

BIDDERS COMPANY NAME

Request for Proposal # 6123

ROOF REPAIRS For Various Washtenaw County Buildings

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Anne Strieter
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6123

February 11, 2004

Washtenaw County Purchasing Division on behalf of the Facilities Department is requesting proposals for Roofing Services for various buildings throughout Washtenaw County on an as-needed basis in the Ann Arbor-Ypsilanti area.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI 48107**

By 2:30 pm on Thursday, March 11, 2004.

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6123.
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or strietera@ewashtenaw.org.
- Contact Don Bilbey at (734) 973-4702 or email bilbeyd@ewashtenaw.org.

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I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan.

“Bidder” an individual or business submitting a bid to Washtenaw County.

Purpose of Proposal:

Washtenaw County Purchasing on behalf of the Facilities Department is issuing a RFP for Roof Repairs for various Washtenaw County buildings for three years.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, Deadlines for submission of the RFP’s maybe adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

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III. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

A low bidder will be determined by the overall lowest prices.

Term of Bid:

The Bid is for a three (3) year term from April 1, 2004 thru March 31, 2007 date.

The Purchasing Division and/or Facilities Management Department will monitor the prices.

IV. INFORMATION FOR BIDDERS

Bidder's Representation:

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

Proposals:

- A. Proposals for work as indicated on drawings and as defined in the documents will be received in unit prices.
- B. Sealed Proposals are to be delivered at the time, date and location stated in the Invitation for Bids.
- C. No bidder shall stipulate in his proposal any conditions not included in proposal form contained in Contract Documents.
- D. Bidder shall bid any and all alternates to portion of work covered by his base bid. Bidder agrees that his failure to fill in such spaces on his Proposal Form shall be interpreted that work covered by alternate may be incorporated in contract at no change in contract price at option of Owner. In case award of contract might depend upon Owner's selection of alternates, Bidder understands that Facilities Management will recommend rejection of proposal of any bidder that fills in such spaces with such

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terms as "NB", "NO BID", or similar statements for any applicable alternate. Each proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten, in words, figures or both as indicated.

- E. Bidder's proposal price shall include all City, State and Federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in work.
- F. Proposals must be submitted one original and two copies.
- G. Present proposals in sealed envelopes which must be plainly marked "RFP 6123 - Do Not Open" followed by name of project. Bidder shall be responsible for actual delivery of bid prior to scheduled closing time for receipt of Proposal, and it shall not be sufficient to show that bid was mailed in time to be received before scheduled closing time for receipt of proposal.
- H. Telegrams, letters and other written requests for modification or correction of previously submitted proposal, which are addressed in same manner as proposal and are received by Owner prior to scheduled closing time for receipt of bids, will be accepted and proposal will be corrected in accordance with such written request with following provisions:
 - 1. Provided that any such written request is contained in sealed envelope which is plainly marked "Modification of Proposal", followed by project name.
 - 2. Provided that, in case of telegraphic modification, Owner is satisfied that written confirmation of such telegraphic modification over signature of bidder was mailed prior to closing time. If such written confirmation is not received within two days from date of closing, no consideration will be given to telegraphic modification.
- I. Bidder may withdraw proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw proposal, after said closing time for a period of ninety (90) days.
- J. Owner reserves right to wave informalities in proposals and to reject any or all bids.
- K. Owner reserves right to require financial statement from bidder. Statement will be treated as confidential by Owner. Statement: A.I.A. Document A305, "Contractor's Qualification Statement."

Submission of Post-Bid Information:

- A. Upon request by the Facilities Management, the selected bidder shall within ten (10) days thereafter submit the following if requested:
 - 1. A statement of costs for each major item of work included in the bid.
 - 2. A designation of the work to be performed by the bidder with his own forces.
 - 3. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a

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special design) proposed for such portions of the work as may be designated in the bidding documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work. The bidder will be required to establish to the satisfaction of the Facilities Management and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractors' respective trades. Prior to the award of the contract, the Facilities Management will notify the bidder in writing if either the Owner or the Facilities Management, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Facilities Management has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at his option, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased bid price or he may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and the Facilities Management must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Facilities Management.

Award of Contract:

- A. Bidders agree that, work will be let as single blanket contract to Bidder.
- B. In awarding contract, Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder; amount of other work being carried on by bidder; quality, efficiency and construction of equipment proposed to be furnished, period of time within which equipment is proposed furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of his bid.

