acceptance of the work in the whole or in part by the City of its agents shall relieve the Contractor of his/her sureties of full responsibility for materials furnishing or work performed not in strict accordance with the Contract.

38. CHANGES IN THE WORK

- a. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used; in the specified manner of constructing and/or installing the Improvements; nor supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless pursuant to a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of contract price will be valid unless so ordered.
- b. The City may make changes in the scope of the work required to be performed by the Contractor under the Contract; make additions thereto; or omit work therefrom without invalidating the Contract; without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by him/her pursuant to the Contract; without affecting the validity of the guaranty bonds; and without relieving or releasing the surety or sureties of said bonds.
- c. All such changes in work shall be executed under the terms of the original Contract as expressly provided for.
- d. In the case where unit prices ARE contained in the Agreement, the City may order the Contractor to proceed with desired changes in the work with the value of such changes being determined by the measured quantities involved and the applicable unit prices specified in the Contract, unless said changes increase or decrease the total contract price more than twenty-five (25) percent.

39. CHANGE ORDERS

- a. Change Order shall be executed:
  - 1. If applicable unit prices ARE NOT contained in the proposal;
  - 2. If the total net change ordered by the City increases or decreases in the contract price more than twenty-five (25) percent;
  - 3. If it becomes necessary to revise the completion date due to causes which are not the fault of the Contractor;
  - 4. Upon successful completion of the Project and after final quantities are in confirmation, a Change Order Balance shall be made out by the Authorized Representative and executed by both parties. This quantity balance shall identify the total project cost and allow the Contractor to present the written Request for Final Payment.
- b. Acceptable Methods for Costs Determination:

1. Unit Price Method – The City shall request and the Contractor shall submit a written proposal describing each individual unit of work and the unit price for each item.
2. Lump Sum Method – The City shall request and the Contractor shall submit a written proposal describing the work and the lump-sum price for the described work.
3. Cost-Plus, Limited Basis Method – If other methods are not acceptable and prompt agreement between the parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus, limited basis. The Cost-Plus, Limited Basis is defined as the net cost of the Contractor’s labor, materials and equipment plus 15% of said net cost to cover overhead and profit. The total cost not to exceed an amount to be specified.

Costs not eligible to be included in the Cost-Plus, Limited Basis are: Insurances, bonds, payroll costs for the Contractor’s officers or executives, managers, engineers, lawyers or administrative personnel. These typical costs are to be considered a part of the overhead factor.

4. City of Muskegon Credit Method – If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract, the City may issue a Credit Change Order to create an equitable deduction from the Contract Price. Said deduction will be made by agreement between the Contractor and the City of Muskegon and subject to settlement, in case of dispute as provided in these Documents.

- c. Change Order Procedure – After the Contractor’s proposal has been reviewed and found acceptable by both parties, the City will prepare a Change Order in accordance therewith for execution by the Contractor on the appropriate form required by the funding agency or by using the City of Muskegon change order form provided on pages 50 and 51.

- d. Change Order Documentation shall include:

1. A detailed reason for and description of the work, its location, quantity, rate and method of payment as described in 39 (b) above.
2. A definite statement as to the resulting change in the contract price and/or time.
3. The statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the Change Order.

#### 40. DISPUTES AND CLAIMS

- a. All disputes arising under this contract or its interpretation, except those disputes covered by Federal Labor Provision, whether involving law or fact, or both, or extra work, and all claims for alleged breach of contract shall be presented by the contractor to the city for decision within ten (10) days of commencement of dispute.
- b. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in

sufficient detail to identify and prove the claim, together with its character and scope. In the meantime, the contractor shall proceed with the work as directed.

- c. Any claim not presented within the time limit specified in Paragraph (a) above shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- d. After review of the claim, the city will decide upon action to be taken. Each decision by the governing body of the City of Muskegon will be in writing and will be mailed to the contractor by registered mail, return receipt requested, directed to his/her last know address.
- e. If the contractor does not agree with any decision of the city, he/she shall in no case allow the dispute to delay the work but shall notify the city promptly that he/she is proceeding with the work under protest, and he/she may then except the matter in question from the final release upon Request for Payment in substantially the form provided on Pages 52-53.

#### 41. CLAIMS FOR EXTRA COST

- a. If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he/she shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his/her protest thereto in writing to the city stating clearly and in detail the basis of this objection. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work due to alleged errors in ground elevations, contour lines, or bench marks will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, which clearly shows that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the drawing s and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall at once be reported to the city, and work shall not proceed except at the contractor's risk until written instructions have been received by him/her from the city.
- d. If, on the basis of the available evidence, the city determines that an adjustment of the contract price and/or contract time is justifiable, the procedure shall be as provided in Item 39 (part 3, section I), page 45 on Change Orders.

