

## NOTICE

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

### SENIOR CENTER BUS TRIPS

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: September 17, 2012

**NOTICE TO BIDDERS**

The City of Portage will open sealed bids on Thursday, September 27, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Bus Trips

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

SEALED BID: Bus Trips

FOR OPENING: September 27, 2012

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website:  
[www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx](http://www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx).  
Bid packages will also be mailed upon request.

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

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

If you have any questions regarding the specifications, please contact Johanna Thompson, Trip Coordinator at (269) 324-9239.

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# 1 INSTRUCTIONS TO BIDDERS

## 1.1 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

## 1.2 Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of sixty (60) days after the date of opening set forth in the advertisement.

## 1.3 Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

## 1.4 Bid Form

1.4.1 Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2 Modifications: Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5 Bids Submitted via Facsimile Equipment

1.5.1 Transmittal page must faxed to (269) 329-4535 be plainly marked:

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

Bid Name

Date

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

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

2 TERMS AND CONDITIONS

2.1 City Contract Administrator

The Deputy Director of Recreation and Senior Citizen Services, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2 Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

2.3 Contractor’s Insurance

The successful bidder will also be required to furnish:

2.3.1 Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.

2.3.2 Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.

2.3.3 Comprehensive Automobile Liability Policy of at least \$3,000,000 for bodily injury and property damage on any automobile.

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

2.3.5 These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).

2.3.6 The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.

2.3.7 It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4 Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

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

## 2.5 Indemnification

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

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

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

## 2.6 Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

## 2.7 Laws And Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

## 2.8 Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

## 2.9 Compensation to be Paid to the Contractor

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

2.9.2 Penalty: The contractor will be provided a written warning after the first instance of non-compliance. For each instance thereafter, the city will withhold \$150.00 per trip for non-compliance. The penalty will be charged for

- 1) More than 30 minutes late for boarding (i.e., 15 minutes after scheduled boarding time – bus to arrive 15 minutes prior to scheduled boarding time),
- 2) Malfunctioning/inoperable public address system
- 3) Mechanical failure, inoperable air conditioning, broken seats
- 4) Non-compliance with specification

## 2.10 Basis of Award

The award will be based upon the lowest Grand Total Bid and best bid, of a responsible and responsive bidder. This is a lump sum bid. Individual quantities

and prices, when requested, are for information only.

The bid will be awarded on the Grand Total price for two over-night trips using 38 passenger coaches, nine trips using 38 passenger coaches, ten trips using 47 passenger coaches, and two trips using 56 passenger coaches (see bid proposal page). Coach size will be determined upon participant reservations. For information only, costs are requested for 24 passenger coach trips

### 3 SPECIFICATIONS

- 3.1 The City of Portage is seeking bids trips via 24, 38, 47 and 54/56 passenger motor kneeling coach or equivalent. Bids for the 24, 38, 47 and 54/56 passenger busses are to be given as requested on the bid proposal. Passenger buses are to be provided as indicated in the bid proposal. There are two multi-day trips planned and twenty 1-day trips planned.
- 3.2 Coaches shall be guaranteed 2009 or newer models. Verification prior to each trip may be required.
- 3.3 Carrier must be properly licensed with the movie and music industry to play DVD movies or CD music on the coach.
- 3.4 Carrier must have and maintain a satisfactory rating with the Department of Transportation. Such information is to be available to the City of Portage upon request.
- 3.5 Each coach to have a working P.A. system, functioning restroom, and heating and air conditioning.
- 3.6 Vehicles, at a minimum, must be registered to operate in Michigan, Illinois, Indiana, and Ohio. The vehicle must be registered in any state in which it will operate.
- 3.7 It is mandatory that buses have passenger foot rests and preferred that they have cup holders.
- 3.8 The contractor will confirm with the Contract Manager, or designee, 48 hours in advance of each of trip. Confirmation will include the drivers name, destination information, time of arrival, etc.
- 3.9 The successful bidder will provide a list of bus drivers and certifications/CDL license prior to contract execution. The contractor will update the list if changes are made to the available drivers. The City reserves the right to reject a driver for any reason, in the sole discretion of the Contract Manager.
- 3.10 The City of Portage/Senior Center will not be responsible for overnight lodging or meals for drivers.

- 3.11 Drivers must assist passengers with boarding and getting off buses.
- 3.12 Drivers need to be familiar with cities of destination especially Chicago, Detroit, Grand Rapids, Lansing, and Ann Arbor. Drivers are to provide their own maps/directions for each trip.
- 3.13 No smoking to be allowed on the coach at any time during the period beginning fifteen (15) minutes prior to departure and ending when the last passenger has disembarked at the end of the trip. Non-smoking drivers are preferred.
- 3.14 Coach to arrive at departure point at least fifteen (15) minutes prior to the scheduled departure. Carrier to provide driver with route information and directions to destinations.

