

# 2024-2026 JANITORIAL CONTRACT



**INTRODUCTION – PRE-BID**

## INVITATION FOR BIDS

### **Project: 2024-2026 Janitorial Services**

**The City of Muskegon, Michigan will receive sealed bids until 2:00 p.m. local time on Tuesday, November 14, 2023, at the City Clerk's Office, City Hall, 933 Terrace Street, Muskegon, Michigan, at which time and place all bids will be publicly opened and read aloud for the following items of work to include:**

*Janitorial and Carpet Cleaning Services at the following sites: City Hall, including the Muskegon Police Department (933 Terrace St.), the Public Service Building (1350 E. Keating), Trinity Health Arena (470 W Western Ave), and the Water Filtration Plant (1900 Beach St) for a period of three (3) years.*

Electronic copies of Plans and Specifications may be obtained on or after Wednesday, October 25, 2023 from the City of Muskegon website, or by request to the Department of Public Works via phone or email: 231.724.4100 or [tim.harvey@shorelinecity.com](mailto:tim.harvey@shorelinecity.com). Printed copies can be obtained by request from the Department of Public Works located at 1350 E. Keating Ave, Muskegon MI, 49442 for a cost of \$40.

An amount equal to five percent (5%) of the Bid must be submitted with each Bid Proposal in one of three forms acceptable to the City of Muskegon.

Contract documents may be examined at the following locations:

- Public Services Building, 1350 E. Keating Ave., Muskegon MI 49442
- City of Muskegon website: [www.shorelinecity.com](http://www.shorelinecity.com)

Attention is called to the fact that the City requires: the Contractor consider hiring local work force insofar as possible, not less than the salaries and wages set forth in the Specifications must be paid, 14% minority and 6.9% female are the goals established for participation in each trade, the Contractor must ensure employees and applicants for employment are not discriminated against based upon their race, creed, color, religion, sex, national origin, handicapped condition nor veteran background, and all pertinent regulations must be complied with. Bids may not be withdrawn within sixty (60) days after bid opening. The City of Muskegon reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.

**A Pre-Bid Conference will be held in the Conference Room at the City of Muskegon Public Services Building located at 1350 E Keating Avenue at 1:00 pm on Wednesday, October 25, 2023, at which time and place any questions regarding this Project should be presented. Tours of each facility will be offered after the meeting for any who wish to walk through each building. Minutes from the Pre-Bid Conference will become an Addendum to the Contract.**

CITY OF MUSKEGON, MICHIGAN  
By: Ann Meisch, City Clerk

PUBLISH: 10/17/2023

#### **ADA POLICY**

The City will provide necessary appropriate auxiliary aids services, for example, signers for the hearing impaired, audio tapes for the visually impaired, etc., for disabled persons who want to attend the meeting, upon twenty-four hour notice to the City.  
Contact:

Ann Meisch, City Clerk  
City of Muskegon, City Hall  
933 Terrace Street, Muskegon, MI 49440  
(231) 724-6705 or TDD (231) 724-6773

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

Executive Order 11246

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Adopted Equal Employment Specifications" set forth in Part 3, Section II, of these Documents.
2. The goals and the timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**GOALS FOR PARTICIPATION IN EACH TRADE**

TRADE	MINORITY	FEMALE
<b>ALL</b>	<b>14%</b>	<b>6.9%</b>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the City of Muskegon, County of Muskegon, and State of Michigan.

## DEFINITIONS

Whenever used anywhere in these Documents, the following meanings shall be given to the terms 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 the 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 I, paragraph 17(e), and the instructions in 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 this 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 Subcontract.

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 – TECHNICAL – Refers to those Specifications pertinent to this Project and includes information regarding materials, products, etc., as provided in PART 4 of these Documents.

SPECIFICATIONS – SPECIAL – Refers to special information items pertinent to only this 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 location of this Project, including transportation of materials and supplies to or from the Site by employees of the Contractor and/or Subcontractors.

**TABLE OF CONTENTS**

**INTRODUCTION – PRE-BID**

INVITATION FOR BIDS .....2  
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION .....3  
DEFINITIONS.....4

**PART 1 - BIDS**

**SECTION 1 .....8**  
1.0 INSTRUCTIONS TO BIDDERS .....9  
**SECTION 2 .....16**  
1.1 BIDDER’S CHECKLIST .....17  
1.2 TRANSMITTAL LETTER FOR BID PROPOSAL .....18  
1.3 BIDDER CERTIFICATION & AGREEMENT .....19  
1.4 MANAGEMENT PLANS QUESTIONNAIRE .....21  
1.5 BID PROPOSAL .....23  
1.6 BID BOND .....25  
1.7 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER.....27  
1.8 LIST OF PROPOSED SUBCONTRACTORS .....28  
1.9 DISADVANTAGED CONTRACTOR AFFIDAVIT .....29  
1.10 STATEMENT OF BIDDER’S QUALIFICATIONS .....30  
1.11 DBE/MBE/WBE PROCUREMENT POLICY .....32  
1.12 ADDENDUM NO I .....35  
1.13 BID TABULATION .....36

**PART 2 - AGREEMENT**

2.0 AWARDEE CHECKLIST.....38  
2.1 DIRECTIONS FOR PREPARATION .....39  
2.2 AGREEMENT .....40  
2.3 PERFORMANCE BOND.....42  
2.4 LABOR & MATERIALMAN’S BOND .....44  
2.5 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR.....46  
2.6 LETTERS OF RECOMMENDATION IN LIEU OF PERFORMANCE BOND.....47

**PART 3 – GENERAL SPECIFICATIONS**

**SECTION 1 .....49**  
3.0 PROJECT PERFORMANCE .....50  
**SECTION 2 .....58**  
3.1 AFFIRMATIVE ACTION.....59  
**SECTION 3 .....60**  
3.2 ADOPTED LABOR STANDARDS PROVISIONS .....61  
3.3 EQUAL OPPORTUNITY CLAUSE.....62  
3.4 ANTI-KICKBACK ACT .....63  
**SECTION 4 .....64**  
3.5 PREVAILING WAGE DECISION .....65

**PART 4 - SPECIAL SPECIFICATIONS**

4.0 SPECIAL SPECIFICATIONS.....67

4.1 CLEANING STANDARDS .....70

4.2 GENERAL PROVISIONS .....72

4.3 RESPONSIBILITIES AND SCHEDULES.....74

4.4 FLOOR PLANS & DIMENSIONS .....79



**PART 1 - BIDS**

**SECTION 1 – INSTRUCTIONS TO BIDDERS**

## 1.0 INSTRUCTIONS TO BIDDERS

### 1.0.1 BIDS

- a. Bidding documents to be submitted must remain attached within this Contract Document.
- b. All bids submitted shall be 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 2, 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 the Bidder's proposal shall include its pro rata 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.

### 1.0.2 BID GUARANTY

- a. No Bid will be considered unless it is accompanied by a Bid Guaranty of not less than five percent (5%) of the amount of the Bid to ensure the execution of the Contract and the furnishing of surety bond or bonds by the successful Bidder, as required by the Contract Documents. Cash deposits will not be accepted. Negotiable U.S. Government Bonds (at par value) and certified checks or bank drafts, made payable to the **City of Muskegon**, may be used, or a bid bond in the format provided which shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570, and shall be within the maximum amount specified for such company in said Circular.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegraphic communication, if representing an increase in excess of two percent (2%) of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. The Bid Guaranty of unsuccessful Bidders, or the amount thereof, will be returned as soon as practicable after the awarding of the contract. The Bid Guaranty of any Bidder withdrawing his/her Bid in accordance with the conditions set forth in Paragraph 13 hereof will be returned promptly.
- d. When telegraphic modifications of Bids are received as provided 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.

### 1.0.3 ALTERNATIVE BIDS

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

### 1.0.4 INTERPRETATIONS AND/OR ADDENDA

- a. No oral interpretation 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.

### 1.0.5 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 become 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 Receive 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.

1.0.6 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 Viet Nam era veteran or otherwise handicapped, as outlined in Part 3, Section 2 of these Documents.

1.0.7 EMPLOYMENT AND PREVAILING WAGE AND SALARY REQUIREMENTS - The attention of Bidders is particularly called to the requirements covered in Part 3, Section 4 of these Documents concerning the payment of not less than the prevailing wage and salary rates specified, and in regard to the conditions of employment with respect to certain categories and classifications of employees. These rates of pay are the minimums to be paid during the life of this Contract.

The City of Muskegon requires that the Contractor must hire local trades and labor employees from the City of Muskegon, County of Muskegon and/or this SMSA (Standard Metropolitan Statistical Area) for the duration of this Project, insofar as these are available to perform the necessary work. Supervisory and/or technical staff officials are exempt from this requirement.

It is therefore the responsibility of the Bidder to inform himself/herself as to local labor conditions, labor supply, overtime compensation, health and welfare contributions, and prospective changes or adjustments of rates.

1.0.8 SUBCONTRACTORS\* - Any Bidder submitting a Bid shall include a list of proposed subcontractors on the form provided in Part 1, Section 2 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 on these Documents, generally indicated by an asterisk (\*) in the right-hand margin.

### 1.0.9 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 they have not colluded with any other person, firm or

corporation in regard to any Bid submitted, in the same or similar format as provided in Part 1 Section 2 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 in Part 1, Section 2 of these Documents.

#### 1.0.10 SECTION 3 CLAUSE (135.38) FOR FEDERALLY FUNDED PROJECTS

- a. The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income person, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative or worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include the section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the section 3 clause, upon the finding that the subcontractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with person other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR, part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connections with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not derogation of compliance with section 7(b).

**Examples:**

1. Who are Section 3 residents? – Residents of public housing and low income person who live in the area in which a HUD-assisted project is located.
2. What is a Section 3 business? – A business that is owned by Section 3 residents; or employs Section 3 residents in full-time positions; or subcontracts with businesses which provide economic opportunities to low income persons. (CDBG)
3. What types of economic opportunities are available under Section 3? – a. Administrative/Management: accounting, bookkeeping, payroll, purchasing, research, word processing b. Services: appliance repair, carpet installation, catering computer/information, florists, janitorial, landscaping, manufacturing, marketing, photography, printing, transportation C. Construction: architecture, bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction, engineering, fencing, heating, iron works, machine operation, painting, plastering, plumbing, surveying, tile setting.
4. Who will award the economic opportunities? – Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities to the greatest extent feasible, consistent with existing Federal, State and local laws and regulations.
5. Who receives priority under Section 3? – a. For training and employment: persons in public and assisted housing; person in the neighborhood; participants in HUD Youthbuild programs; homeless person b. For contracting: business which fit the definition of a Section 3 business.
6. How can businesses find Section 3 residents to work for them? - By recruiting in the neighborhood and public housing developments to tell them about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
7. How can businesses & low income people find out more about Section 3? Contact the Fair Housing and Equal Opportunity representative at your nearest HUD office.
8. What if it appears an entity is not complying with Section 3? - There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily can result in an administrative hearing.
9. Will HUD require compliance? – Yes. HUD investigates complaints and monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and train and employ Section 3 residents and to award contracts to Section 3 businesses.
10. How can Section 3 businesses or residents complain about a violation of Section 3 requirements?  
– They can file a complaint in writing to the local HUD Office or to: The Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Rm. 5100 Washington, DC 20410-2000. A written complaint should contain:
  - a. Name and address of the person filing the complaint;
  - b. Name and address of subject of complaint (HUD recipient contractor);
  - c. Description of acts or omissions in alleged violation of section 3;
  - d. Statement of corrective action sought.

**1.0.11 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 in Part 1, Section 2, 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.

1.0.12 TIME FOR RECEIVED 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.

1.0.13 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 post-marked prior to the time set for Bid opening.

1.0.14 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.

1.0.15 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.

1.0.16 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 best 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.

1.0.17 EXECUTION OF CONTRACT AGREEMENT; PERFORMANCE AND PAYMENT 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 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 completed in accordance with the Instructions in Part 1 Section 2, and shall bear the same date as, or a date subsequent to, that of the Agreement.  
The surety bond shall be signed by a guaranty or the surety company listed in the latest issue of the U.S. Treasury Circ. 570, and the penal sum shall be within the maximum specified for such company in said Circular.
- 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 in lieu of a Performance Bond, in basically the form described in Part 2 of these Documents.

This action must be taken prior to the execution of the Contract Agreement and the four letters must be accompanied by a statement from the Bidder, which contains the minimum requirements indicated for "Statement of Bidder's Qualifications". Upon City Manager and/or City Commission acceptance of the letters in lieu of the Performance Bond, the Contract Agreement shall be so executed.

- 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.

The Commission may further charge against the defaulting Bidder the difference between the amount of his/her Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount then exceeds the amount of the Bid Bond.

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

1.0.18 COMMENCEMENT NOTICE TO PROCEED - The Contractor shall commence work only upon delivery of a Notice to Proceed from the City. In the event the said notice is not delivered within ten (10) days of the date of this agreement, then the dates for completion and any other performance dates shall be adjusted without further agreement so that the performance and completion dates shall be delayed the number of days in excess of ten (10) after the execution of the contract during which the City did not deliver the notice.

1.0.19 CONTRACT DURATION - This contract is for three (3) years from the date of "Notice to Proceed." Bids shall show first, second, and third year expected costs. A price for an optional fourth (4<sup>th</sup>) year is also requested. Year four (4) may be awarded as an optional extension of the contract for a period of one year at the end of the year three (3) upon mutual agreement of the City and the contractor.



**SECTION 2 - BID PROPOSAL**

1.1 CONTRACT BIDDER'S CHECKLIST

THIS FORM IS A REFERENCE TOOL FOR BIDDING CONTRACTORS

The following forms **MUST** be completed:

	Completed?	
	Yes	No
1. Transmittal Letter for Bid Proposal (must acknowledge addenda received)		
2. Bidder Certification and Agreement		
3. Management Plans Questionnaire		
4. Bid Proposal		
5. Bid Bond (must be 5% of total bid)		
6. Non-Collusion Affidavit of Prime Bidder		
7. List of Proposed Sub-Contractors		
8. Disadvantaged Contractor Affidavit (if applicable)		
9. Statement of Bidders Qualifications (if applicable)		

Actual Completion of All Required Forms is the **Sole Responsibility of the Bidder**

---

---

**FAILURE TO COMPLETE THE NECESSARY FORMS MAY RESULT IN BID REJECTION.**

---

---

1.2 TRANSMITTAL LETTER FOR BID PROPOSAL

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

**Name & Title of Head of Company** \_\_\_\_\_

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

**City, State, ZIP** \_\_\_\_\_

**Date** \_\_\_\_\_

**CITY OF MUSKEGON, MICHIGAN  
933 TERRACE ST.  
MUSKEGON, MI 49443-0536**

**Project Title: 2020-2022 Janitorial Services**

Dear Awarding Agent,

Having examined the Bid Specifications and Contract Documents, including all forms and instructions, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction 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 construct 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.