#### 42. DELAYS AND LIQUIDATED DAMAGES

- a. Liquidated damages for delays. If the work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as provided, the contractor and/or his sureties shall be liable for and shall pay to

the City of Muskegon the sum of \$50.00) for each calendar day of delay as fixed, agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay), commencing from the time stipulated for completion until such work is satisfactorily completed and accepted.

- b. Excusable Delays. The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work DUE TO:
1. Any acts of government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency;
  2. Any acts of the City of Muskegon.
  3. Causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor including, but not restricted to: Acts of God or of the public enemy; acts of another contractor in the performance of some other contract with the city; fires; floods; epidemics; quarantine; restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
  4. Any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1,2 and 3 above.

PROVIDE, HOWEVER, that the contractor promptly notify the city within ten (10) days in writing of the cause of the delay.

- c. Upon receipt of such written notification, the city shall ascertain the facts and the cause and extent of the delay. If, upon the basis of the facts and in compliance with the terms of this contract, the delay is properly excusable, the city shall extend the time for completing the work for a period of time commensurate with the period of excusable delay through the execution of a written Change Order.

#### 43. PAYMENTS TO THE CONTRACTOR

a. Partial Payments

1. Partial payments may be made semi-monthly on the basis of ninety percent (90%) of the value of the work performed subject to the following:
  - That the work is progressing satisfactorily;
  - That the orders of the city have been fulfilled;
  - That the time for completion has not expired;
  - Pending City Commission approval for payment.
2. Before each payment by the city to the contractor under this contract, the contractor shall furnish the city with a certificate in duplicate, substantially to the effect that the contractor and each subcontractor has complied with the wage and other labor standards provisions of this contract. The form of certificate to be used will be furnished by the city.
3. Before making any partial payment, the city may require the contractor to present a verified written statement showing the amounts he/she owes for labor performed and materials furnished along with the names and addresses of the persons to whom such sums are due.

In case the contractor shall have sublet a part of this work, the statement shall also show the sum owed to the subcontractor and be accompanied by a verified statement of the subcontractor showing names and addresses of persons performing labor or furnishing materials under that subcontract along with the respective amounts due such persons.

The city may pay the amounts due directly to the creditors of the contractor or subcontractor so listed, deducting the amount from that due the contractor or subcontractor.

4. Partial payments made by the city to the contractor are monies advanced for the purpose of assisting the contractor to expedite the work under this contract. The contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the city.
5. Any such partial payments shall not constitute a waiver of the right of the city to require the fulfillment of all terms of the contract, and the delivery of all improvements embraced therein, complete and satisfactory in all details.

b. Withholding Payments

1. The city may withhold from any payment otherwise due the contractor so much as may be necessary to protect the City of Muskegon.

The city may also elect to withhold any amounts the contractor owes to any subcontractors or material dealers for work performed or materials furnished by them.

2. Any amount due to the City of Muskegon for liquidated damages, or other purposes as provided under the terms of this contract, shall be deducted from the final payment due the contractor.
3. The foregoing provisions shall be construed solely for the benefit of the city of Muskegon and will not require the City Commission to determine or adjust any claims or disputes between the contractor and his/her subcontractors or material dealers, or to withhold any monies for their protection unless the City Commission elects to do so.
4. The failure or refusal of the city to withhold any monies from the contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

- c. Final Payment to the contractor shall be made subject to the furnishing of a satisfactory release of all claims against the city arising under and by virtue of this contract, other than such claims as may be specifically excepted by the contractor from the operation of release as provided under Item 40 (page 46) entitled Disputes and Claims.

The contractor shall prepare his/her Requisition for Final Payment after final inspection and acceptance by the city for all work under the contract (in the same or similar form as provided on page 52).



The contractor shall additionally secure the consent of his/her surety in regard to Final Payment as well as reduction of the 10% retainage withheld by the city. (see form on page 54.)

Requisition for Final Payment can be based upon the total project dollar amount as described in the required balancing Change Order per item 39 (a.4). The total amount of the Final Payment will be that amount agreed upon by the parties hereto MINUS all previous payments.

Before making the Final Payment, the city may require the contractor to furnish releases or receipts from all subcontractors having performed any work and from all persons having supplied materials, equipment installed on the project, and services to the contractor.

