



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

Nerahoo Hemraj
Controller

October 20, 2017

Invitation for Bid (IFB) #17-123B

Responses will be received until **12:00 p.m. (EDT), Friday, October 27, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **IFB Paving Parking Lots**.

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.

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

DUE DATE: 12:00 p.m. (EDT), Friday, October 27, 2017
IFB REQUEST NUMBER: #17-123B

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2017\17-123B

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

IFB 2017 Paving Projects

SECTION 1 - INSTRUCTIONS TO BIDS

1. Sealed responses will be received until **12:00 p.m. (EDT), Friday, October 27, 2017**, 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 response as described on page 1. **LATE or RESPONSES WILL NOT BE ACCEPTED.**
2. **Submit one original, and one electronic copy of your IFB.** All IFBs 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 IFB response must consist of one copy in electronic format on an 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 IFB. IFBs may be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – submission of the bid can be done at **Buy4Michigan.com**. Open Market Bid 303717B0012435. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– submission of the bid number IFB-17-123B can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hypelFBnk or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this IFB, 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.

6. 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 IFB.
7. The County of Genesee requires insurance and bonding on all construction projects. Insurance required for this project will be provided with the specifications in the Invitation for Bids. Insurance 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.

8. **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 100% 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.

SECTION 2 - STANDARD TERMS & CONDITIONS

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

SECTION 3 - 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 bid will be considered from any bidder 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. The proposer shall be properly licensed in the State of Michigan.
2. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
3. The proposer must be primarily engaged in asphalt or concrete paving, and must have five (5) years of previous direct experience in the provision of the required services referenced in this solicitation.

4. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise.

SECTION 4 - SCOPE OF WORK

The scope of services shall include, but are not be limited to the following:

- A. The existing McCree Building Parking Structure located in downtown Flint between Beach & Church and 2nd & 3rd Streets has been removed and a new surface lot for employee parking designed. Specifications for the new lot are available below and prints are available at the website. It is the county's intent is to have a parking lot available before the snow arrives. Responses are being solicited from responsible and established firms known to be experienced and regularly engaged in providing Parking Lots including the paving and grading, soils and aggregates for earthwork, underground storm drainage and surface water drainage, lighting and electrical service, asphaltic concrete paving, concrete curbs, gutter and sidewalks (where replacement is required), and pavement marking.

a. TECHNICAL SPECIFICATIONS FOR FLAT LOT CONSTRUCTION

- i. **Description.** All work shall be in conformance with Divisions 2 through 9 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified on the plans and herein.
- ii. **Materials & Construction.** All materials and construction methods shall adhere to the requirements of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified on the plans and herein.

Section 204 shall be modified to include removal of all pavement encountered, regardless of thickness or material encountered. Furthermore, Concrete Bollard, Rem and Wood Post, Rem shall be added to this section, and work complete in accordance with this section.

Section 205 shall be modified to include Site Grading, which consists of construct earth grades by excavating or trenching existing aggregate or soil and placing embankments or fills to shape the subgrade to the cross sections shown on the plans for pavements, curb and gutter, etc. Excess excavated material, unsuitable excavated material, debris, pavements, etc., shall become the property of the Contractor and shall be disposed of properly at his expense.

Aggregate used shall be dense graded aggregate Michigan Department of Transportation 23A in accordance with Section 902 and Table 902-1 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, but shall be 100% crushed limestone.

Section 403 shall be modified to include Dr Structure Cover, Salvage and Re-use, which will include removing existing Dr Structure Cover from the structure being removed, storage of said cover, placement on the new Dr Structure once installed and adjustment to final grade.

Section 501 shall be modified to include HMA Road Patch, which will include aggregate base and HMA placement to match the existing cross-section of the road, where the contractor must excavate the existing roadway to install Dr Structure and Sewer. The existing cross-section is estimated at 8" HMA and 8" Aggregate Base.