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

1.3 BIDDER CERTIFICATION AND AGREEMENT

PART I.

The Undersigned hereby agrees:

That they have examined the Bid Specifications/Contract Documents, including specifications, forms and instructions;

That they have received and reviewed the following Addenda:

**ADDENDUM NO. I (PRE-BID CONFERENCE MINUTES)**

---

---

---

That they have examined the Site of the proposed work and is familiar with all of the conditions surrounding the construction of the proposed project and the availability of materials and labor.

PART II.

The Undersigned hereby agrees:

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

That, at the time of execution of said Contract, they 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 provided;

That they will construct the project in accordance with the Contract Documents within the specified time.

PART III.

The Undersigned hereby agrees:

**To commence work within 10 days after the date of the "Notice of Award" from the City.**

To comply with all applicable Adopted Guidelines and requirements, wage rates, labor standards, equal opportunity requirements, subcontract (or) requirements, and any other specifications indicated or referred to within these Contract Documents.

The Undersigned herewith attaches an Affidavit in proof that they have 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.

However, once work has commenced the project shall be completed without interruption of normal working days unless authorized in writing by the Engineer.

PART IV

In regard to non-segregated facilities, the Undersigned certifies:

That they will not maintain or provide for any employees any segregated facilities at any of their establishments;

That they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained;

That they will not maintain or provide for employees any segregated facilities at any of their establishments, and that they will not permit employees to perform their services at any location under their control where segregated facilities are maintained.

The Undersigned hereby agrees:

That a breach of this section of the Bidders Certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid.

**That they will obtain identical certification from proposed sub-contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause (unless already obtained for specific time periods), and that they will retain such certifications on file.**

[As used in this section of this Bidder Certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise.]

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company/Bidder)

\_\_\_\_\_  
(Company/Bidder Street Address)

\_\_\_\_\_  
(Company/Bidder City, State Zip)

1.4 MANAGEMENT PLANS QUESTIONNAIRE

A. In order to assist in evaluating the bids for this job, it will be necessary to have the following information about your management plans for this job:

1. How many employees would work at this job site?

- a. Public Service Building \_\_\_\_\_ employees
- b. City Hall \_\_\_\_\_ employees
- c. Water Filtration Plant \_\_\_\_\_ employees
- d. Trinity Health Arena \_\_\_\_\_ employees
- e. All Sites Total \_\_\_\_\_ employees

2. How many HOURS per DAY would each work at this job site?

- a. Public Service Building \_\_\_\_\_ hours per day
- b. City Hall \_\_\_\_\_ hours per day
- c. Water Filtration Plant \_\_\_\_\_ hours per day
- d. Trinity Health Arena \_\_\_\_\_ hours per cleaning
- e. All Sites Total \_\_\_\_\_ hours per day

3. How many HOURS of Supervision would be supplied to this job?

- a. Public Service Building \_\_\_\_\_ hours per day/week
- b. City Hall \_\_\_\_\_ hours per day/week
- c. Water Filtration Plant \_\_\_\_\_ hours per day/week
- d. Trinity Health Arena \_\_\_\_\_ hours per cleaning
- e. All Sites Total \_\_\_\_\_ hours per day/week

4. How much would you expect to pay for cleaning supplies, equipment, rentals, and insurance to service this job?

- a. Public Service Building \_\_\_\_\_ per month
- b. City Hall \_\_\_\_\_ per month
- c. Water Filtration Plant \_\_\_\_\_ per month
- d. Trinity Health Arena \_\_\_\_\_ per event

This does not include additional labor brought in for scrubbing-waxing-window cleaning, light fixtures, etc.

5. If you were awarded this contract, what % (Percentage) of your total business would this contract represent\*:

Public Service Building	1% or less	5%	10%	25%	50%	75%	ALL
City Hall	1% or less	5%	10%	25%	50%	75%	ALL
Water Filtration Plant	1% or less	5%	10%	25%	50%	75%	ALL
Trinity Health Arena	1% or less	5%	10%	25%	50%	75%	ALL
ALL Sites	1% or less	5%	10%	25%	50%	75%	ALL

*\*The above information is to be given in sufficient detail to show your ability to manage this contract work profitably for the expected life of such contract.*

B. If you have not done business with the City of Muskegon before, at least not in the category of janitorial services, there may be a special evaluation.

BIDDERS- Please list governmental contracts currently held or held within the past two (2) fiscal years:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. A site visitation is recommended to all bidders before submission of bids to familiarize yourself with the general condition and layout of premises as well as any special conditions which may be unique for this location. Contact the Department of Public Works to set up a visit: 231-724-4100.

1.5 BID PROPOSAL

The Bidder hereby agrees to perform all work described in the attached documents for the sums as described below:

COST/SITE

Public Service Building (DPW)  
1350 E. Keating Ave.

Year 1 \_\_\_\_\_  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 (Optional) \_\_\_\_\_  
Year 5 (Optional) \_\_\_\_\_

City Hall  
933 Terrace Street

Year 1 \_\_\_\_\_  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 (Optional) \_\_\_\_\_  
Year 5 (Optional) \_\_\_\_\_

Water Filtration Plant  
1900 Beach Street

Year 1 \_\_\_\_\_  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 (Optional) \_\_\_\_\_  
Year 5 (Optional) \_\_\_\_\_



Trinity Health Arena-Cost per Event Cleaning  
470 W Western Ave

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 (Optional) \_\_\_\_\_

Year 5 (Optional) \_\_\_\_\_

Trinity Health Arena-Cost per Locker Room Cleaning  
470 W Western Ave

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 (Optional) \_\_\_\_\_

Year 5 (Optional) \_\_\_\_\_

The City of Muskegon may award a contract for each site or as a group containing all sites. The optional year four (4) may be awarded to the Contractor by the City at the end of year three (3) upon mutual agreement of the City and the Contractor. The award(s) will be made in the manner determined to be the most beneficial to the City of Muskegon.

Each site covered by the contract is to receive a monthly invoice at a uniform rate derived by taking the appropriate yearly rate and dividing by twelve (12).

NOTE: Changes in the rate from year to year will be on the contract anniversary date, not at the beginning of the calendar year.

Contractors Name: \_\_\_\_\_

Contractors Signature/Title: \_\_\_\_\_

1.6 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

\_\_\_\_\_ as PRINCIPAL, and  
(Name of Principal)

\_\_\_\_\_ as SURETY are held  
(Name of Surety)

and firmly bound unto the City of Muskegon, Michigan, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars, (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified for withdrawal; and shall within ten (10) days after the prescribed forms are presented for signature enter into a written Contract with the City of Muskegon in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract; or

In the event of the withdrawal of said Bid within the period specified for withdrawal, or the failure to enter into such contract and give such bond within the time specified; and if the Principal shall pay the City of Muskegon the difference between the amount specified in said Bid and the amount for which the City of Muskegon may procure the required work or supplies or both, if the latter be in excess of the former.

THEN the above obligation shall be void and of no effect; otherwise shall remain in full force and virtue

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument

Under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

\_\_\_\_\_ (SEAL)  
(Individual Principal)

\_\_\_\_\_  
(Business Address including Zip Code)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Business Address including Zip Code)

Attest:

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

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address including Zip Code)

Attest:

\_\_\_\_\_

\_\_\_\_\_

Affix  
Corporate  
Seal

Countersigned

By

Attorney-in-fact, State of \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,

Secretary of the Corporation named as Principal in the within Bond; that

\_\_\_\_\_, who signed the said Bond on behalf of the Principal was then

\_\_\_\_\_ of said Corporation; that I know their signature, and their signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority of this governing body.

Affix  
Corporate  
Seal

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

Title: \_\_\_\_\_



1.8 LIST OF PROPOSED SUB-CONTRACTORS

To be submitted by each Bidder with Bid Proposal in accordance with Para. 8, Part 1, Section 1. Before a subcontract is executed by the successful Bidder, the subcontractor must be approved by the City of Muskegon and the 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	_____
		_____

1.9 DISADVANTAGED CONTRACTOR AFFIDAVIT

Please provide the name(s) of all Disadvantaged subcontractors from whom you solicited bids for this project and additional information below.

Disadvantaged Contractor:	Contact Person:	Contact Method/Date:	Decision (Yes or No):
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Of the Disadvantaged Contractors listed above, please indicate why they will not be used on this project.

Disadvantage Contractor:	Decision/Reason:
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____

## 1.10 STATEMENT OF BIDDER'S QUALIFICATIONS

To be submitted by the Bidder upon specific request of City of Muskegon unless in connection with Letters of Recommendation in lieu of Performance Bond as provided in Section 1. The Statement of Bidder's Qualifications as follows must accompany the four Letters.

### 1.10.1 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:

1. NAME OF BIDDER (Company, individual, etc.)
2. PERMANENT MAIN OFFICE ADDRESS OF BUSINESS INCLUDING ZIP CODE.
3. DATE BUSINESS WAS ESTABLISHED.
4. IF A CORPORATION, WHERE WAS IT INCORPORATED?
5. NUMBER OF YEARS ENGAGED IN CONTRACTING BUSINESS UNDER PRESENT NAME?  
FIRM OR TRADE NAME? UNDER A PREVIOUS NAME?
6. SCHEDULE OF OUTSTANDING CONTRACTS, showing amount of each contract and the anticipated completion date of each.
7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY.
8. HAS THIS COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED IT?  
If so, WHERE AND WHY?
9. HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT?  
If so, WHERE ANY WHY?
10. LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY, stating approximate cost of each and the month/year completed. Indicate which, if any, have provided your company with a Letter of Recommendation.
11. INDICATE EXPERIENCE IN CONSTRUCTION WORK SIMILAR TO THIS PROJECT.
12. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT.
13. INDICATE BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING OFFICERS.
14. INDICATE CREDIT AVAILABLE TO YOUR COMPANY.
15. LIST BANK REFERENCES. If a detailed financial statement is available attach it to this statement.

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

17. 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 this Statement of Bidder’s Qualifications.”

18. INCLUDE THE FOLLOWING AT THE END OF YOUR STATEMENT:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COMPANY/BIDDER NAME

SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

19. INCLUDE OFFICIAL NAME AND DATA FOR NOTARY PUBLIC TO NOTARIZE DOCUMENT.



## 1.11 DBE/MBE/WBE PROCUREMENT POLICY

### 1.11.1 POLICY STATEMENT: 2014-31 (e)

It is the policy of the City of Muskegon to assure that small disadvantaged business enterprises (DBE), minority business enterprises (MBE), and woman-owned business enterprises (WBE) are given the opportunity to participate in contracting and procurement for supplies, construction, equipment and services under federal contracts and collaborations.

This policy applies to all contracts/procurement for supplies, construction equipment and services under any federally contracted grant or cooperative agreement. The purpose is to ensure nondiscrimination in the solicitation, either by competitive bidding or negotiation, and award and administration of federally assisted contracts and collaborations.

Entities contracting or sub-contracting with the City of Muskegon shall comply with regulations relative to nondiscrimination in Federally-assisted programs as amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of any contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees, as follows:

### 1.11.2 STATEMENT OF NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of supplies, construction, equipment and services.

### 1.11.3 FAIR SHARE GOALS

All methods of solicitation shall include the following language to meet “Good Faith Effort” requirements as stated in the general provisions of EPA’s 40 CFR 33 of the Federal Regulation:

*This contract is subject to the Environmental Protection Agency’s (EPA) “fair share policy,” which includes EPA-approved “fair share goals” for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA’s policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA’s policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps, and adhere to the current fair share goals for the State of Michigan.*

#### 1.11.4 GOOD FAITH EFFORTS

(1) The City of Muskegon shall ensure DBE/MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by maintaining a solicitation list of DBE/MBE/WBE businesses and notifying them whenever they are potential sources.

(a) Maintain and update a listing of qualified DBE/MBE/WBEs that can be solicited for construction, equipment, services and/or supplies on the City of Muskegon website.

(b) Provide listings to all interested parties who request copies of the bidding or proposing documents.

(c) Contact appropriate sources within our geographic area to identify DBE/MBE/WBEs for placement on our business listings.

(d) Utilize other DBE/MBE/WBE listings such as those of the States Minority Business Office, the Small Business Administration, Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, DOJ, HUD, DOT and Department of Homeland Security.

(e) Solicitation lists are available for review at all times via the city website.

(2) The City of Muskegon shall make information of forthcoming opportunities available to DBE/MBE/WBEs and arrange time for viewing of contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs, MBEs, and WBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days(federal projects) and 10 calendar days(local projects), before the bid or proposal closing date.

(a) Develop realistic delivery schedules which may provide for greater DBE/MBE/WBE participation.

(b) Advertise through the minority media in order to facilitate DBE/MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.

(c) Advertise in general circulation publications, trade publications, State agency publications and minority and women's business focused media concerning contracting opportunities on our projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit DBE/MBE/WBEs.

(3) The City of Muskegon will consider in the contracting process whether firms competing for large contracts could subcontract with DBE/MBE/WBEs. The City of Muskegon will divide total requirements when economically feasible and practical into smaller tasks or quantities in order to increase opportunities for participation by DBE/MBE/WBEs in the competitive process.

(a) Perform an analysis to identify portions of work that can be divided and performed by qualified DBE/MBE/WBEs.

(b) Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of DBE/MBE/WBEs.

(c) Conduct meetings, conferences, and follow-ups with DBE/MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.

- (4) The City of Muskegon will consider and encourage contracting with a consortium of DBE/MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (a) Notify DBE/MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
  - (b) Provide DBE/MBE/WBEs trade organizations with succinct summaries of solicitations.
  - (c) Provide interested DBE/MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA).
- (a) Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE/MBE/WBE bidder's lists to assist these firms in the development of bid packaging.
  - (b) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying DBE/MBE/WBEs for potential work opportunities on projects
- (6) If the prime contractor awards subcontractors, the prime contractor is required to take the steps in subparagraphs (1)-(5) of this section.

#### 1.11.5 DOCUMENTATION/REPORTING

The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the appropriate federal agency to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the appropriate State or Federal Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

#### 1.11.6 NON – COMPLIANCE

Contractors, sub-contractors, and other associated entities failing to comply with the federal regulations legally required under contracts associated with Environmental Protection Agency (EPA), Housing and Urban Development (HUD), Department of Justice (DOJ), Department Of Transportation (DOT), or Department of Homeland Security (DHS) that have been granted to the City of Muskegon, may result in delayed closings, withholding the release of funds, or commitment cancellation.

