



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

Keith Francis
Controller

July 21, 2016

GENESEE COUNTY REQUEST FOR PROPOSALS #16-095

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, August 11, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **JAIL ROOFING IMPROVEMENTS**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Mandatory pre-proposal meeting August 3rd at 9:00 a.m. at Genesee County Jail, 1002 Saginaw St., Flint, MI 48502

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: 3:00 p.m. (EDT), Thursday, August 11, 2016

PROPOSAL REQUEST NUMBER: #16-095

TCPN CERTIFIED PROPOSAL NUMBER: R132205-MI-8007

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2016\16-095

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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RFP #16-095 JAIL ROOF REPLACEMENT

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, August 11, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
4. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
5. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
6. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

7. **Proposal Format:** Proposals must be submitted in the format outlined in SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who are certified Tremco installers to replace sections 1 and 6 of the Genesee County Jail roof.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Buildings and Grounds Department. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Friday, August 5, 2016 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.

6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Friday, August 5, 2016 by 12:00 p.m. (EDT) to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

At a minimum, the following requirements are necessary for consideration of contract award:

1. Authorized Tremco installer.
2. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5 - SCOPE OF WORK

Proposals are being solicited only from responsible and established firms known to be experienced and regularly engaged in the work of commercial roofing projects. The successful proposer(s) shall be responsible for performing the work in compliance with all relevant federal, state and local laws.

PART 1 - GENERAL INSTRUCTION TO BIDDERS

1.1 NOTICE OF TCPN CERTIFIED PROPOSAL AND SPECIFICATIONS

- A. The County of Genesee, will receive sealed TCPN CERTIFIED PROPOSALS not later than **3:00 p.m. (EDT), Thursday, August 11, 2016** for the following roofing improvements:

Genesee County Jail –
Section 6 Roof Replacement and alternate section 1
1002 Saginaw St
Flint, MI 48502

- B. Proposals shall be sealed in a separate envelope addressed as follows:

Ms. Cindy Carnes
Purchasing Manager
Genesee County
1101 Beach Street, Room 343
Flint, MI 48502

- C. All correspondence shall bear the following identifications:

Proposal for **2016 Roofing improvements**
Genesee County Jail - Sections 6 and 1 Roof Replacement
TCPN CERTIFIED PROPOSAL NUMBER: **R132205-MI-8007**

- D. Contact Information:

1. Owner:

Genesee County
1101 Beach St. Room G-29
Flint, MI 48502

2. Administration (Point of Contact for Procedural Questions):

Ms. Cindy Carnes
Genesee County Purchasing
1101 Beach Street, Room 343
Flint, MI 48502
(810) 257-3030
E-mail: CCarnes@co.genesee.mi.us

3. Technical (Point of Contact for Material and Installation Questions):

Dale P. Sherby Senior Field Advisor
Tremco Incorporated 1251 N. Lawn Park
Alma, MI 48801
Cell: (989) 560-8736
E-mail: dsherby@tremcoinc.com

E. Pre Bid Meeting:

A MANDATORY PRE BID MEETING will be held at **9:00 A.M. on Wednesday, August 3, 2016**, at the Genesee County Jail, 1002 Saginaw St Flint, MI 48502, for the purpose of reviewing the project specifications, proposal documents, contractor qualifying requirements and a tour of all proposed roof areas. All contractors who attended and signed in at the June 23, 2016 meeting are excused from this additional site meeting.

1. Specifications and proposal documents are available at the Genesee County website
http://www.gc4me.com/departments/purchasing/open_bids.php
2. Each contractor must examine the roof area(s) hereafter described as the Project, and be familiar with existing conditions.

F. Proposal shall be accompanied by an acceptable proposal bond or certified cashier's check drawn on a local bank, payable to the County of Genesee, for an amount not less than five percent (5%) of the total amount of the proposal. This proposal security shall become the property of the Owner as liquidate damages in the event the successful contractor fails to execute and deliver a contract, along with specified surety and statutory bonds, within ten days after the received notice of the acceptance of his proposal by the Owner.