Section 808 shall be modified to include 4' Decorative Fence. This item shall be constructed in general conformity with this section, as well as the specifications and drawings in the plans. Where the Standard Specifications and plans disagree, the plans shall govern.

Section 810 shall be modified such that Sign, Rem will include removal and disposal of the signs indicated on the plans as well as the poles supporting them. Accessible Parking Space Signs shall be 12"x18" and of design approved by owner, "Van Accessible" placards shall be 12"x6".

Maintaining Traffic shall be managed in accordance with Section 812, and shall include all necessary items to accommodate and protect vehicular and pedestrian traffic, as well as contractor's forces.

Section 815 shall be modified to include 4" River Rock Stone Mulch (1"-3"), which shall include the stone mulch material, placement of weed barrier on prepared ground beneath the mulch and placement of the mulch in the specified area so as not to damage existing plantings, weed barrier, etc.

Section 819 shall be modified to include Light Pole, Rem, which will include removal of existing light pole, foundation and associated wiring. It will also be modified to include Light Pole & Foundation, which will include all labor, material and equipment necessary to install light poles, foundation, luminaire, etc. as specified in the plans. Electrical Rack includes all items associated with the electrical service cabinet as specified in the plans, and material and construction shall be in accordance with section 819.

- iii. **Measurement and Payment.** The completed work, as depicted in the plans and described herein will be paid at a lump sum price. This price shall include all labor, material and equipment necessary to complete the work. Estimated approximate quantities for the project are as follows:

Description	Quantity	Units
Dr Structure, Rem	7	Ea
Sewer, Rem, Less than 24 inch	325	Ft
Curb and Gutter, Rem	555	Ft
Pavt, Rem	3700	Syd
Sidewalk, Rem	35	Syd
Conc Bollard, Rem	4	Ea
Wood Post, Rem	1	Ea
Site Grading	12250	Syd
Erosion Control, Inlet Protection, Fabric Drop	9	Ea
Erosion Control, Silt Fence	1230	Ft
Aggregate Base, 6 inch	10450	Syd
Sewer, CI III, 12 inch, Tr Det B	780	Ft
Dr Structure Cover, Type B	2	Ea
Dr Structure Cover, Type D	2	Ea
Dr Structure Cover, Type K	4	Ea
Dr Structure, 24 inch dia	3	Ea

Dr Structure, 36 inch dia	1	Ea
Dr Structure, 48 inch dia	5	Ea
Dr Structure Cover, Salvage and Re-use	1	Ea
HMA, 36A	2300	Ton
HMA Road Patch (at 2nd & Church)	14	Syd
Conc Pavt, Misc, Nonreinf, 6 inch (in gate islands)	50	Syd
Curb and Gutter, Conc, Det E2 (6 inch face exposure)	10	Ft
Curb and Gutter, Conc, Det F4	2100	Ft
Curb Ramp Opening, Conc	35	Ft
Detectable Warning Surface	30	Ft
Sidewalk Ramp, Conc, 6 inch	300	Sft
Sidewalk, Conc, 4 inch	510	Sft
4' Decorative Fence (per spec in plans)	1225	Ft
Sign and post, Rem	4	Ea
Sign, Accessible Parking Space	5	Ea
Sign, "Van Accessible" Placard	2	Ea
Pavt Mrkg, Regular Dry, 4 inch, Yellow	8600	Ft
Pavt Mrkg, Regular Dry, 4 inch, Blue	330	Ft
Pavt Mrkg, Preformed Thermoplastic, Accessible Sym	5	Ea
Maintaining Traffic	1	LSUM
Acer rubrum 'Red Sunset', 3 inch	8	Ea
Hemerocallis 'Stella De Oro', #3 cont.	90	Ea
Panicum virgatum 'Heavy Metal', #3 cont.	53	Ea
4" River Rock Stone Mulch (1"-3" dia) w/ weed barrier	1200	Syd
Conduit, DB, 1, 1 1/4 inch	1300	Ft
Light Pole, Rem	2	Ea
Light Pole & Foundation	4	Ea
Electrical Rack (per specs in plans)	1	Ea
Electric Cable (per specs in plans)	1500	Ft