1.12 ADDENDUM NO I

**SEE APPENICIES PAGES**

1.13 BID TABULATION

**SEE APPENICIES PAGES**

**PART 2 - AGREEMENT**

2.0 AWARDEE CHECKLIST

THIS FORM IS A REFERENCE TOOL FOR AWARDEE CONTRACTORS

The following forms ***MUST*** be completed:

	Completed?	
	Yes	No
1. Agreement		
2. Performance Bond		
3. Labor & Materialman's Bond		
4. Non-Collusion Affidavit of Sub-Contractor		
5. Letters of Recommendation (if applicable)		

Actual Completion of All Required Forms is the **Sole Responsibility of the Bidder**

## 2.1 DIRECTIONS FOR PREPARATION

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with their place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal; OR  
There may be attached copies of such corporation records as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary of the corporation, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond **MUST NOT BE PRIOR TO THE DATE OF THE CONTRACT.**
9. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount of the premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath EACH SIGNATURE appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.



2.2 AGREEMENT

THIS AGREEMENT, made this       \* day of       20       \* by the City of Muskegon

And between

{a corporation organized and existing under the laws of the state of MICHIGAN};

or [a partnership consisting of \_\_\_\_\_];

or {an individual trading as \_\_\_\_\_};

Hereinafter called the “Contractor”, and the CITY OF MUSKEGON, MICHIGAN:

WITNESSETH, that the Contractor and the City of Muskegon, for the consideration stated herein, mutually agree as 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 construction of the improvements embraced in this Contract, NAMELY:

*Janitorial and Carpet Cleaning Services at the following sites: City Hall, including the Muskegon Police Department (933 Terrace St.), and the Public Service Building (1350 E. Keating), for a period of three (3) years.*

and required supplemental work for the completion of this Project, all in strict accordance with the Contract, including all Addenda.

ARTICLE 2. The Contract Price. The City of Muskegon will pay the Contractor for the performance of this Contract and the completion of the work covered therein an amount in current funds not to exceed \$

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

**Invitation for Bids**

**Part 1- Bids**

*Section 1 – Instruction to Bidders*

*Section 2 – Bid Proposal*

**Part 2 – Agreement**

**Part 3 – General Specifications**

*Section 1 – Project Performance*

*Section 2 – Affirmative Action*

*Section 3 – Labor Standards/EEOC/Anti-Kickback Act*

**Part 4 – Project Special Specifications**

**Part 5 – Appendices**

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully 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

\*Date contract awarded by the City Commission

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in

Five (5) original counterparts on the day and year first written above.

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

ATTEST:

CITY OF MUSKEGON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor Signature

\_\_\_\_\_  
City Clerk Signature

(SEAL)

CERTIFICATION (if applicable)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation  
named as the 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.

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

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

2.3 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_ ,  
as Principal, and \_\_\_\_\_ ,

as Surety, are held and firmly bound unto the City of Muskegon, its certain attorney, successors or assigns (hereinafter called the Obligee), in the full and just sum of

dollars (\$ \_\_\_\_\_ ) lawful money

of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain contract with Obligee,

Dated \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the Contract) for: \_\_\_\_\_

\_\_\_\_\_ and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- (a) If the Principal shall faithfully perform the Contract on their part, as of the time and in the manner therein provided; shall satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof; shall fully indemnify and save harmless said Obligee from any and all cost and damage which the Obligee may suffer by reason of the Principal's failure to do so; and shall fully reimburse and par the Obligee any and all outlay and expense which it may occur by reason of such default; and
- (b) If, after completion and acceptance of the work by the Obligee, the Principal shall promptly remedy any defects in the work due to faulty materials or workmanship which shall appear within the period of one year from the date of completion and final acceptance of the work, and pay for any damage to said Obligee, to the State of Michigan, or to any municipal subdivision or local authority thereof to which the rights and privileges of said Obligee have passed or been assigned, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect its obligations on this Bond; and it does thereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or specifications.

It is hereby further stipulated and agreed that, if the Principal is a non-Michigan Corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the bond surrendered, until such Principal files with the Obligee a certificate from the Michigan Department of Revenue evidencing the payment in full of all taxes, penalties and/or interest, and a certificate from the Unemployment Compensation Commission evidencing the payment of all unemployment compensation contributions, penalties and/or interest, due the State of Michigan from said Principal, or any non-Michigan corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived.

SIGNED, SEALED AND DELIVERED IN ORIGINAL COUNTERPARTS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

Individual Principals Sign Here:

In the Presence of:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_

Corporate Principals Sign Here:

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name)

Surety Sign Here:

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name)

The rate of premium charge is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ \_\_\_\_\_  
(to be filled in by the Corporate Surety)

2.4 LABOR & MATERIALMAN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_  
as Principal, and \_\_\_\_\_,  
as Surety, are held and firmly bound unto the City of Muskegon, its certain attorney, successors or assigns  
(hereinafter called the Obligee) in the penal sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated \_\_\_\_\_,  
20 \_\_\_\_\_, (hereinafter called the Contract) for: \_\_\_\_\_

\_\_\_\_\_ and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Principal, all subcontractors to whom any portion of the work provided for in said Contract is sublet, and all assignees of said Principal and of such subcontractors, shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed and services rendered by public utilities in or in connection with the prosecution of the work, whether or not said material, labor, equipment or services entered into become component parts of the work or improvement contemplated in said Contract, in any amendment, extension of, or addition to said Contract, then the above obligation shall be void; otherwise, it shall remain in full force and effect; PROVIDED, HOWEVER, that this Bond is subject to the following conditions and limitations:

- (a) All persons who have performed labor, rendered services or furnished materials or equipment, shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one state, then in any such states). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the persons instituting such action and any or all other persons having claims hereunder; and any other person having a claim hereunder shall have the right to be made a party to such proceedings, but not later than one year after the complete performance of said Contract and final settlement thereof, and to have such claim adjudicated in such action and judgment rendered thereon; PROVIDED HOWEVER, that the Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- (b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon, that is instituted later than one year after the complete performance of said Contract and final settlement thereof.
- (d) As used herein: The term "Person" refers to any individual, firm or corporation which has furnished materials, equipment or public utility services to be used on or incorporated in the work, or the prosecution thereof, provided for in said Contract or any amendment, extension of, or addition to said Contract; and/or to any person engaged in the prosecution of the work provided for in said

Contract or any, extensions of, or addition to said Contract, who is an agent, servant or employee of the Principal or of any subcontractor, or any assignee of said Principal or any subcontractor; and also anyone so engaged who performs the work of a laborer or mechanic, regardless of any contractual relationship between the Principal or any subcontractor, or any assignee of said Principal or subcontractor and such laborer or mechanic; BUT shall not include office employees not regularly stationed at the site of the work.

- (e) It is hereby further stipulated and agreed that, if the Principal is a non-Michigan corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the Bond surrendered, until such Principal files with the Obligee a certificate from the Michigan Department of Revenue evidencing the payment in full of all taxes, penalties and/or interest due the State of Michigan from the Principal, or any non-Michigan corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, to the work to be performed thereunder, or to the specifications accompanying the same, shall in any wise affect the obligations of this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work thereunder, or the specifications.

SIGNED, SEALED AND DELIVERED IN ORIGINAL COUNTERPARTS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

Individual Principals Sign Here:

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Address)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Address)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Address)

Corporate Principals Sign Here:

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Title)

(Printed Name)

Surety Sign Here:

Attest:

\_\_\_\_\_

\_\_\_\_\_

(Printed Name and Title)

(Printed Name)



## 2.6 LETTERS OF RECOMMENDATION IN LIEU OF PERFORMANCE BOND

In accordance with Section 1, 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.

To use letters of recommendation for this purpose, your intention to do so must be disclosed as part of your bid, so that a decision on acceptability can be made prior to the contract award.

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 1, Section 2, Bid Proposal). Each of the four letters should contain no less than the following information:

<p>THE LETTER OF RECOMMENDATION PACKAGE IS SUBJECT TO CITY MANAGER AND/OR CITY COMMISSION APPROVAL PRIOR TO LETTING THE BID OR EXECUTING THE AGREEMENT.</p>
---

### 2.6.1 SUMMARY OF INFORMATION TO BE INCLUDED IN LETTER OF RECOMMENDATIONS

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 contracts.
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 that described in this letter in a timely and satisfactory manner."



**PART 3 – GENERAL SPECIFICATIONS**

## **SECTION 1**

### 3.0 FOR PROJECT PERFORMANCE

#### 3.0.1 ASSIGNMENT OR NOVATION

- a. 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.
- b. 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.

#### 3.0.2 CONFLICT OF INTEREST

- a. No official of the City of Muskegon who is authorized in such capacity and on behalf of the City to negotiate, make, 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.
- b. 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.

#### 3.0.3 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 will 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 nor 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. They will also call to the attention of the Contractor any failure to follow the plans and specifications that may be observed. They shall have the authority to prevent any material from being used, and to stop any work from being done, which they believe do 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 omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.
- 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 therein 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 performing work for the City shall be adjusted and determined by the City.

#### 3.0.4 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 their 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.

#### 3.0.5 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.

#### 3.0.6 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, 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.

#### 3.0.7 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.

#### 3.0.8 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 under this Contract.
- c. The Contractor shall withhold Muskegon City Income Taxes from each and every employee who is subject to same, and shall pay Contractor's Income Tax due, if any.

Contractor shall further require the same of each Subcontractor, consultant or other pay with whom the contractor works or from whom contractor obtains goods or services for the project. Payroll submissions required by this agreement shall include full information showing said withholding. The City may withhold payments otherwise due to the contractor to assure compliance with this agreement or cure noncompliance.

### 3.0.9 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.\*

### 3.0.10 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.
- b. Where the requirements of the drawings and Specifications fail to comply with such applicable ordinances and codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated Unit Prices.
- c. 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 they commenced work on the items involved.
- d. The Contractor shall at their 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 or State of Michigan. In some cases, certain permits will be obtained by the owner and will be so identified within the Special Specifications. All other permits are the responsibility of the Contractor.
- e. 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 to trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

### 3.0.11 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.\*

### 3.0.12 COMMUNICATIONS

- a. All notices, demands, requests, instructions, 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 their 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 49443, 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 the actual delivery or at the time of actual receipt, as the case may be.

### 3.0.13 REQUEST 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 their possession which should be furnished by the City under the terms of this Contract, and which they 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. Each request shall be in writing, listing the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award, and shall be as complete as possible at that time. The Contractor shall, upon request, furnish promptly any assistance and information the City may require in responding to these requests. The Contractor shall be fully responsible for any delay in their work or to others arising from their failure to comply fully with the provision of this Article.

### 3.0.14 INSURANCE AND INDEMNITY

- a. Hold Harmless Agreements. To the fullest extent permitted by law, Contractor and Subcontractors agree to defend, pay in behalf of, indemnify, and hold harmless the CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof working on behalf of the CITY OF MUSKEGON against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF MUSKEGON and their elected and appointed officials, employees, volunteers, or others working on behalf of the CITY OF MUSKEGON by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is any way connected or associated with this contract. The obligation to defend and hold harmless extends to Contractor's employees, agents, subcontractors, assigns and successors.
- b. The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the CITY OF MUSKEGON. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.
- c. **The Contractor shall procure and maintain the following insurance coverage:**

- i. Workers' Compensation Insurance- The Contractor and Subcontractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
  - ii. Commercial General Liability Insurance - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Personal Injury, Bodily Injury and Property Damage coverage's shall be included (E) Deletion of all explosion, collapse and underground (SCU) exclusions, if applicable. The said insurance shall cover liability caused by the activities of any subcontractor.
  - iii. Automotive Liability - The Contractor shall procure and maintain during the life of this contract Automotive Liability Insurance, including Michigan No-Fault Coverage's, with limits of liability for third party claims of not less than \$1,000,000.00 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The said insurance shall cover liability caused by the activities of any subcontractor.
  - iv. Additional Insured- Commercial General Liability and Automotive Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds" using the following language: "The CITY OF MUSKEGON and all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The CITY OF MUSKEGON as additional insured, coverage afforded is considered to be primary and any other insurance The City of Muskegon may have in effect shall be considered secondary and/or excess.
  - v. Cancellation Notice- All policies as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: CITY OF MUSKEGON DEPARTMENT OF PUBLIC WORKS", PO Box 0536, Muskegon, MI 49443-0536
- d. Owner's and Contractor's Protective Liability- The Contractor shall procure and maintain during the life of this contract Owner's and Contractor's Protective Liability with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate, combined single limit. Personal injury, Bodily injury and Property Damage coverages shall be included. The CITY OF MUSKEGON shall be "Named Insured" on this coverage. Thirty (30) day notice of cancellation to the CITY OF MUSKEGON shall be required. Said insurance shall cover liability caused by the activities of any subcontractor(s) either by means of a rider attached to the Prime Contractor's Certificate of Insurance indicating this coverage for subcontractors; or the subcontractor(s) shall submit their own Certificate of Insurance.
- e. Proof of Insurance Coverage - The Contractor and Subcontractors shall provide the CITY OF MUSKEGON at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies

of all policies mentioned above shall be furnished. Certificates and policies endorsing the City of Muskegon as additional insured as listed below:

- i. Two (2) copies of Certificate of Insurance for
  - ii. Workers' Compensation Insurance;
  - iii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - iv. Two (2) copies of Certificate of Insurance for Automotive Liability Insurance;
  - v. Original Policy, or original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance;
  - vi. If so requested, Certified Copies of all policies mentioned above will be furnished.
- f. If any of the above coverage's expires during the term of this contract, the Contractor and Subcontractors shall deliver renewal certificates and/or policies to CITY OF MUSKEGON at least ten (10) days prior to the expiration date.

### 3.0.15 SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives their 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 working hours with full authority to act for the Contractor. The Contractor shall also provide adequate staff for the proper coordination and expediting of the work.
- b. The Contractor shall lay out their own work, and shall be responsible for all work executed by him/her under this Contract. They shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from their failure to do so.

### 3.0.16 MUTUAL RESPONSIBILITY OF CONTRACTORS

- a. If, through acts or 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 the Contractor, who shall defend at their own expense any suit based upon such claim, and, if any judgment or claim against the City is allowed, the Contractor shall pay all costs and expenses in connection therewith.

### 3.0.17 CARE OF THE WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of their 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 their own discretion to prevent such threatened loss or injury, and they shall so act. They 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 this Contract regarding Change Orders.



- d. The Contractor shall avoid damage as a result of their operation to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and they shall at their own expense completely repair any damage thereto caused by their 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 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 or 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.

### 3.0.18 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 their prosecution of 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 and 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.

### 3.0.19 DISPUTES AND CLAIMS

- a. All disputes arising under this Contract or its interpretation, except those disputes covered by Federal Labor Provisions, 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 then (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 their last known address.

- e. If the Contractor does not agree with any decision of the City, they shall in no case allow the dispute to delay the work but shall notify the City promptly that they are proceeding with the work under protest, and they may then except the matter in question from the final release upon Request for Final Payment in substantially.

## **SECTION 2**

### 3.1 AFFIRMATIVE ACTION

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO INSURE EQUAL EMPLOYMENT OPPORTUNITY AND PROHIBITING DISCRIMINATION IN EMPLOYMENT**

(Federal Executive Order 11243)

Michigan: Elliot-Larson Civil Rights Act

The attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against.