2. **SPECIFICATIONS** available for download at
http://www.gc4me.com/departments/purchasing/open_bids.php

- A. **REMEDIAL SPECIFICATIONS—PRODUCTS** See attachment 05
Products.pdf
- B. **REMEDIAL SPECIFICATIONS—EXECUTION** See attachment 06
Execution.pdf
- C. Additional Attachments with product and installation information
 - a. 04 Roof Drawing Section 6 – Alternate Section 1
 - b. 07 Roof Construction Detail Drawing
 - c. 08 Wall Base Flashing and Counterflashing Detail
 - d. 09 Curb Flashing Boot Detail
 - e. 09 Perimeter Fascia Detail
 - f. 10 Surface-Mount Counterflashing Detail
 - g. 11 Drain Flashing Detail

SECTION 6 - SUPPLEMENTAL CONDITIONS

1. **Reference Form**: All proposers shall include information for current or prior project references similar to the demolition projects referenced in this solicitation (see Reference Page). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the proposal.

Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.

2. **Bond Requirements:**

- A. **Performance Bond:** The successful proposer must provide a Performance Bond insuring the Contractor's performance of awarded structures/projects.
- B. **Payment Bond:** The successful proposer must provide a Materials & Labor Payment Bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.
- C. **General Conditions:** The Performance and Payment Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement. In addition, the surety bonds must be submitted to the GCPRC as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful proposer if the GCPRC, in its sole discretion, determines that the surety proposed by the successful proposer is unable to provide adequate protection for the GCPRC.

3. **Permits and Fees:** The successful proposer/contractor shall be responsible for all permits and fees associated with the successful completion of the work relevant to this solicitation.

4. **Payment:** Payment shall be made to the contractor(s) for the successful demolition and clean-up of each structure within 30 days of the completion of each structure/project to the satisfaction of the GCPRC.

5. **Prevailing Wage Requirement:** All contractors and subcontractors shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. For the purposes of this solicitation, a Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S. C. §3141, *et seq.*, and pays wages consistent with the prevailing wage rates published by the United States Department of Labor. Genesee County shall, at a minimum, take the following actions with regards to enforcement of the Prevailing Wage requirements:

- A. The County shall require the Contractor to submit a certified payroll record consistent with requirements established by the Davis Bacon Act.
- B. The County shall review the certified payroll record for compliance with this Section; and

- C. The contract language shall reserve the right of the County to conduct on-site interviews with the Contractor's employees to ensure compliance with the prevailing wage requirements.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Administrative Proposals

1. **Work Plan:** Describe in narrative form or provide a schedule, your plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task.
2. **Labor Requirements, Staff Qualifications & Experience:** The contractor must be able to provide an appropriate, experienced and knowledgeable team. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
3. Provide information (as specified in this section) on all subcontractors (if any) that will be involved in this project.
4. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. **Business organization,** state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. **Statement of Exceptions:** See Section 1.5 for clarification.
3. **Cost Proposal:** See page 11 of this solicitation.
4. **Signed Signature Page:** See page 12 of this solicitation.
5. **Executed Insurance Checklist:** See page 13 of this solicitation.
6. **References:** See page 14 of this solicitation.

SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the Genesee County Parks and Recreation Commission to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for each structure referenced in Section 5. Scope of Work and the Proposal Form. As such, the GCPRC may award proposals to multiple proposers in the best interest of the GCPRC.