iv. **Progress and Completion.** The project shall be open to vehicular traffic (Storm Sewer, Conduit, Curb & Gutter, Aggregate Base, Sidewalk, HMA and pavement markings completed) prior to December 1, 2017. Lighting, if not completed by that date, shall commence and continue until completion, but no later than December 15, 2017. Landscaping work can be competed in spring of 2018, with final cleanup and completion but no later than May 31, 2018.

B. **GCCARD** is asking for qualified Asphalt and Concrete Contractors to submit recommendations and cost quotes for repair and replacement of the items listed within this IFB.

Work Location: 601 N Saginaw Street, Flint MI 48502 (GCCARD Building)

a. Blacktop work scope

- Approx. 53,000 SQ/FT of asphalt paving.
- Mill existing asphalt 1.5 inches and 2 inches around catch basins; haul and dispose of millings.
- Clean and bond area with ss1h tack coat prior to paving.
- Wedge and fill any holes and dips prior to paving.
- Place 2 inches of MDOT 1100T wearing course asphalt.
- Roll for proper compaction.
- Restripe parking lot as per existing.
- Complete cleanup of work areas.

b. Concrete work scope

- Approx. 2,000 SQ/FT of sidewalk remove and replace.
- Approx. 180 lineal feet of curb removed and replaced.
- Approx. 550 SQ/FT of approach removed and replaced.
- Approx. 120 SQ/FT of Gate Island removed and replaced.

c. Contractor Responsibilities:

1. The Contractor shall be responsible for supplying all labor, material, equipment, services, insurance, bonds, and all incidentals which are necessary or required to perform the work in accordance with applicable regulations and these specifications.
2. The Contractor shall assume full responsibility and liability for the compliance with all Federal, State, regional, and local regulations pertaining to work practices, confined spaces, hauling, disposal, and protection of workers and visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).
3. The Contractor shall furnish proof that employees who will perform services on these projects have all proper training and certifications.
4. The Contractor shall take all necessary special precautions and actions to protect employees, the Consultant, Genesee County personnel, and any/all personnel within the building from physical damage and exposure to any dangerous materials. Contractor shall restore these areas to both their original physical condition and original undamaged condition at no additional cost to the County.
5. The Contractor shall provide all related labor, materials, employee training, equipment, services, insurance, and waste disposal as required. All material removal preparation and procedures will be completed in accordance with all applicable regulations in effect.
 - i) Occupational Safety and Health Act;
 - ii) Michigan Workers Right-to Know Act;
 - iii) Asbestos Worker Accreditation Act 440 of 1988;
 - iv) Environmental Protection Agency Worker Protection Rule (40 CFR 763.120);
 - v) OSHA asbestos standards for the Construction Industry (29 CFR 1926.1101);
 - vi) OSHA Respiratory Protection (29 CFR 1910.134);
 - vii) NESHAP Standard for Asbestos (40 CFR, Part 61, Subpart M); and,
 - viii) Michigan Department of Transportation Hazardous Materials Regulations (40 CFR 171-178).