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, disability, sexual orientation or gender identity, or status as a Vietnam Era Veteran. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their religion, race, color, national origin, age, sex, height, weight, familial status, marital status, disability, sexual orientation or gender identity, or veteran background. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

#### LOCAL EMPLOYMENT EFFORT

The City of Muskegon requires that the contractor must hire local trades and labor employees from the City of Muskegon, County of Muskegon and/or this SMSA (Standard Metropolitan Statistical Area) for the duration of this project, insofar as these are available to perform the necessary work. Supervisory and/or technical staff officials are exempt from this requirement.

#### LABOR STANDARDS PROVISION EMPLOYMENT AND PREVAILING WAGE AND SALARY REQUIREMENTS

The attention of bidders is particularly called to the requirements covered in these documents concerning the payment of not less than the prevailing wage and salary rates specified, and in regard to conditions of employment with respect to certain categories and classifications of employees.

All laborers and mechanics employed by this contract shall be paid unconditionally and not less than once each week, and without subsequent deduction or the rebate on any account (except such payroll deductions as are permitted by the applicable regulations issued by the City of Muskegon).

### **SECTION 3**

### 3.2 ADOPTED LABOR STANDARDS PROVISIONS

The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order No. 11246 of September 24, 1965 (30FR 12319), as amended. 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 or natural origin. 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. 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; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that qualified applicants will receive consideration 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 has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, 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 No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the 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 such 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 in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction. The contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.3 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
(Incorporated by Reference)

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4 the affirmative action clause for handicapped workers, set forth in 40 CFR 60-741.4 and the related regulations of the Secretary of Labor. 40 CFR Chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8

### 3.4 ANTI-KICKBACK ACT

**NOTICE TO CONTRACTORS:** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

#### Copeland “Anti-Kickback” Act Policy

The Copeland “Anti-Kickback” Act prohibits contractors or subcontractors engaged in building construction or repair from persuading an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract.

**NOTICE TO MUNICIPAL EMPLOYEES:** *Any employee who offers or approves the offer of a business consideration must ensure that it is ethical and proper in all respects. The offer of a business consideration cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively on the reputation of the City of Muskegon and/or the recipient. The business consideration shall not violate this anti-kickback policy.*

The City of Muskegon’s (Muskegon) staff, representatives, and contractors are prohibited from receiving unreasonable compensation from grantors, grantees, contractors, applicants, or any other person or individual for the purpose of receiving preferential treatment of any kind. The guidelines below define Muskegon’s policy toward kickbacks and the penalties for offering kickbacks to Muskegon employees, representatives or contractors.

**Definition: “Kickback”** for the purposes of this policy (excluding de minimis gifts), means substantial money, fees, commission, gifts, gratuity, object of value, or offer of employment, which is provided or offered, directly or indirectly, to any City of Muskegon employee, contractor or contracted employee, vendor or vendor employee, or consultant for the purpose of improperly obtaining or rewarding favorable treatment in connection with a City of Muskegon project or contract.

**This policy prohibits any person or organization from:**

Providing or attempting to provide or offering to provide kickbacks;  
Soliciting, accepting or attempting to accept kickbacks; or  
Including, directly or indirectly, the amount of kickbacks in any contract awarded by City of Muskegon, contractors, or subcontractors.

***Any employee found to be in violation of this policy will be subject to an investigation by the City of Muskegon’s Compliance Officer to determine if the policy was infringed upon.***

***Depending on the results of the investigation, appropriate discipline will be determined. The employee may be subject to civil or criminal penalties as provided under U.S. law.***

Any applicant, grantee, contractor, consultant, or vendor in violation of this policy will be prohibited from participation in any City of Muskegon project, contract, or activity and may be subject to additional civil or criminal penalties as provided under U.S. law (Title 40 U.S.C., Section 276c).

Muskegon reserves the right to recover damages from any person who knowingly engages in such prohibited conduct and from any person whose employee, contractor, or subcontracted employee provides, accepts, or charges a kickback.



## **SECTION 4**

3.5 PREVAILING WAGE DECISION

**THIS IS NOT A PREVAILING WAGE PROJECT**

**PART 4 – SPECIAL SPECIFICATIONS**

## 4.0 SPECIAL SPECIFICATIONS

4.0.1 GOVERNING ORDER - The Technical Specifications, which include the City of Muskegon Standard Specifications for construction and materials shall govern the construction of this project except as modified by these Special Specifications.

4.0.2 CITY'S RIGHT TO REDUCE OR INCREASE QUANTITIES - Reference is made to Part 3, Section I, Number 38 of the General Specifications which gives the City the right to increase or decrease the total contract price 25% without penalty.

4.0.3 PERMISSION TO CONSTRUCT - The Contractor shall obtain permission from the Engineer or Project Inspector before proceeding with construction of any of the following items:

- a. Concrete Curb and Gutter
- b. Trench Repair
- c. Base Course
- d. Leveling Course
- e. Wearing Course
- f. Concrete Pavement
- g. Concrete Walk
- h. Drive Approach

Permission will be granted upon confirmation that all necessary labor, equipment and material are on the site, and the area is properly prepared.

4.0.4 LETTERS OF RECOMMENDATION IN LIEU OF PERFORMANCE BOND - In accordance with Section I, Paragraph 17(e), 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. To use letters of recommendation for this purpose, your intention to do so must be disclosed as part of your bid, so that a decision on acceptability can be made prior to the contract award.

4.0.5 SALVAGE MATERIALS - The Contractor shall become the owner of all salvaged cast iron, brass and lead products, including manhole and catch basin castings, goosenecks, stops, corporations, valve boxes, valves, and hydrants. Determination of the disposal site and disposal of the salvaged material is the responsibility of the Contractor. No payment shall be made for salvage disposal.

4.0.6 LIQUIDATED DAMAGES; TIME OF THE ESSENCE - The parties recognize that time is of the essence of this agreement, and that the City will suffer financial loss and be entitled to damages in the event it is not completed within the time stated above, and further if partial performance is not completed within the times provided for partial performance, if a schedule is attached to this agreement or included herein. The parties also recognize the delays, expense, and difficulties involved in proving actual losses suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof the CITY and the CONTRACTOR agree that as liquidated damages for delay, (but not as a penalty) the CONTRACTOR shall pay the CITY Three Hundred Dollars (\$300.00) for each day that expires after the time specified for substantial completion set forth above, and the same amount for each day that expires after failure to complete partial performance if set forth in a schedule adopted in this contract. After substantial completion if the CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by the CITY, the CONTRACTOR shall pay the CITY Three Hundred Dollars (\$ 300.00) for each day that expires after the time above specified for completion and readiness for final payment.

Only delays caused by labor disputes, fire, natural catastrophe or acts of God shall excuse the CONTRACTOR from the above payments. When the effects of such interruptions have ceased, in the reasonable opinion of the CITY, the said time limits shall be adjusted only for the period of delay caused thereby, and shall remain in effect as adjusted.

The foregoing provisions for liquidated damages shall, however, be in addition to and not in substitution for any other rights or remedies which the CITY may have under this agreement or otherwise against the CONTRACTOR by reason of its failure to complete construction within the time and in the manner required by this agreement.

4.0.7 DEFECTIVE MATERIALS AND WORK - All materials which do not meet the requirements of the specifications at the times they are to be used shall be rejected, unless otherwise authorized as acceptable by City staff.

Any completed work that may be found to be defective before the final acceptance of the completed work shall be corrected and replaced immediately in conformance with the Specifications.

The Contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance, and shall rebuild, repair, restore and make good at his own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

4.0.8 CORRECTING WORK - Any unfaithful work or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected and replaced immediately on the order of City staff. In case any material is rejected, it shall be immediately removed from the line of work and not again brought thereon. In case the order for removal and replacing as specified above is not promptly complied with after written notice, City staff shall be at liberty to remove and replace the same with proper materials, at the expense of the Contractor, and the cost thereof shall be deducted from the amount due him. Any omission to disapprove the work or material at the time of inspection or at the time of any estimate shall not relieve the Contractor of any of his obligations. All work or material of whatever kind which, during the progress of construction and before its final acceptance, may become damaged shall be removed and replaced by the Contractor with good and satisfactory work and material.

4.0.9 RETENTION OF IMPERFECT WORK - If any portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Contract Documents, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work unacceptable or impracticable, or will not create conditions which are dangerous or undesirable, City staff shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed but he shall make deductions therefor in the payments due the Contractor as may be just and reasonable.

4.0.10 ACCIDENT PREVENTION AND SAFETY - The Contractor shall comply with all Federal, State, and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment. He shall also take any other needed actions on his own responsibility or as directed by City staff as are reasonably necessary to protect the life and health of employees on the job, the safety of the public, and to protect property during the construction of the project.

Recommendation of the current Manual of Accident Prevention in Construction, issued by the Associated General Contractors of America, Inc., shall be used for guidance in specific situations which are not covered by Federal, State, or local laws or regulations.

Special provisions in polluted areas. The Contractor shall be responsible for determining whether work in all locations involved in this contract is subject to a governmentally required health and safety plan to protect workers and others from the effects of hazardous materials in proximity of the work, in the ground or water resources involved. In the event such a health and safety plan is required, the Contractor shall familiarize itself completely with the plan and comply with all its requirements.

In the event there is no health and safety plan for hazardous materials, but the Contractor reasonably should recognize that a health and safety plan is warranted, it shall be the Contractor's responsibility to notify the city before commencing work to obtain or produce, as city may require, a health and safety plan and implement it.

4.0.11 CONFINED SPACES - The Contractor shall have a Confined Space Policy and shall use all safeguards, safety devices and protective equipment necessary to comply with the current Federal, State and Local laws and requirements for practices and procedures for protection from the hazards of entry into confined spaces. Also, the Contractor shall make available all necessary tools, equipment and/or man power for city personnel entering

confined spaces to inspect the work performed or being performed by the Contractor. In the event Contractor determines that confined spaces exist in the project, it shall notify in writing, before commencing work, the location and existence of all confined places, providing sufficient documentation for city emergency personnel to respond to any and all situations requiring entry into or dealing with confined spaces.

4.0.12 SUNDAY AND NIGHT WORK - Ordinarily, no Sunday or night work shall be carried on which will require the presence of an inspector, except with the written permission of City staff. Sunday and night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify City staff, as far in advance as possible, of his intention to carry on such emergency work and of the time and place of doing it.

4.0.13 BID TABULATION SHEET - The Bid Proposal sheet is included in the contract documents.

4.0.14 PUBLIC ACT NO. 57 OF 1998, SECTION 2 - A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all of the following provisions:

- a. That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing:
- b. A subsurface or a latent physical condition at the site if differing materially from those indicated in the improvement contract.
- c. An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- d. That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- e. That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- f. That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- g. That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

## 4.1 CLEANING STANDARDS

The following directions outline the minimum acceptable standards for the activities to be performed.

### **A. Sweeping and damp mopping**

1. Dust mopping must be performed with a treated mop, using a wetting solution containing appropriate cleaning agent and a mild disinfectant. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks.
2. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up.
3. Leave no dirt, trash or foreign matter under desks, tables and chairs.

### **B. Wet mopping and scrubbing**

1. The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from floor surfaces.
2. Wetting solution shall contain an appropriate cleaning agent.
3. At the stated frequencies, floor must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris.
4. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.

### **C. Stripping and sealing**

1. Completely remove all dirt, wads and other foreign substances in returning floor to its original surface.
2. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to the manufacturer's recommendations. The stripper, sealer and wax products must be compatible for this activity and wax must be a minimum of 25% solids.

### **D. Waxing and buffing**

1. Apply wax in a thin, even, coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor.
2. Spray buffing may be used in lieu of step D-1, as long as all steps for sweeping and damp mopping are accomplished first.
3. All waxed surfaces must be maintained to provide safe anti-slip walking conditions.
4. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder.
5. All furniture readily movable by one person and intended to be moved frequently, must be moved during all floor cleaning operations and replaced in original positions upon completion.
6. Baseboards, walls, furniture and equipment must not be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

## **E. Rugs and carpeting**

1. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reachable by a vacuum. Leave nap on all carpeting lying in one direction.
2. Perform vacuuming and shampooing with commercial grade equipment only.
3. Remove spots and stains daily.

## **F. Dusting**

1. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by most effective means appropriate; treated dusting cloths or vacuum tools.
  - a) Leave no dust streaks.
  - b) Leave corners, crevices, molding and ledges free of dust and cobwebs.
  - c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
2. Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coat racks, etc. Telephones, keyboards, etc. must be lifted and dusted under. Do not disturb work papers.
3. Dusting high and low includes, but is not limited to, partition tops, pictures, chair rungs, etc.
4. Dust window blinds with treated dusting cloth. Use a mild cleaning solution to thoroughly clean blinds.

## **G. Damp wiping**

1. This consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.
  - a) The wetting solution must contain an appropriate cleaning agent.
  - b) When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

## **H. Windows**

1. Using a wetted solution containing an appropriate cleaning agent, clean windows using a sponge or soft cloth and/or squeegee tool.
2. When dry, windows should be free and clear of streaks and lint.

## **I. Restrooms**

1. Washbowls, toilets and urinals must be cleaned and sanitized with a germicidal solution; cleaning both the inside and outside surfaces.
2. Paper towel and soap dispensers must be refilled when necessary.
3. Empty all trash from the restrooms.
4. Clean floors throughout the restrooms.
5. Dust all other surfaces and furniture in restrooms.

## **J. Miscellaneous**

1. All hazardous conditions, such as burned out lights, loose railings, etc. must be reported by janitorial staff to contract supervisor, who must then
2. Outdoor ash/cigarette receptacles are either ashtrays, sand or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and/or replenishing sand in receptacles.



## 4.2 GENERAL PROVISIONS

### **A. Materials, treatments, etc.**

1. Contractor must supply all cleaners, finishes, etc. for the treatment of the various types of flooring and carpeting. Use only such materials as are recommended and approved by the flooring manufacturer.
2. The City will supply the following expendable items: paper products (i.e. toilet paper, sanitary napkins, and hand towels), hand soap and garbage bags.
3. The Contractor's prime responsibility is to protect owners property at all times and use only such materials and treatments as will enhance the appearance of flooring, etc.
4. The Contractor may be required to submit a complete list by brand names and product numbers of all supplies to be used in fulfilling this contract. Right is reserved by the City to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected items. Contractor shall provide the building supervisor with a copy of the Safety Data Sheet (SDS) of all materials brought into, used and/or stored in the building.

### **B. Mechanical and other equipment**

1. The Contractor must furnish all power equipment such as floor machines, vacuum systems and all other equipment.
2. The City will furnish an area, when necessary, for storage of Contractor's equipment and supplies.
3. The Contractor will be held solely responsible for all items stored on the premises.