If the city deems it advisable to make payment in part or in full to the contractor without requiring the furnishing of such releases or receipts, any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this contract.

**PART 3**

**SECTION II**

**AFFIRMATIVE ACTION TO ENSURE**  
**EQUAL EMPLOYMENT OPPORTUNITY**

1. EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or against handicapped persons or Vietnam era Veterans. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin, handicapped condition or veteran background. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; Recruitment or recruitment advertising; Layoff or termination; Rates of pay or other forms of compensation; Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided which set forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice to be provided advising said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11245 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the books, records and accounts by the administering agency (City of Muskegon) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation or order of the Secretary of Labor for as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section

204 of Executive Order 11246 of September 24, 1965, so that provision will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency (City of Muskegon) may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

\*\* Notices to be posted by the Contractor regarding nondiscrimination are available from the City of Muskegon Affirmative Action Officer. If copies are needed, CONTACT THE CITY at (231) 724-6703.

2. STANDARD ADOPTED EQUAL EMPLOYMENT SPECIFICATIONS

A. AFFIRMATIVE ACTION FOR MINORITIES AND FEMALES  
(Executive Order 11246)

1. As used in these Specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted; that being City of Muskegon, County of Muskegon, State of Michigan.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identifications).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted. (notice on Page vi therein.)

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in the compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under

the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization which the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon the effort to achieve maximum results from the actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to

maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documents in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet it's obligations.
- e. Development on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation to assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents,

General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.



- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness or actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligations shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity, and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner. (For example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts s may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its

efforts to ensure equal employment opportunity. IF the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

B. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at the establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require

the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders of regulations regarding nondiscrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring locations (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam era hired, (c) the number of disabled veterans of the Vietnam era hired, and (d) the total number of disabled Veterans hired for on-the-job training under 38 USC 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request for examination by any authorized representatives of the contracting officer of the Secretary of Labor Documentation would include personnel records respecting job openings, recruitment and placement.
5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system to each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has to advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his/her own organization or employer-union arrangement for that opening.
8. As used in this clause:
  - a. "All suitable employment openings" includes, but is not limited to openings which occur in the following job categories: Production and non-production; \_\_\_\_\_ office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his-her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the

Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

- b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
  - c. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from Union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his/her employees.
9. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  10. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
  12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
  13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 in more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

C. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract of purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

\*\* Notices to be posted by the Contractor regarding nondiscrimination are available from the City of Muskegon Affirmative Action Officer. If copies are needed, CONTACT THE CITY AT (231) 724-6703).

PART 4

DEMOLITION AND SITE  
CLEARANCE SPECIFICATIONS

**CITY OF MUSKEGON  
INSPECTION SERVICES DEPARTMENT**

**DEMOLITION AND SITE CLEARANCE SPECIFICATIONS**

**QUALIFICATIONS OF CONTRACTOR**

Contractors shall be licensed under Act 383 of 1965, as amended (C.L. 339.240-339.2412), with the State of Michigan to qualify as a bidder on demolition.

**SALVAGE RIGHTS**

The successful bidder shall have full salvage rights on building materials only.

**TIME LIMITS FOR COMPLETION**

All work shall be started within **15** days of issuance of the Notice to Proceed and be completed within **30** days of said Notice unless otherwise stated in writing by the City. All bids shall state ability to conform with required time limits. The City reserves the right to finish demolition and/or clearance if the contractor does not complete the work in the specified time and any expense incurred by the City in so doing will be deducted from any balance due the contractor. If such expense exceeds the balance due, the contractor shall reimburse the City for the difference.

The waiver of any right by the City from time to time of any requirement under these specifications shall not be deemed continuing nor be construed as a waiver of any other right under the contract documents.

**1. DEMOLITION**

- (a.) Before starting demolition, the contractor shall check to determine that all utility services are disconnected at the service mains in accordance with the rules and regulations governing the utility involved. No work shall commence on any building before utilities are properly disconnected. Sanitary sewer and water lines leading from the structure(s) to be demolished shall be securely sealed by the contractor as determined by the City. All active utility mains traversing the site shall be preserved.
- (b.) Structures shall be demolished in such manner as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings. A suitable fence shall be erected around the work site.
- (c.) Demolition work shall be kept thoroughly wetted down to prevent the spread of dust. Contractor shall provide water and necessary connections therefor.
- (d.) All structures in the demolition area shall be completely razed and all materials shall become the property of the contractor and be removed from the site. **Razing shall include, but is not limited to, all items such as posts, piers, fences, walls (including basement and foundation walls), sheds, steps, thresholds,** except such items as are specifically noted by the City to remain in place. **The contractor shall also be**