The following criteria, in order of importance, will be used in the evaluation of submitted proposals relative to the individual structures referenced in Section 5 - Scope of Work and the Proposal Form:

- Proposer's capabilities and qualifications to perform the work
- Total Cost for the replacement of the roof as referenced in this solicitation.
- Proposer's references
- Qualifications of proposer's Project Manager and key personnel involved in the project
- The proposer's list of available relevant equipment to be used on the project
- Proposer's Financial Stability -Most recent Financial Statements or Federal Income Tax Return
- Responsiveness of proposal

COST PROPOSAL 16-095 Genesee County Jail Roof

Having carefully examined the instructions to proposers, project specifications, drawings, supporting documents and addenda issued prior to this date, we propose to furnish all labor, materials, equipment, transportation and other services required to successfully accomplish the work in accordance with the project documents. This proposal and any work performed related to this proposal will be provided in accordance with the project documents and the terms, conditions and criteria established by The Cooperative Purchasing Network (TCPN) Contract No. R132205 - Roofing Products and Services. The Proposer will be solely responsible for delivering the project in accordance with TCPN Contract No. R132205 and the project documents.

A. Base Proposal – Roofing Replacement for the specified project:

Jail - Section 6 Roof Replacement.

\$ _____ .00

Jail - Section 1 Roof Replacement.

\$ _____ .00

B. Unit Pricing: Provide unit pricing for the following:

a. Wood blocking or nailer replacement \$ _____

b. Roof drain replacement: \$ _____

C. Days to Complete from time of project award _____ days

D. The Proposer acknowledges scheduling for the construction of the specified project; which includes preconstruction activities, construction per major discipline, completion, project close out and commissioning.

a. Number of work days necessary.

E. Accompanying this Proposal is a certified or cashier's check or proposal bond payable to the order of Genesee County, Flint, Michigan, for not less than five (5%) percent of the greatest amount for which a contract can be awarded under this Proposal.

Submitted by: _____

SIGNATURE PAGE
GENESEE COUNTY RFP #16-095

JAIL ROOF REPLACEMENT

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title JAIL ROOF REPLACEMENT

Proposal Number 16-095

Coverages Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease
	\$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations
	\$1,000,000 per occurrence with
	\$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with
	\$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each
	accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with Prospective Contractor named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

_____ Insurance Agent _____ Signature

PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

_____ Proposer _____ Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISÉD 04/08/2010

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

CONTRACT FOR ROOFING SERVICES

CONSTRUCTION WORK CONTRACT

This Contract for Professional Work (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the "Work").

2. Work Schedule

2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.

2.2 The Work Schedule shall indicate that the Work must be substantially complete within _____ days of execution of this Contract, with a date of final completion within _____ days of execution.

2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

3. Compensation

The Contractor shall be paid a lump sum of \$ _____ for the performance of the Work. The Contractor will be paid according to the **Payment Schedule described in Exhibit B**. Upon completion of the Work, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales and Use Tax.

5. Contract Administrator

The contract administrator for this Contract is Ray Zanke, Director Buildings and Grounds (the "Contract Administrator"). The Contractor acknowledges that the

Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

7. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(3)(a) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor agrees to comply with the provisions of the Prevailing Wage Addendum attached as Exhibit D to this Contract.

8. Warranties

The Contractor warrants that:

- 8.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 8.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications.
- 8.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 8.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 8.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

8.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

9. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

9.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

9.2 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

9.3 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Work or presence on the County's property or worksite.

10. Suspension of Work

10.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

10.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

11. Bonds.

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

14. **Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

15. **Audit Rights**

15.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

15.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

15.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

15.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Work other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie Curtis
Chairperson

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

EXHIBIT A
Description of the Work

EXHIBIT B
Payment Schedule

EXHIBIT C
Insurance Checklist

Proposal Title JAIL ROOF REPLACEMENT
Proposal Number 16-095

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

EXHIBIT D
Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at www.WDOL.gov. A copy of the prevailing wage rates effective for this project are attached to this Contract (the "Effective Prevailing Wage Rates").
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The contractor shall not misclassify work assignments.
5. The contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at

issue shall compensate the Auditor for the compliance audit at the rates specified in Exhibit B. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates specified in Exhibit A. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.

- 10.** The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.