### **C. Supervision and janitorial personnel**

1. Competent supervision is to be furnished by the Contractor and these services must be satisfactory to the City.
2. Fingerprinting is required to work at City Hall building only. Fingerprinting must be done at Muskegon County Clerk's Office (990 Terrace St, Muskegon, MI 49442). The cost to fingerprint will not be covered by the City of Muskegon.
3. A background check is required to work at both City buildings. The City will not cover the cost of a background check, but the Muskegon Police Department will determine if contractor appointed background checks are satisfactory.
4. All janitorial personnel shall wear, in plain sight, identification while in the facility(s). The identification shall be furnished by the contractor and shall consist of a recent photo, the employee's name and the company name.
5. Keys to the building will be furnished by the City as necessary. Any such key must not be duplicated or taken from the building.

### **D. Billing**

1. Contractor is to submit billing at the close of each calendar month to the building supervisor.

### **E. Start-up equipment**

1. Within 60 days from the start of the resulting contract, the Contractor is required to prepare all floors in conformance with the semi-annual specifications.

### **F. Hours of work**

1. See the Responsibilities and Schedules pages, section A.

## **G. Inspection and correction deficiencies**

1. A monthly inspection of the City Hall and the Public Service Building sites will be required. A supervisor from the contracting company and a building supervisor will need to conduct the inspection together. These meetings will be conducted between the hours of 7:00am and 3:00pm; on a day that is mutually agreed upon.
2. Any deficiencies found during the inspection must be corrected as follows:
  - a) Within 24 hours for any daily, weekly, or monthly activity.
  - b) Within 48 hours for any quarterly or semi-annual activity.
3. Should the vendor fail to correct his deficiency within the time stated, a complaint to vendor will be filed by the City.
4. When cleaning deficiencies are not corrected after one notification, the City shall reserve the right to hire other persons or firms to correct such deficiencies and shall deduct the costs thereof from contract payments.
5. Repeated failure to correct deficiencies may result in cancellation of contract by the City.

## **H. Special provisions**

1. Pricing: All costs for supplying required insurances, employee fringe benefits, social security and governmental business taxes must be incorporated into bid price quoted for this service. Such costs may not be billed separately.
2. References: In the event of an award, the successful bidder may be required to furnish references from recognized companies for who they are now rendering comparable services. This condition may be waived if bidder is currently holding City contract for equal services.

## **I. Summary**

1. The program described above and in the specifications accompanying bids designed to cover operations more in the category of housekeeping than that of specific and detailed janitorial service. It must be understood that all tasks in the housekeeping line will be performed, whether included in the detailed specifications or not.

### 4.3 RESPONSIBILITIES AND SCHEDULES

This contract is to cover janitorial services for the Department of Public Works building at 1350 E. Keating Ave., Muskegon, MI, City Hall building at 933 Terrace St, Muskegon, MI, Water Filtration Plant 1900 Beach St, Muskegon, MI, and the Trinity Health Arena 470 W Western Ave, Muskegon, MI

A site visitation is recommended to all bidders before submission of bids to familiarize themselves with the general conditions and layout of the premises as well as any special conditions which may be unique to this location. Please contact the Department of Public Works for more information regarding buildings: 231-724-4100 or email Tim Harvey at [tim.harvey@shorelinecity.com](mailto:tim.harvey@shorelinecity.com).

#### **A. Schedule of access to buildings and security instructions**

##### **Department of Public Works**

1. The building will be cleaned each workday evening, (Monday-Friday).
2. Cleaning will be carried out at times so that governmental functions are not interrupted.
3. Cleaning schedules should be consistent and communicated to City staff.
4. At the completion of the days cleaning, the Contractor will be responsible for securing the building and to activate the alarm in the front office area.

##### **City Hall**

1. The Building will be cleaned each workday evening (Monday-Friday).
2. Cleaning will be carried out at times so that governmental functions are not interrupted.
3. Cleaning schedules should be consistent and communicated to City staff.
4. The Contractor will take the responsibility for night security and will insure all outside doors remain locked while they are in the building. The only exception is for night meetings, where the doors will be unlocked prior to and during the meeting times. The contractor will be responsible for ensuring all exterior doors are locked at the completion of the day.

##### **Water Filtration Plant**

1. The main level will be cleaned two days per week; either Monday/Thursday or Tuesday/Friday.
2. Cleaning must begin after 4 pm.
3. Cleaning schedules should be consistent and communicated to City staff.
4. Building is staffed 24 hours per day. Let staff know when arriving and leaving for the day.

##### **Trinity Health Arena**

1. The main concourse and common areas to be cleaned after each event.
2. Event cleanings can begin around 10 pm. Staff will provide event dates at least 30 days in advance.
3. Seasonal cleanings of locker rooms.
4. Locker cleanings will be scheduled as needed with staff.
5. The Contractor will take the responsibility for night security and will insure all outside doors remain locked while they are in the building. The contractor will be responsible for ensuring all exterior doors are locked and security alarms set at the completion of the day.

#### **B. Supplies**

1. The Contractor will supply all chemicals normally incidental to the terms of this proposal. These chemicals are to include, but not limited to the following:
  - a. Floor finishes and sealers
  - b. Cleaning fluids
  - c. Deodorizers and disinfectants
  - d. Stainless steel polish
  - e. Window cleaning fluids

2. The City will provide the following consumable items (not to be used for cleaning purposes):
  - a. Paper products; i.e. toilet tissues, sanitary napkins, and hand towels
  - b. Linen hand towels
  - c. Hand soap
  - d. Garbage bags
3. The Contractor will provide all equipment and machinery necessary to perform all work described herein.
4. The City will provide a storage room in each building for the storage of the Contractor's supplies and equipment. Janitorial storage is marked on the floorplans with an asterisk (\*).

### **C. Frequency and scheduling of cleaning**

#### **Department of Public Works and City Hall**

Service to be provided five (5) days a week, Monday-Friday, at Public Service Building and City Hall. Below are a list of tasks that shall be completed on a daily, weekly, monthly, semi-annual, annual basis.

#### **Daily Tasks**

1. Dust mop all tile floors
2. Vacuum and spot clean carpet
3. Empty all waste receptacles, including outdoor receptacles, and replace liners as needed; disposing of waste in proper container provided by the City
4. Empty recycling bins into cart
5. Sift ashtray outside entrances and pick up cigarette butts and litter in the immediate vicinity of the entrances
6. Clean and disinfect all lunchroom tables
7. Clean and disinfect entrance door glass, windows surrounding entrance doors, door handles and push plates
8. Clean and disinfect main countertops and vertical fronts in offices.
9. Clean and disinfect drinking fountains
10. Remove hand marks from doors, kick plates and switches
11. Vacuum and disinfect interior surfaces and exterior buttons of elevator at City Hall
12. Vacuum, mop and disinfect handrails in the stairwells at City Hall
13. Restrooms and locker rooms:
  - a. Dust mop and wet mop
  - b. Clean and disinfect toilets, urinals, sinks, fixtures and mirrors
  - c. Wash and disinfect partitions next to urinals
  - d. Refill soap and paper towel dispensers
  - e. Empty waste receptacles
14. Lounge and lunch rooms:
  - a. Dust mop and wet mop
  - b. Empty waste receptacles
  - c. Clean and disinfect tabletops and chairs
  - d. Clean and refill napkin/paper towel dispensers
  - e. Clean sink and countertops
15. Police Department
  - a. Clean restrooms and locker rooms in accordance to the above restroom specs (Three restrooms in basement, two on 1<sup>st</sup> floor corridor and one in back hall)
  - b. Clean and disinfect common desk areas
  - c. Dust mop and vacuum 1<sup>st</sup> floor corridor
  - d. Empty all waste receptacles and replace liners, as needed
  - e. Clean sink and refill paper towels in the Identification Offices

## **Weekly Tasks**

1. Clean and disinfect main countertops and vertical fronts in offices
2. Vacuum upholstered furniture
3. Damp wipe plastic furniture
4. Damp wipe both sides of all doors
5. Remove spots and stains from furniture, as needed
6. All tile floors to be wet mopped (except restrooms and locker rooms are to be done daily)
7. Dust windowsills, file cabinets, counters, furniture, shelves, bookcases and woodwork, etc
8. Remove dust and cobwebs from ceiling
9. Fill floor drain traps
10. Restrooms and locker rooms:
  - a. Clean and disinfect shower room walls and floors
  - b. Dust and clean furniture
  - c. Wash and disinfect all partitions

## **Monthly Tasks**

1. All tile floors to be sprayed and buffed
2. Clean all interior windows/glass, including removal of tape residue
3. Clean exterior windows/glass in entrance areas
4. Dust window blinds
5. Clean ceiling diffusers
6. Restrooms and locker rooms:
  - a. Dust tops of lockers
  - b. Clean ceiling exhaust grills
7. Lounge and lunch rooms:
  - a. Clean exterior of refrigerators
  - d. Clean cabinets and stoves
  - e. Clean ceiling exhaust grills

## **Semi-Annually (April & October) Tasks**

1. Polish elevator metal
2. Clean all exterior windows/glass
3. Clean ceiling light fixtures
4. Thoroughly clean fronts of desks, cabinets and other equipment
5. Strip and wax floors (can be done on weekends, nights, or holidays. All floors must be dry by next workday)

## **Annual (January) Tasks**

1. Clean all carpets  
(Can be done on weekends, nights or holidays. May be called to clean high traffic areas additional times, as needed. All floors must be dry by next workday.)
2. Clean vaults in Assessor, Clerk and Finance Departments (to be completed during working hours)
3. Wash all hallway walls
4. Clean base trim

## **Water Filtration Plant**

### **Biweekly (2x) Tasks**

1. Dust mop all tile floors
2. Empty all waste receptacles, including outdoor receptacles, and replace liners as needed; disposing of waste in proper container provided by the City
3. Empty recycling bins into cart
4. Sift ashtray outside entrances and pick up cigarette butts and litter in the immediate vicinity of the entrances
5. Clean and disinfect lunchroom table
6. Clean and disinfect entrance door glass, windows surrounding entrance doors, door handles and push plates
7. Clean and disinfect drinking fountains
8. Remove hand marks from doors, kick plates and switches
9. Vacuum, mop and disinfect handrails in the stairwells
10. Restrooms and locker rooms:
  - a. Dust mop and wet mop
  - b. Clean and disinfect toilets, urinals, sinks, fixtures and mirrors
  - c. Wash and disinfect partitions next to urinals
  - d. Refill soap and paper towel dispensers
  - e. Empty waste receptacles

### **Weekly Tasks**

1. Damp wipe both sides of all doors
2. Remove spots and stains from furniture, as needed
3. All tile floors to be wet mopped (except restrooms and locker rooms are to be done daily)
4. Restrooms and locker rooms:
  - a. Clean and disinfect shower room walls and floors
  - b. Dust and clean furniture
  - c. Wash and disinfect all partitions

### **Monthly Tasks**

1. Clean exterior windows/glass in entrance area
2. Clean ceiling diffusers
3. Restrooms and locker rooms:
  - a. Dust tops of lockers
  - b. Clean ceiling exhaust grills
4. Lounge and lunch room:
  - a. Clean exterior of refrigerators
  - b. Clean cabinets and stoves
  - c. Clean ceiling exhaust grills

### **Annual Tasks**

1. Wash all hallway walls
2. Clean base trim

## Trinity Health Arena

### Event Tasks

1. Sweep up and throw away all debris in main concourse and seating areas.
2. Sweep and wet mop hard floors including steps, seating areas, restrooms, and behind bars.
3. Clean and disinfect handrails, switches, door knobs, railings, fixtures, counters, and bars.
4. Spot clean walls, doors, and seats.
5. Restrooms:
  - a. Sweep and throw away all debris
  - b. Empty waste receptacles and replace liners
  - c. Clean mirrors
  - d. Clean and disinfect receptacles, dispensers, sinks, counters, toilets, handrails, door handles, stall walls, and doors
  - e. Spot clean interior walls
  - f. Wet mop floor

\*Arena staff will fill all dispensers.

### Locker Room Tasks

These tasks are designed to refresh all areas and recover from seasonal extremes such as salt, sand, and mud. Additional cleanings may be requested for illness exposures, in preparation of an event, or post event.

1. Dust all surfaces: lockers, furniture, counter tops, baseboards, blinds etc.
2. Clean and disinfect interior glass not requiring ladder access
3. Vacuum all carpet
4. Clean and disinfect receptacles, dispensers, sinks, counters, toilets, handrails, door handles, restroom stall walls, and doors
5. Power wash/wet vac system areas of restrooms and showers that are appropriately tiled or sealed

### D. Other important requirements

1. The steam cleaning of carpets will be done on weekends, nights or holidays.
2. The Contractor will be responsible for moving office furniture prior to cleaning and replacing when carpet is dry.
3. Clean the Commission room in consideration of evening meetings.
4. Notify Maintenance Department of any observed maintenance needs.
5. All personnel working on City premises are required to obtain clearance (Criminal Background Check) through the Muskegon Police Department. Personnel shall include contractor, employees and all sub-contractors. The contractor shall be required to provide a copy of their employees working on City premises clearances to the Department of Public Works at the Public Services Building.
6. All workers will wear a picture ID badge furnished by the vendor.
7. A listing of all equipment and chemicals to be used must be included with the bid. A Safety Data Sheet of materials and chemicals on site will be supplied to the City.
8. The Laboratory in the Water Filtration plant is only to have waste receptacles emptied and floors dust and wet mopped. No other cleaning should be done in this room.