6. The Contractor shall furnish, install and maintain as long as necessary and remove when no longer needed, adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workmen and the public. The Contractor shall hold the Owner and the Consultant harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.
7. The Contractor must maintain a daily log of onsite activities. This daily log shall document the dates and time of the following, including but not limited to:
 - i) Meetings: purpose, attendees, and topic
 - ii) Site visits: authorized & unauthorized personnel
 - iii) Work site personnel log in sheet
 - iv) Special or unusual events: containment breach, accidents, inspector visit, etc.
 - v) Exposure monitoring results, final air clearance results
 - vi) MDELEG & MDNRE site visit findings & compliance requirements
 - vii) Work area compliance: enclosure/work area set up or tear down check; daily visual inspection of work areas; final visual inspection upon work completion; waste material removal operations/amounts; equipment decontamination; This log must be submitted for review upon request by the County's Representative, and as part of the final project submittal close out and payment request.
8. The Contractor shall notify the Owner's Representative/Project Manager when each phase of the work will be substantially complete, and that each area is ready for inspection and preparation of a punch list of minor replacement, correction and adjustment items. A Contractor's representative shall accompany the Owner's Representative during this inspection, and shall thereafter complete the remainder of the work and punch list items by the date set for final acceptance by the Owner.
 - d. **Cleaning Section:**
 1. Regular Cleaning: All scrap, debris, or rubbish shall be removed from the building or work site at the end of each work shift, unless otherwise agreed upon by the Consultant in writing.

SECTION 5 – BID FORMAT

In order to be deemed responsive, response must include the following:

1. Statement of availability for either or both projects listed in this IFB.
2. 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. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers.
4. Most Recent Financial Audit or audited Financial Statements
5. Completed and Signed Signature Page, page 11.
6. Bid Form, page 10
7. Signed Insurance Checklist, page 12.

BID FORM: Paving Parking Lots

PROJECT: Genesee County Parking Lots to be paved

1. New lot to be completed located in downtown Flint between Beach & Church and 2nd & 3rd Streets
2. 601 N Saginaw Street, Flint MI 48502 (GCCARD Building)

Date: _____

Bidder's Name: _____

Bidder's Address: _____

Submit Bid To: Genesee County Purchasing Department
1101 Beach Street, Room 343
Flint, MI 48502 Attn: Cindy Carnes

Pursuant to and in compliance with your Instructions to Bidders and other documents relating thereto, the undersigned proposes and agrees to furnish equipment, materials, and labor and perform all work necessary to complete the Paving projects for:

1. The Genesee County Parking Lots in accordance with the plans and specifications prepared by Johnson and Anderson Project No.:18528 Registration No. 52538.
2. GCCARD site at 601 N. Saginaw Street

BASE BID - GENERAL CONTRACT

Lump sum bid for all work specified and shown on the Drawings as indicated for bid

1. Genesee County Lot between Beach & Church and 2nd & 3rd Streets

Dollars (\$ ____) _____.

2. 601 N Saginaw Street, Flint MI 48502 (GCCARD Building)

Asphalt portion Dollars (\$ ____) _____.

Concrete portion Dollars (\$ ____) _____.

note: The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

SALES AND EXCISE TAXES

All taxes applicable to the project are included in the bid amount. This Project is Michigan Sales tax Exempt #38-6004849

**SIGNATURE PAGE
GENESEE COUNTY IFB #17-123B**

Paving Parking Lots

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 IFB,
3. has not engaged in any collusive actions with any other potential proposers for this IFB,
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 IFB 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 IFB:

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 IFB.

____ 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 IFB.

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 IFB

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST
GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 17-123B IFB Paving Parking Lot

Coverage 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 Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8 Genesee County named as an additional insured on other than workers' compensation via endorsement.	<u>A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>
<input type="checkbox"/> 9. Other insurance required:	
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

Insurance Agent's Statement

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

The above required policies carry the following deductibles:

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

Insurance Agent Signature

Prospective Contractor's Statement

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

Contractor 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

CONSTRUCTION WORK CONTRACT

To be completed with successful contractor

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. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Scope of Work

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

3. Work Schedule

3.1 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.

3.2 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.

3.3 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.

4. 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.

5. **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.

6. Contract Administrator

The contract administrator for this Contract is Jon Care, (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.

7. 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.

8. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(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.

9. Warranties

The Contractor warrants that:

- 9.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 9.2 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.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 9.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 9.5 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, defend 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.

10. 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.

10.1 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.

10.2 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.

10.3 Indemnification

The Contractor agrees to indemnify, defend 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.

11. Suspension of Work

11.1 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.