Form and Execution of Contract:

- A. Form of contract to be executed is included in this RFP as a sample format.
- B. Owner will prepare and forward to successful bidder required copies of contract. Bidder shall return properly executed prescribed copies of contract and to Owner within eight days after their receipt. Construction time will be computed from date of signing of contract.
- C. No proposal shall be considered as being binding upon Owner until written contract has been properly executed. Failure to execute and return contract within prescribed period of time shall be cause of annulment of award at option of Owner.

Time of Completion:

- A. Bidders must agree to commence work on date to be specified by Owner in written "Notice to Proceed" and to fully complete project within the time stated in contract. Construction time will be computed from date of signing of contract.

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Minimum Wages:

- A. The Contractor agrees that all craftsmen, mechanics and laborers employed by the Contractor to perform work on this Project shall receive at least the prevailing wages and fringe benefits of the Building Trades Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor for work on this Project shall contain similar provisions covering any employees of the Subcontractor who performs work on this Project.
- B. If requested by the Owner, the Contractor agrees to furnish proof satisfactory to the Owner, that this Article of sub- contracts are being complied with. The Contractor agrees that all sub-contracts entered into by the Contractor for work on this project shall contain a similar provision requiring, upon request by the Owner, proof by the Sub-contractor that this Article or a similar Article in a sub-contract is being complied with.
- C. Inclusion of schedule of minimum wages to be paid employees in work under this contract does not relieve contractor from compliance with any State Wage Law that may be applicable. Contractor must abide by Wage Law of State or Municipality, and must pay not less than rates prescribed or as set forth herein, whichever is higher.

Non-Discrimination Provision:

- A. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or other Government Agency or Authority having jurisdiction.

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V. PROPOSAL BID FORM RFP 6123

PROJECT:

ROOF REPAIRS FOR VARIOUS WASHTENAW COUNTY BUILDINGS

NAME AND ADDRESS OF BIDDER:

DATE:

Gentlemen:

The undersigned, in compliance with your Invitation to bid for the Painting on the subject project has received and examined the Contract Documents and all conditions regarding this project, hereby propose:

1. To hold my bid open for a maximum of ninety (90) days.
2. To accomplish the work in accordance with all the Contract Documents.

Bidder understands that the Owner will not be liable for any amount in excess of the lump sum bid, except as expressly stated in written change orders duly executed and delivered by the Owner.

I acknowledge receipt of the following addenda.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

BASE BID: _____

Please complete the attached Unit Prices sheet.

Contractor also must submit the following information with his bid or the bid will be disqualified:

1. Number of years in business under this name: _____.
2. On a separate sheet, list current contracts on hand for similar projects:
3. On a separate sheet, list at least four references, preferably related to the above projects.

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PRICE SHEET

Hourly Rates

Straight Time Rate	_____	/hour
Overtime Rate	_____	/hour
Holiday and Sunday Rate	_____	/hour

Repairs

Flashing/Membrane Roof	_____	/L.F.
Flashing/Built-Up Roof	_____	/L.F.
Repair—Membrane Roof	_____	/S.F.
Repair—Built-Up Roof	_____	/S.F.

Additional Pricing

Material Cost Markup	_____	%
Transportation charge portal-to-portal (if any)	_____	
Any additional charges/services	_____	

Yes, these prices can be used for any Washtenaw County Government department.

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BIDDERS CERTIFICATION

The bidder hereby certifies:

that this proposal is genuine and is not made in the interest of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

that he has not solicited or induced any person, firm or corporation to refrain from bidding; and

that he has not sought by collusion or otherwise to obtain for himself an advantage over any other bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.

(Name of Corporation, Partnership, or Person submitting Bid)

A Corporation organized and existing under the laws of the state of _____

A Partnership consisting of _____

An Individual trading as _____

of the City of _____ State of _____

that I have examined and carefully prepared this bid from the Contract Documents and have checked the same before submitting this bid; that the prices are neither directly nor indirectly the result of an agreement with any other prime bidder; that I have full authority to make such statements and submit this bid on (its) (their) behalf, and that the said statements are true and correct.

Signature

Title

Address

(Area Code) Phone Number

(Area Code) FAX Number

BIDDER'S QUALIFICATION QUESTIONNAIRE
Bid #6123

Questions must be answered and the dates given must be clear and compressive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information they desire.