4.4 FLOORPLANS & DIMENSIONS

City Hall Building  
Basement

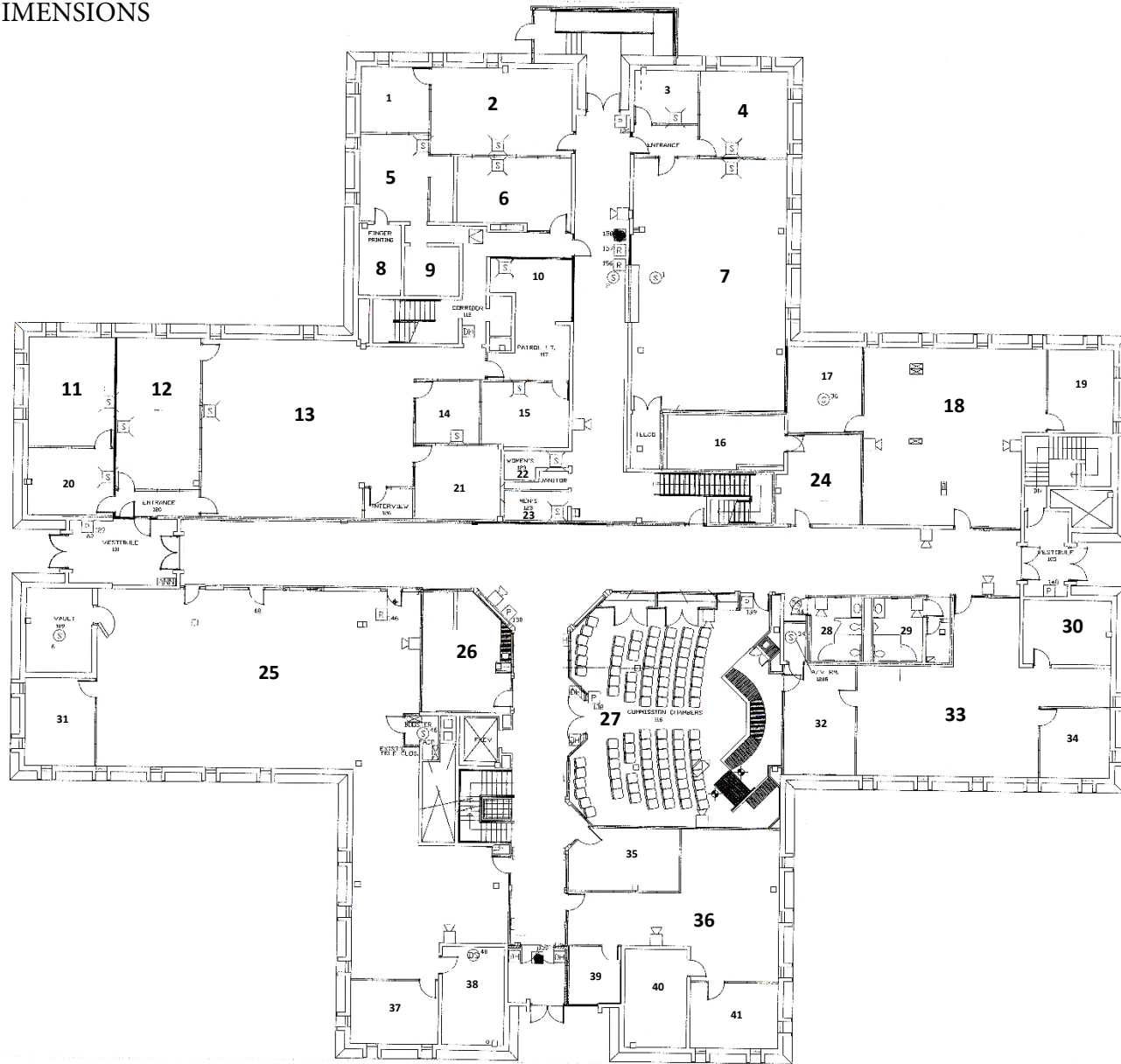


Room Numbers



4.4 FLOORPLANS & DIMENSIONS

City Hall Building  
1<sup>st</sup> Floor



Room Numbers



andrea j riegler, architect pllc  
231-557-0325  
andrea@ajr.design

APPLICABLE CODES:

2015 Michigan Rehabilitation Code  
2015 Michigan Mechanical Code  
2015 Michigan Plumbing Code  
2017 National Electrical Code

Construction Type: 1B

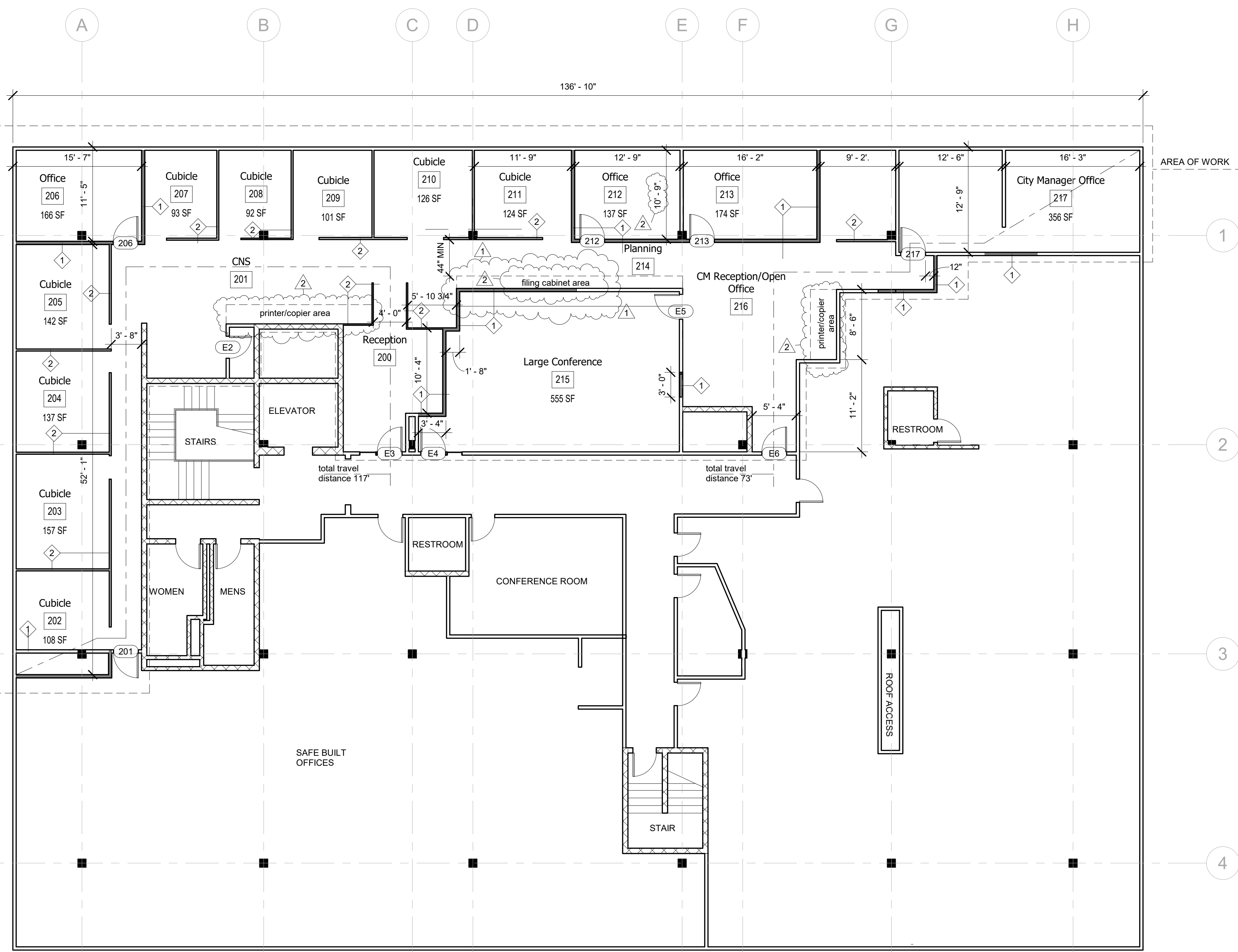
Level 2 Alteration to approximately 4,097 s.f. existing office space (Total existing floor area is approximately 13,100 s.f.)

Occupant Type: B - Business

Occupant Load: 41

Number of Exits Required: 1  
Number of Exits Provided: 2

No.	Description	Date
1	Revision 1	6/23/20
2	Revision 2	7/7/20
3	Revision 3	07/08/20



Wall Type 1: UL Listed Wall Assembly U419  
5/8" gyp. bd. (typ. UL ULIX or equivalent) on both sides of 3 5/8" metal studs (25 gauge) @ 16" o.c.. Fill wall cavity with 3 1/2" batt insulation (R-11). Build wall to structure above (10'-9" a.f.f.)

Wall Type 2: Moveable cubicle partitions - designed and installed by others. Partitions will provide privacy, but will allow for 2'-0" min space between top of partition and bottom of lay-in ceiling.

1 Second Floor  
1/8" = 1'-0"

Existing Door Schedule				
Mark	Height	Width	Type	Comments
E2	7' - 0"	2' - 8"	32" x 84"	
E3	7' - 0"	3' - 0"	36" x 84"	
E4	7' - 0"	3' - 0"	36" x 84"	
E5	7' - 0"	3' - 0"	36" x 84"	
E6	7' - 0"	3' - 0"	36" x 84"	

New Door Schedule										
Mark	Height	Width	Thickness	Type	Description	Finish	Frame Type	Frame Material	Fire Rating	Comments
201	7' - 0"	3' - 0"	0' - 1 3/4"	36" x 84"	WOOD - MDF CORE	STAINED	KNOCKED DN	HM	NR	LH DOOR Provide Passage Set - Lever Handle
206	7' - 0"	3' - 0"	0' - 1 3/4"	36" x 84"	WOOD - MDF CORE	STAINED	KNOCKED DN	HM	NR	LH DOOR Provide Passage Set - Lever Handle
212	7' - 0"	3' - 0"	0' - 1 3/4"	36" x 84"	WOOD - MDF CORE	STAINED	KNOCKED DN	HM	NR	RH DOOR Provide Passage Set - Lever Handle
213	7' - 0"	3' - 0"	0' - 1 3/4"	36" x 84"	WOOD - MDF CORE	STAINED	KNOCKED DN	HM	NR	RH DOOR Provide Passage Set - Lever Handle
217	7' - 0"	3' - 0"	0' - 1 3/4"	36" x 84"	WOOD - MDF CORE	STAINED	KNOCKED DN	HM	NR	RH DOOR Provide Passage Set - Lever Handle

Room Schedule									
Rm #	Name	Area	Occupants	Floor Finish	Base Finish	Wall Finish	Ceiling Finish	Comments	Department
200	Reception	205 SF	2.02	CPT TILE	VINYL	PAINT	TILE		CNS
201	CNS	530 SF	3.3	CPT TILE	VINYL	PAINT	TILE		CNS
202	Cubicle	108 SF	1.3	CPT TILE	VINYL	PAINT	TILE		CNS
203	Cubicle	157 SF	1.5	CPT TILE	VINYL	PAINT	TILE		CNS
204	Cubicle	137 SF	1.4	CPT TILE	VINYL	PAINT	TILE		CNS
205	Cubicle	142 SF	1.3	CPT TILE	VINYL	PAINT	TILE		CNS
206	Office	166 SF	1.7	CPT TILE	VINYL	PAINT	TILE		CNS
207	Cubicle	93 SF	1	CPT TILE	VINYL	PAINT	TILE		CNS
208	Cubicle	92 SF	1	CPT TILE	VINYL	PAINT	TILE		CNS
209	Cubicle	101 SF	1.08	CPT TILE	VINYL	PAINT	TILE		CNS
210	Cubicle	126 SF	.7	CPT TILE	VINYL	PAINT	TILE		CNS
211	Cubicle	124 SF	1	CPT TILE	VINYL	PAINT	TILE		PLANNING
212	Office	137 SF	1.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
213	Office	174 SF	1.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
214	Planning	220 SF	2	CPT TILE	VINYL	PAINT	TILE		PLANNING
215	Large Conference	555 SF	5.4	CPT TILE	VINYL	PAINT	TILE		PLANNING
216	CM Reception/Open Office	530 SF	5.3	CPT TILE	VINYL	PAINT	TILE		CITY MANAGER
217	City Manager Office	356 SF	3.9	CPT TILE	VINYL	PAINT	TILE		CITY MANAGER

City of Muskegon

2nd Floor Offices

933 Terrace Ave

Second Floor Plan

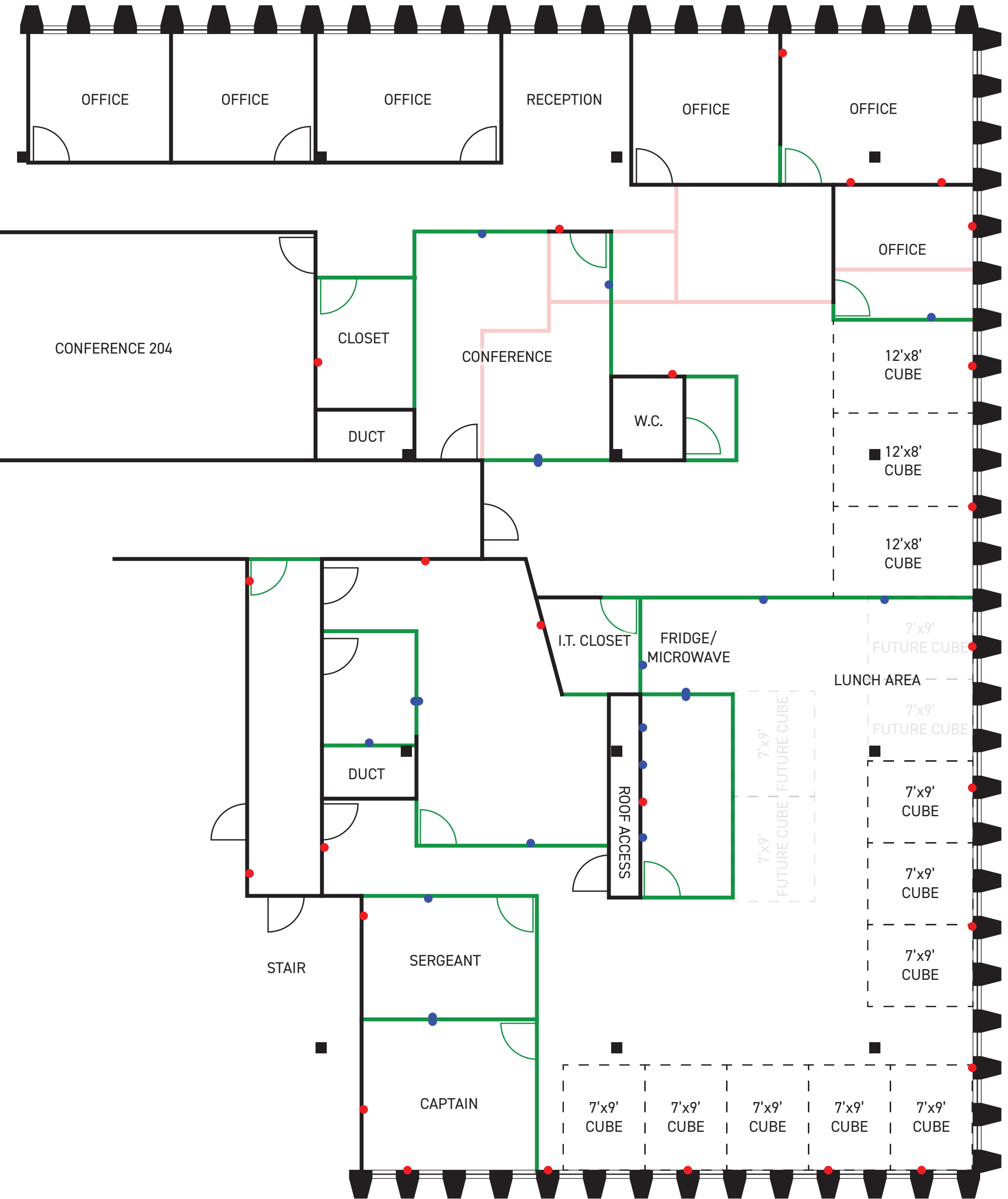
Project number 202004  
Date 06/05/20  
Drawn by AJR