11.2 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.

12. 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 100% 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.

13. Termination

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. **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.

15. **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".

16. **Audit Rights**

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. Independent Contractor

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

18. General Provisions

18.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – Description of the Work

18.1.3. Exhibit B – Payment Schedule

18.1.4. Exhibit C – The Insurance Checklist

18.1.5. Exhibit D – Prevailing Wage Addendum

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

18.2 No Assignment

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

18.3 Modification

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

18.4 Binding Effect

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

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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

By: _____

Name of Contractor Signatory

Title of Contractor Signatory

By: _____

Board Chairperson

Date: _____

Date: _____

EXHIBIT A
Description of the Work

A. The existing McCree Building Parking Structure located in downtown Flint between Beach & Church and 2nd & 3rd Streets has been removed and a new surface lot for employee parking designed. Specifications for the new lot are available below and prints are available at the website. It is the county's intent is to have a parking lot available before the snow arrives. Responses are being solicited from responsible and established firms known to be experienced and regularly engaged in providing Parking Lots including the paving and grading, soils and aggregates for earthwork, underground storm drainage and surface water drainage, lighting and electrical service, asphaltic concrete paving, concrete curbs, gutter and sidewalks (where replacement is required), and pavement marking.

a. SPECIFICATIONS

Paving to begin October 31, 2017. Approximate quantities are as follows:

- Concrete curb and gutter 1200 LF
- Existing asphalt removal 3225 SYD
- Grading 11,025 SYD
- Aggregate Base 11,025 SYD
- Asphalt surface 11,025 SYD
- Storm sewer 500 LF
- Storm structures 6 EA
- Electrical conduit 1400 LF

B. GCCARD is asking for qualified Asphalt and Concrete Contractors to submit recommendations and cost quotes for repair and replacement of the items listed within this IFB.

Work Location: 601 N Saginaw Street, Flint MI 48502 (GCCARD Building)

a. Blacktop work scope

- Approx. 53,000 SQ/FT of asphalt paving.
- Mill existing asphalt 1.5 inches and 2 inches around catch basins; haul and dispose of millings.
- Clean and bond area with ss1h tack coat prior to paving.
- Wedge and fill any holes and dips prior to paving.
- Place 2 inches of MDOT 1100T wearing course asphalt.
- Roll for proper compaction.
- Restripe parking lot as per existing.
- Complete cleanup of work areas.

b. Concrete work scope

- Approx. 2,000 SQ/FT of sidewalk remove and replace.
- Approx. 180 lineal feet of curb removed and replaced.
- Approx. 550 SQ/FT of approach removed and replaced.
- Approx. 120 SQ/FT of Gate Island removed and replaced.

EXHIBIT B
Payment Schedule

1. New lot to be completed located in downtown Flint between Beach & Church and 2nd & 3rd Streets

- The project shall be open to vehicular traffic (Storm Sewer, Conduit, Curb & Gutter, Aggregate Base, Sidewalk, HMA and pavement markings completed) prior to December 1, 2017.
- Lighting, if not completed by that date, shall commence and continue until completion, but no later than December 15, 2017.
- Landscaping work can be completed in spring of 2018, with final cleanup and completion by no later than May 31, 2018.

Payment schedule to be based on phases and will be determined at time contract is negotiated.

2. 601 N Saginaw Street, Flint MI 48502 (GCCARD Building)

The County shall pay the Contractor as follows:

- Initial installment = 30% of total contracted amount (\$__)
- Mid installment = 25% of total contracted amount (\$__)
- 3/4 installment = 25% of total contracted amount (\$__)
- Final installment = 20% after all final inspections are completed by the municipality and the County (\$__)

EXHIBIT C
Insurance Checklist

IFB Title **IFB Paving Parking Lots**

IFB Number 17-123B

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 Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement.</u> <u>A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input type="checkbox"/> 9. Other insurance required:	
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

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 to be specified. 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 to be specified. 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.