**required to remove such construction at grade as walks, driveways or other area pavements.**

- (e.) Wood partitions, stairways, furnaces, piping and other equipment, as well as rubbish and debris located in basements or cellars shall be removed from the site.
- (f.) In buildings without basements and the ground floor is of wood construction, the flooring joists and/or sleepers shall be removed. In such buildings where the ground floor is other than wood and has space under the floor, the floor shall be removed.
- (g.) **All basement floors or other paving below grade shall be removed from the site.**
- (h.) Masonry walls shall be demolished in small sections, structural steel, cast iron and heavy timber framing members shall be removed individually and carefully lowered.
- (i.) Explosives shall not be used in the work except by prior written permission of the City.
- (j.) All debris shall be disposed of in accordance with all applicable statutes, ordinances and regulations of the State of Michigan and City of Muskegon or any other municipality in which said debris is disposed.

**2. FILLS**

- (a.) All basements, cellars and other excavations shall be filled with clean sand, except for the last three (3) inches which shall be of approved top soil and seeded. Septic tanks, pits, wells, etc. shall be removed before filling the excavation.
- (b.) No basement shall be filled until an authorized representative of the City has approved the removal of the existing basement floor.

**3. SIDEWALK OPENINGS**

The covers of all sidewalk openings such as coal holes, vaults or stairwells connected with buildings or lots in the demolition area shall be removed and the openings filled with approved material tamped level with the sidewalk.

**4. TRAFFIC**

Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized in writing by the City. No materials shall be placed or stored in streets, alleys or passageways. The contractor shall so conduct his/her operations as to interfere as little as possible with the use ordinarily made of any roads, streets, alleys, driveways, sidewalks, etc. nearby.

**5. CLEANUP**

Contractor shall remove all debris and equipment and dispose of all material from the project site, and leave the ground clear of all materials, rubbish or debris and in a clean and neat condition, as demolition of each structure is completed.

**6. PROTECTION OF TREES AND SHRUBS**

Contractor shall preserve and protect all existing trees and shrubs on or adjacent to the site which do not reasonably interfere with the demolition work as may be determined by the City. Contractor shall be responsible for all unauthorized cutting or damage of



trees and shrubs including damage due to careless operation of equipment and stockpiling of materials.

## **7. BURNING**

No burning is permitted within the project area.

## **8. PERMITS**

Demolition permits must be obtained from the Inspection Services Department of the City of Muskegon.

## **9. ASBESTOS AND OTHER CONTAMINANTS**

Contractor is cautioned that some buildings contain asbestos material and/or asbestos containing material or other contaminants. It is the responsibility of the contractor to identify, remove and lawfully transfer to a licensed landfill all such contaminants.

The contractor or subcontractor performing the asbestos or other contaminant removal shall be a firm of established reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in such abatement, and shall have performed this work on previous projects. The contractor or subcontractor must hold valid Michigan Department of Occupational health licenses for such removal and provide the City evidence of the same within one (1) business day of the bid opening. The contractor shall comply with all laws, rules and regulations regarding such removal including, but not limited to, the requirements of the Michigan Department of Public Health and any emergency rules related to Asbestos, Occupational Safety and Health Act Rule 1910,93A, USA EPA National Emission Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61); the Environmental protection Agency; Michigan Department of Natural Resources; and the Michigan Department of Public Health. The laboratory which the contractor or subcontractor employs shall be regularly engaged in asbestos testing, and personnel used for monitoring airborne concentrations of asbestos fibers shall be proficient in this field, and approved by the City.

All contaminated material shall be disposed of in a licensed Class II landfill. The contractor or subcontractor shall submit all shipping manifests showing the means of transportation, the receiving party, location and disposition. In addition, prior to removal from the site, the contractor or subcontractor shall verify the volume of material.

In the event asbestos or any other contaminant is required to be removed, the contractor shall represent as part of the proposal a list of clients who employed the contractor (or subcontractor) for removal of asbestos or other contaminants. The contractor shall also provide the same for the laboratory which will do the air sampling work. These lists must be furnished within two (2) business days of the bid opening. The contractor shall save and hold harmless the City of Muskegon, its officers, agents and employees of and from any and all claims by reason of the use of any patented design, device, materials or process in connection with any of the work to be performed under this contract.