**CITY OF PORTAGE  
BID PROPOSAL**

I, the undersigned, propose to provide bus transportation for the Portage Senior Center, as per specifications supplied by the City of Portage, Senior Center, 320 Library Lane, Portage, MI 49002.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

Bid award will be based on the grand total of the 24 passenger (Total A) 38 passenger (Total B), 47 passenger (Total C) 56 passenger (Total D) and coaches which contain an asterisk (\*).

Please fill in bids for all three coaches for each trip.

The successful bidder may be requested to quote on several 1-day trips as yet to be announced as arrangements can be made.

<u>Date</u>	<u>Destination</u>	<u>Bid – 24 Passenger Coach (A Trips)</u>	<u>Bid – 38 Passenger Coach (B Trips)</u>	<u>Bid – 47 Passenger Coach (C Trips)</u>	<u>Bid – 54/56 Passenger Coach (D Trips)</u>
3/1/2013	Grand Rapids, MI	*\$	\$	\$	\$
3/27/2013	South Bend, Indiana	\$	*\$	\$	\$
4/18/2013	Fair Oaks, Indiana	\$	*\$	\$	\$
5/2/2013	Holland, Michigan	\$	*\$	\$	\$
5/16/2013	Ann Arbor, Michigan	\$	*\$	\$	\$
5/22/2013	Dearborn, MI/East US 12	\$	*\$	\$	\$
5/29/2013	Munster, Indiana	\$	*\$	\$	\$
6/6/2013	Grand Rapids, Michigan	\$	*\$	\$	\$
6/18-20/2013	Traverse City, Michigan	\$	\$	*\$	\$
6/22/2013	Charlotte, Michigan	\$	*\$	\$	\$
9/24-27/2013	Macinaw City, Michigan	\$	\$	\$	*\$

<u>Date</u>	<u>Destination</u>	<u>Bid – 24 Passenger Coach (A Trips)</u>	<u>Bid – 38 Passenger Coach (B Trips)</u>	<u>Bid – 47 Passenger Coach (C Trips)</u>	<u>Bid – 54/56 Passenger Coach (D Trips)</u>
TBA	Tiger Game, Detroit	\$	\$	*\$	\$
TBA	Cubs Game, Chicago	\$	\$	*\$	\$
TBA	Tiger Game, Detroit	\$	\$	*\$	\$
TBA	Drury Lane, Oakbrook, Illinois	\$	*\$	\$	\$
TBA	Chelsea, Michigan	\$	*\$	\$	\$
TBA	Turkeyville, Marshall, Michigan	*\$	\$	\$	\$
TBA	Frankenmuth, Michigan	\$	*\$	\$	\$
TBA	Bear Creek, Bryant, Indiana	\$	*\$	\$	\$
TBA	Fisher Theater, Detroit	\$	*\$	\$	\$
TBA	Downtown Chicago	\$	*\$	\$	\$
TBA	Lansing, Michigan	\$	*\$	\$	\$
	<b>TOTAL OF *MARKED TRIPS</b>	<b>*\$</b>	<b>*\$</b>	<b>*\$</b>	<b>*\$</b>

Grand Total of (A, B, C, and D\*) Marked Trips      \$ \_\_\_\_\_

TERMS: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_  
 (Minimum of 30 days, please  
 identify discounts for early payment)

BY: \_\_\_\_\_  
 Signature

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

BY: \_\_\_\_\_  
 Name and Title (Print or Type)

ADDRESS: \_\_\_\_\_  
 Street City State Zip Code

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web-Site: \_\_\_\_\_

# DRAFT CONTRACT AGREEMENT

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

**CITY OF PORTAGE**  
**CONTRACT**

THIS CONTRACT made the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Contractor," and the City  
of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Senior Center Bus Trips all in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_ as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

**ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS**

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

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

1. Contract (this document)
2. Contractor's Proposal (or bid)
3. Notice to Bidders
4. Instructions to Bidders
5. Terms and Conditions
6. Specifications

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

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

Maurice Evans, City Manager

Approved as to Form:

\_\_\_\_\_  
Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

**A. If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation  
in good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_,  
print or type name of corporation  
Inc., was validly executed on behalf of the corporation by \_\_\_\_\_  
print or type name  
who was then the \_\_\_\_\_ of said corporation and has the  
print or type name of title  
authority to bind the corporation to the contractual agreements pursuant to the authority of its  
governing body and by-laws and is within the scope of its corporate powers.

\_\_\_\_\_  
Print or type name of corporation

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

**B. If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good standing  
in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then a  
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify  
that the contract between the City of Portage and \_\_\_\_\_  
print or type name of LLC  
LLC was validly executed on behalf of the LLC by \_\_\_\_\_  
print or type name  
who was then a member of said LLC and has the authority to bind the LLC to contractual agreements  
and that such contract is within the scope of its powers.

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

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

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

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

print or type name

print or type name of business (insert d/b/a if one exists)

Print or type name of company/DBA

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

**Notes to Certificate:**

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