A101

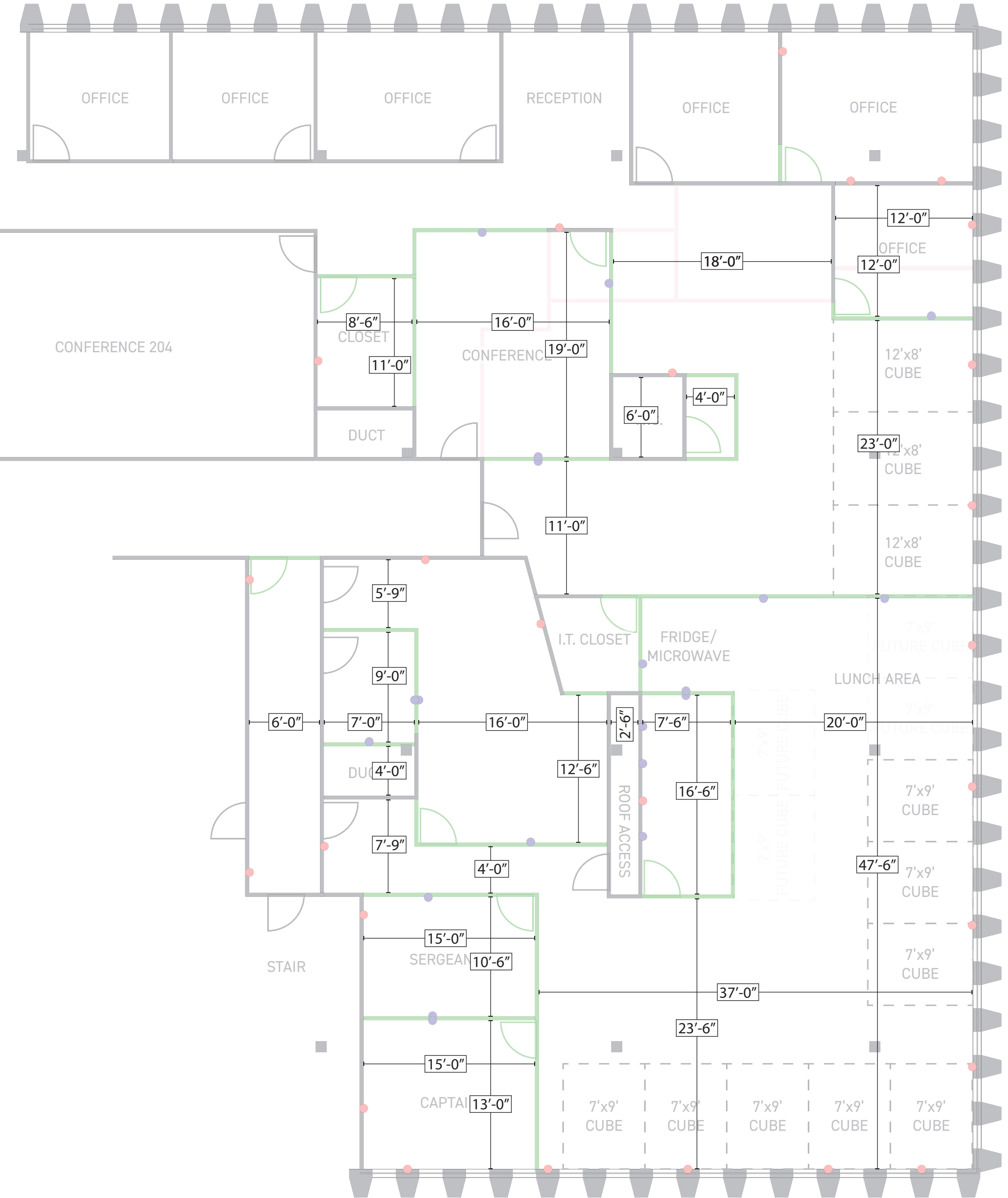
Scale 1/8" = 1'-0"

- EXISTING WALLS
- DEMOLISH WALLS
- CONSTRUCT WALLS
- CUBICLE WALLS
- EXISTING OUTLET
- PROPOSED OUTLET

## Potential Renovation to 2nd floor City Hall

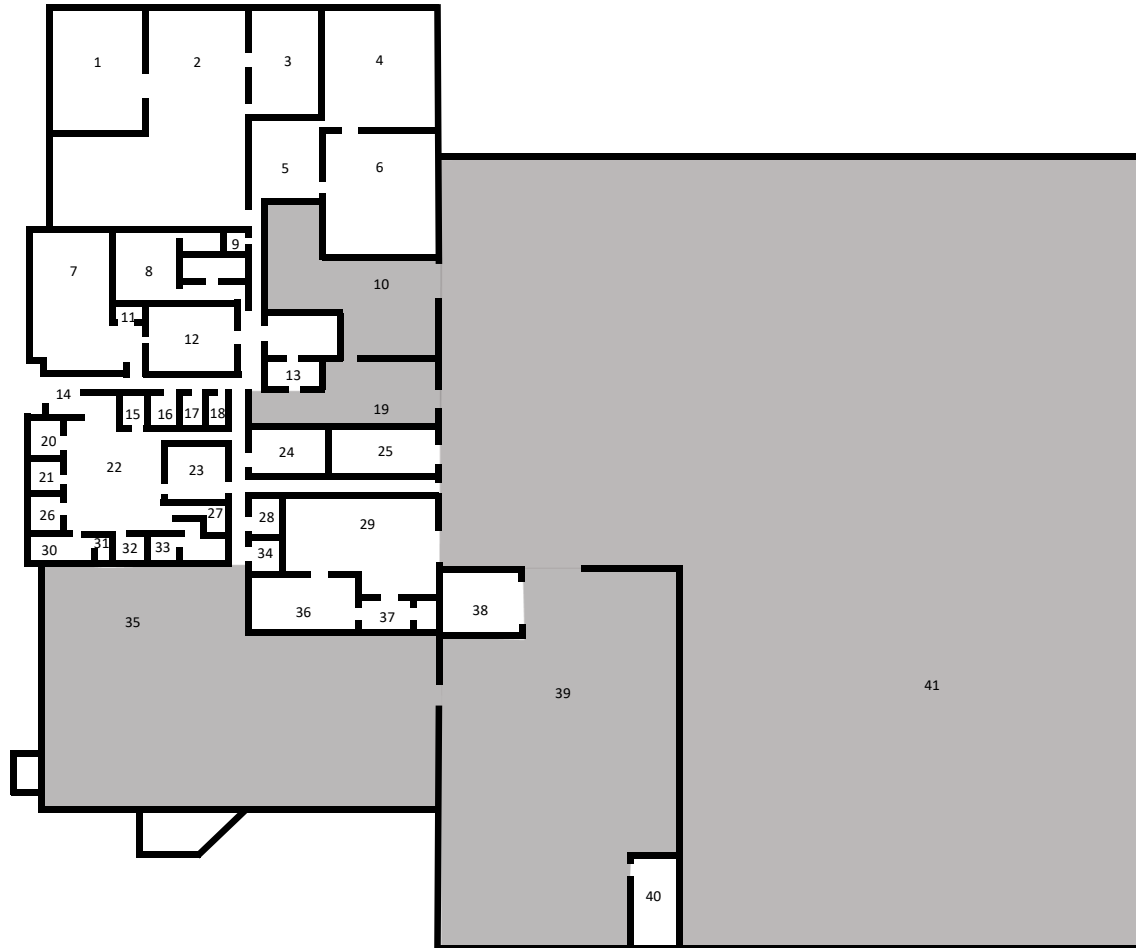


- EXISTING WALLS
- DEMOLISH WALLS
- CONSTRUCT WALLS
- CUBICLE WALLS
- EXISTING OUTLET
- PROPOSED OUTLET

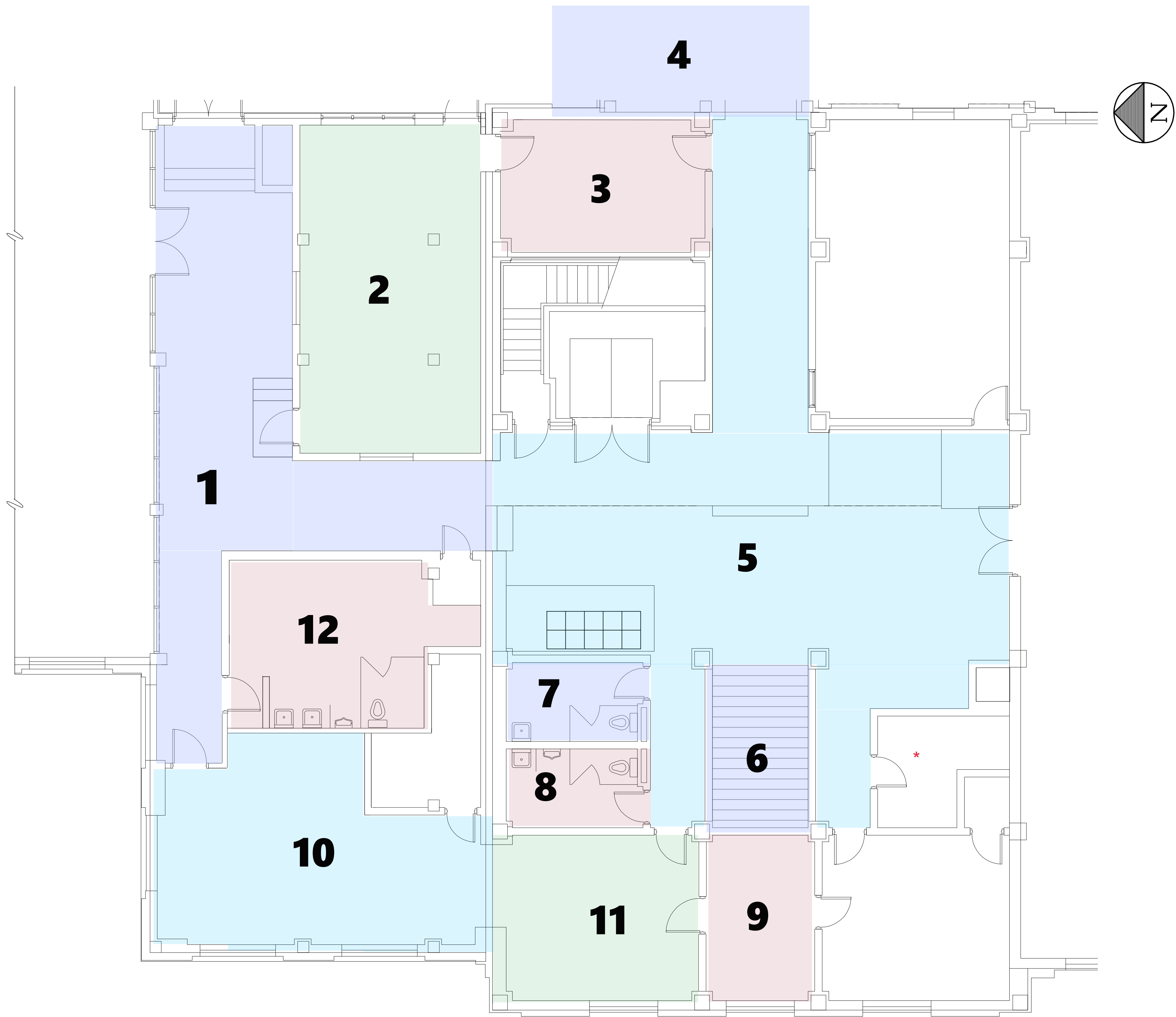


ALL MEASUREMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD

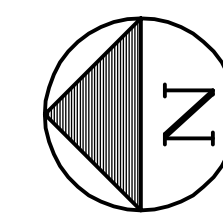
Public Service Bldg



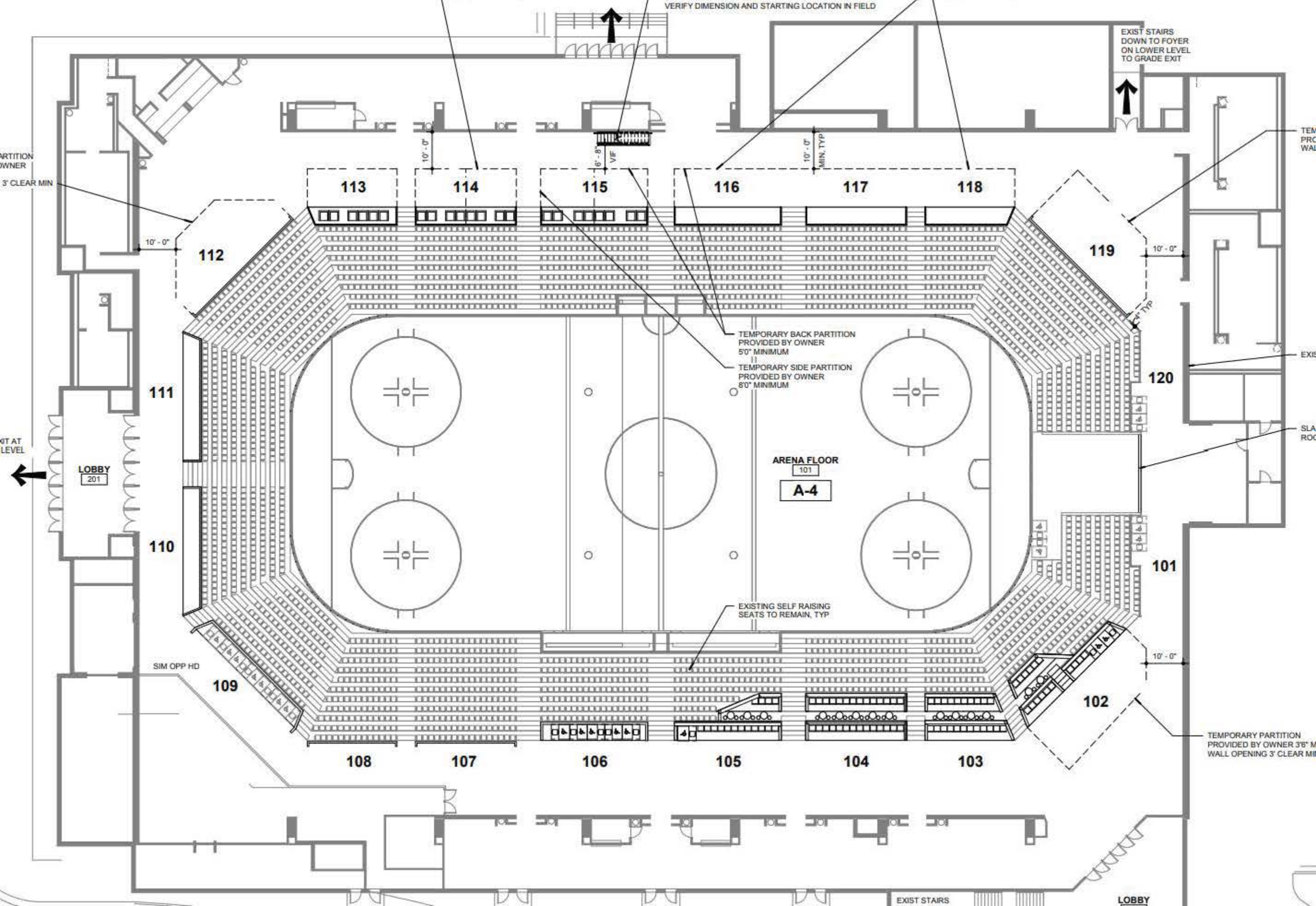
Room Numbers



ADMINISTRATION BUILDING  
MAIN LEVEL  
NEMA 4X AREA







VERIFY DIMENSION AND STARTING LOCATION IN FIELD

EXIST STAIRS  
DOWN TO FOYER  
ON LOWER LEVEL  
TO GRADE EXIT

PARTITION  
OWNER  
3' CLEAR MIN

NOT AT  
LEVEL

LOBBY  
201

ARENA FLOOR  
101  
A-4

EXISTING SELF RAISING  
SEATS TO REMAIN, TYP

TEMPORARY PARTITION  
PROVIDED BY OWNER 3'6" M  
WALL OPENING 3' CLEAR MIN

SIM OPP HD

EXIST STAIRS

LOBBY

		Water Filtration Plant																Total Sq Ft	Rooms NOT Needing to be cleaned							
Room #	Room Function	Carpet or VCT	Dim. 1					Dim. 2					Dim. 3							Dim. 4						
			Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In				
1	Entry	Quarry Tile	19	0	X	6	0	57	0	X	8	0	12	0	X	28	0						X	906.00		
2	Breakroom	Carpet	28	0	X	15	0			X					X								X	420.00		
3	Kitchen	VCT	17	7	X	10	6			X					X								X	184.63		
4	Entry	Quarry Tile	18	0	X	6	0			X					X								X	108.00		
5	Headworks	Quarry Tile	27	3	X	8	7	44	8	X	24	9	10	6	X	5	0	10	6	X	5	0		X	1444.40	
6	Stairway & Bottom Foyer	Quarry Tile	31	7	X	8	7			X					X								X	271.09		
7	Women's Restroom	Quarry Tile	13	0	X	7	0			X					X								X	91.00		
8	Men's Restroom	Quarry Tile	13	0	X	7	0			X					X								X	91.00		
9	Office	Carpet	16	0	X	8	7			X					X								X	137.33		
10	Laboratory	VCT	19	0	X	18	0			X			11	6	X	10	0						X	457.00		
11	Laboratory	Quarry Tile	15	0	X	17	0			X					X								X	255.00		
12	Locker Room	Quarry Tile	17	0	X	12	0			X					X								X	204.00		



		City Hall Basement																									
Room #	Room Function	Carpet or VCT	Dim. 1					Dim. 2					Dim. 3					Dim. 4					Total Sq Ft	Rooms NOT Needing to be cleaned			
			Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In					
1	P.D. Computer Room	VCT	23	8	X	12	0	28	8	X	29	8			X						X					1134.44	
2	P.D. Command Center	Carpet	20	4	X	12	0			X				X							X					244.00	
3	P.D. Evidence	Concrete	35	8	X	27	9			X				X							X						989.75
4	P.D. Evidence	VCT	8	0	X	15	9			X				X							X					126.00	
5	P.D. Evidence	Concrete	7	8	X	11	4	3	8	X	9	4			X						X						121.11
6	P.D. Radio Room	VCT	19	8	X	11	4			X				X							X						222.89
7	Storage	Concrete	43	8	X	12	7	4	8	X	4	0			X						X						568.14
8	Firing Range Entrance	VCT	14	0	X	9	4			X				X							X						130.67
9	Armory	VCT	17	6	X	9	4			X				X							X						163.33
10	Parking Garage	Concrete	78	6	X	45	4	60	0	X	33	4			X						X						5558.67
11	Engineer Test Room	Concrete	19	0	X	17	4			X				X							X						329.33
12	Locker Room	VCT	94	8	X	12	0			X				X							X						1136.00
13	Firing Range	Concrete	19	0	X	16	8			X				X							X						316.67
14	P.D. Women's Locker Room	VCT	8	4	X	5	0			X				X							X						41.67
15	P.D. Men's Locker Room	VCT	8	4	X	5	0	24	5	X	21	4	17	0	X	10	8				X						743.89
16	Unisex Restroom	VCT	8	4	X	5	0			X				X							X						41.67
17	Engineering Storage	VCT	17	0	X	10	8			X				X							X						181.33
18	Men's Restroom	VCT	11	8	X	21	4			X				X							X						248.89
19	Janitorial Closet	Concrete	8	0	X	5	4			X				X							X						42.67
20	Women's Restroom	VCT	14	1	X	21	4			X				X							X						300.44
21	Clerk's Storage	Concrete	7	8	X	12	10			X				X							X						98.39
22	Boiler Room	Concrete	37	6	X	22	6	13	8	X	9	0			X						X						966.75
23	Storage	Concrete	12	0	X	15	0			X				X							X						180.00
24	Storage	Concrete	13	8	X	15	0			X				X							X						205.00
25	Exercise room	Carpet	13	0	X	32	8			X				X							X						424.67
26	Maintenance Office	Concrete	26	3	X	32	8			X				X							X						857.50
27	Cafeteria	VCT	24	11	X	32	8			X				X							X						813.94
28	Office	Carpet	12	0	X	17	8			X				X							X						212.00
29	Storage	Concrete	13	8	X	17	8			X				X							X						241.44
30	Air Handlers	Concrete	10	0	X	13	4	26	2	X	36	2			X						X						1079.69
31	IT Offices	Concrete	25	8	X	8	6	10	0	X	8	6			X						X						303.17
32	IT Storage	Concrete	24	4	X	24	6			X				X							X						596.17
33	IT Offices	Concrete	15	0	X	8	6			X				X							X						127.50
34	IT Storage	Concrete	15	0	X	17	0			X				X							X						255.00
35	IT Offices	Elevated Floor	10	0	X	17	0			X				X							X						170.00
36	Transformer Room	Concrete	24	4	X	11	0			X				X							X						267.67
37	Phone Comm. Room	Concrete	15	0	X	15	0			X				X							X						225.00
38	Computer Room	Elevated Floor	10	0	X	15	0			X				X							X						150.00
	Corridor	VCT	8	0	X	44	0	8	0	X	10	0	8	0	X	16	0	8	0	X	16	0					688.00
																							<b>12768.00</b>				

		City Hall 1st Floor																			
Room #	Room Function	Carpet or VCT	Dim. 1				Dim. 2				Dim. 3				Dim. 4				Total Sq Ft	Rooms NOT Needing to be cleaned	
			Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In				
1	Neighborhood Policing Unit	Carpet	12	8	X	12	0			X				X					152.00		
2	Neighborhood Policing Unit	Carpet	27	4	X	16	0			X				X					437.33		
3	Records	Carpet	12	0	X	16	0			X				X					192.00		
4	Records	Carpet	16	0	X	16	0			X				X					256.00		
5	Internal Affairs Office	VCT	20	0	X	16	0			X				X					320.00		
6	P.D. Conference Room	Carpet	20	0	X	12	0			X				X					240.00		
7	Records	Carpet	28	0	X	46	0			X				X					1288.00		
8	File Room	VCT	10	0	X	12	4			X				X						123.33	
9	Interview Room	VCT	10	0	X	9	0			X				X					90.00		
10	Traffic & Training Bureau	Carpet	14	8	X	26	0			X				X					381.33		
11	J.R. Accounting	Carpet	22	6	X	20	4			X				X					457.50		
12	J.R. Accounting	Carpet	22	6	X	32	4			X				X					727.50		
13	Detectives Office	Carpet	53	8	X	32	4			X				X					1735.22		
14	Detectives Office	Carpet	12	0	X	12	0			X				X					144.00		
15	Traffic Conference Room	Carpet	16	3	X	12	0			X				X					195.00		
16	Parking Enforcement Office	Carpet	21	4	X	10	0			X				X						213.33	
17	Clerk's Back Room	VCT	15	0	X	16	2			X				X					242.50		
18	Clerk's Office	Carpet/VCT	48	0	X	32	4			X				X					1552.00		
19	Clerk's Office	Carpet	15	0	X	16	2			X				X					242.50		
20	J.R. Accounting Secretary	Carpet	22	6	X	12	0			X				X					270.00		
21	Detectives Office	Carpet	16	3	X	14	0			X				X					227.50		
22	P.D Women's Restroom	VCT	11	4	X	5	4			X				X					60.44		
23	P.D. Men's Restroom	VCT	11	4	X	5	4			X				X					60.44		
24	Voting Machine Storage	VCT	15	0	X	16	2			X				X						242.50	
25	Treasurer & Water Billing Office	Carpet	65	0	X	32	4	12	0	X	12	0	28	0	X	18	0			2749.67	
26	Conference Room	Carpet	12	0	X	12	0			X				X					144.00		
27	Commission Chambers	Carpet	37	4	X	32	4			X				X					1207.11		
28	Women's Restroom	VCT	9	3	X	11	8			X				X					107.92		
29	Men's Restroom	VCT	9	0	X	11	8			X				X					105.00		
30	Public Safety File Room	VCT	16	0	X	11	8			X				X					186.67		
31	Water Billing Office	Carpet	12	0	X	16	0			X				X					192.00		
32	Chamber Conference Room	Carpet	13	4	X	20	0			X				X					266.67		
33	Public Safety Office	Carpet	33	4	X	20	0	12	0	X	11	8		X					806.67		
34	Chief Office	Carpet	12	8	X	12	0			X				X					152.00		
35	Conference Room	Carpet	20	8	X	11	0			X				X					227.33		
36	Finance Office	Carpet	20	8	X	11	0	16	8	X	26	0		X					660.67		
37	Income Tax Office	Carpet	16	0	X	12	0			X				X					192.00		
38	Income Tax Office	VCT	11	4	X	17	10			X				X						202.11	
39	Employee Relations Office	Carpet	10	0	X	8	8			X				X					86.67		
40	Finance File Room	VCT	11	4	X	17	10			X				X						202.11	
41	Finance Director Office	Carpet	16	0	X	12	0			X				X					192.00		
	Corridor	VCT	8	0	X	76	0	8	0	X	28	0		X					832.00		
																		<b>17379.64</b>			

**Public Services Building**

Room #	Room Function	Carpet or VCT	Dim. 1					Dim. 2					Dim. 3					Dim. 4					Total Sq Ft	Rooms NOT Needing to be cleaned				
			Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In	Ft	In	BY	Ft	In						
1	Parks - Carpenter Shop	Concrete	33	4	X	43	4			X					X					X							1444.44	
2	Parks - Staging Area	Concrete	34	0	X	43	4	68	0	X	33	4			X					X							3740.00	
3	Parks - Equipment	Concrete	23	4	X	38	0			X					X					X							886.67	
4	Police Equipment	Concrete	38	10	X	42	0			X					X					X							1631.00	
5	Weight Room	VCT	23	4	X	26	4			X					X					X						614.44		
6	Police Equipment	Concrete	38	10	X	52	4			X					X					X							2032.28	
7	Lunch Rm	VCT	49	0	X	27	8	8	8	X	15	4			X					X						1488.56		
8	Men's Locker Rm	VCT	20	8	X	23	4	23	8	X	5	8	23	0	X	8	10	13	4	X	6	8				908.39		
9	Restroom	VCT	9	0	X	6	8			X					X					X							60.00	
10	Water/Sewer Shop	Concrete	58	2	X	34	4	18	8	X	19	0			X					X							2351.72	
11	Office	Concrete	8	0	X	8	0			X					X					X							64.00	
12	Highway	VCT	23	4	X	23	2	8	0	X	15	2			X					X							661.89	
13a	Breakroom	VCT	20	0	X	10	0			X					X					X							200.00	
13b	Water/Sewer Foreman	VCT	12	0	X	7	0			X					X					X							84.00	
14	Entryway	VCT	13	2	X	14	0			X					X					X							184.33	
15	Office	VCT	8	8	X	11	4			X					X					X							98.22	
16	Office	VCT	8	8	X	11	4			X					X					X							98.22	
17	Office	VCT	8	8	X	11	4			X					X					X							98.22	
18	Mini-Conference	Carpet	8	8	X	11	4			X					X					X							98.22	
19	Water/Sewer Shop	Concrete	25	2	X	13	0	38	10	X	23	8			X					X							1246.22	
20	Office	Carpet	11	0	X	12	4			X					X					X							135.67	
21	Office	Carpet	11	0	X	12	4			X					X					X							135.67	
22	Cubical Offices	Carpet	32	8	X	35	4	12	0	X	6	8			X					X							1234.22	
23	Engineering Office	Carpet	22	0	X	20	8			X					X					X							454.67	
24	Conference Room	VCT	23	0	X	15	0			X					X					X							345.00	
25	Women's Lockerroom	Concrete	25	6	X	15	0			X					X					X							382.50	
26	Office	Carpet	11	0	X	12	4			X					X					X							135.67	
27	Supply Rm	Concrete	20	8	X	5	4	10	8	X	5	0			X					X							163.56	
29	Traffic Shop Area	Concrete	40	0	X	26	8	25	0	X	11	4			X					X							1350.00	
28	Office	VCT	8	6	X	13	4								X					X							113.33	
30	Mechanical Rm	Concrete	11	8	X	9	0			X					X					X							105.00	
31	IT Room	Concrete	6	0	X	9	0			X					X					X							54.00	
32	Men's Restroom	VCT	12	0	X	9	0			X					X					X							108.00	
33	Women's Restroom	VCT	9	0	X	9	0	15	4	X	8	0	9	4	X	3	6			X							236.33	
35a	Warehouse	Concrete	68	7	X	81	7	63	4	X	62	4			X					X							9543.03	
35b	Office	Concrete	6	0	X	7	0	8	0	X	6	0			X					X							42.00	
36	Traffic Department	Concrete	36	10	X	18	0			X					X					X							663.00	
37	Traffic Equipment	Concrete	18	4	X	11	4			X					X					X							207.78	
34	Office	VCT	8	6	X	13	4			X					X					X							113.33	
38	Equipment Storage	Concrete	29	4	X	22	8			X					X					X							664.89	
39	Equipment	Concrete	51	3	X	22	8	66	7	X	29	8	80	1	X	72	4			X							8929.67	
40	Equipment Offices	VCT	14	8	X	29	8			X					X					X							435.11	
41	Equipment	Concrete	161	7	X	142	8	242	4	X	124	4			X					X							53182.67	
																											<b>11738.22</b>	