1. Name of bidder: _____

2. Permanent main office address: _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years have you been operating under your present firm name: _____

e. Contracts on hand (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

7. Have you ever defaulted on a contract? _____

If so, where and why? _____

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8. List the more important contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.

9. List your major equipment on hand:

10. Provide a copy of your license/certification.

11. Experience in similar work is important. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom projects were performed.

print company name: _____

print name: _____

title: _____

signature: _____

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GENERAL CONDITIONS

General Notes

All bidders shall be subject to the conditions set forth in the document known as the "General Conditions" of the Contract for the Construction of Buildings as published by the American Institute of Facilities Managements, Form A-20I of 1987, and consisting of pages I-17 inclusive, with current revisions, a copy of which is on file in the office of the County Facilities Management and is available to any person.

Contract

Accepted bidder will be offered a contract for a period beginning on April 1, 2004 through March 31, 2007.

Contract Documents

The documents upon which this Contract is based shall consist of the above- mentioned General Conditions of the Contract, Specification of the Work, including instructions to bidders, drawings and the Agreement. It shall be the duty of the Owner and the Contractor to inform themselves of the requirements of the said documents for any part of the work or materials before signing the agreement. In case changes in work or materials from those outlined in said documents are desired, such changes adding or deducting from this work must be stipulated in writing and attached to and made a part of the agreements.

Intent of Documents and Correlation

This specifications are intended to describe and include everything required and necessary to the proper and entire finishing of each branch or trade of work mentioned. They are intended to be cooperative and what is called for by either is as binding as if called for in both.

The Contractor shall not avail himself of any manifestly unintentional error or omission should such exist. Should any error or inconsistency occur or appear in the drawings or specifications, the Contractor shall mention the same for proper adjustment before proceeding with the work and, in no case, shall he proceed with the work in uncertainty.

Permits, Regulations and Taxes

The Contractor shall obtain all permits and licenses (building permits, electrical, heating and ventilation, and plumbing permits are available at the Washtenaw County Building Inspection Department which is the agency having jurisdiction over the work). The contractor is responsible for paying all permit fees to the County Building Inspection Department. The contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the work of the Contractor is done contrary to such laws, ordinances, rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all sales tax in all bids, and make proper provisions for all other State or Federal applicable taxes.

The Contractor shall be present at the pre-job start meeting evidence of all required permits. The Contractor is advised that timely inspections by the Washtenaw County Building Inspection Department are a requirement of this contract and are a condition of progress and final payments. The Contractor is also advised that each required inspection is free. However, re-inspection required due to failure of the Contractor to have the work ready will be charged the regular re-inspection fee by the County Building Inspection Department. All inspections will be

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final and a Certificate of Occupancy, where applicable, will be required before final payment will be made.

Materials, Labor and Appliances

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.

The Contractor shall employ only persons who are skilled in the work to be performed.

Examination of Existing Facilities

The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications. Failure of the Contractor to inform himself will in no way relieve him from the necessity to complete the work as contemplated by the plans and specifications without additional cost to the Owner.

Protection of Work and Property

The Contractor shall continuously protect all existing facilities and new work as it is completed. He shall be responsible for making good any damage or injury.

Dimensions and Field Measurement

The Contractor shall be responsible for making field measurements before proceeding to complete the work. If the dimensions shown on the plan are incorrect, the Contractor shall advise the County Facilities Management before proceeding with the work.

Substitutions and Alterations

Proposals are to be based upon the brands, makes, and standards of materials specified, unless substitutions are authorized by the Facilities Management. Each bidder shall state in his proposal the names of substitutions which he proposes to use if approved and the amount which is to be added or deducted from the proposal.

Selection of Items by Owner

Where the Owner has the option to select materials, color, finish, etc., it is understood and agreed that the County Facilities Management will make such selection or decision within a reasonable time after being requested by the Contractor to do so.

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Changes in Work

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such changes.

Payments

It is necessary that payments be made during construction. The Contractor shall furnish a release of materials and work completed to date. Payments will be made for ninety (90%) percent of the work in place and material on the site at the time of payment. On projects in excess of \$100,000, the County Facilities Management may reduce retainage to five (5%) percent upon completion of 50% of the project, if the project work schedule and work quality justifies the reduction.

Contractor's Application for Payment must be accompanied by written confirmation that all required permits and licenses have been obtained by the Contractor and that all required inspections have been made as of the date of application. Failure to furnish such written confirmation may result in the Contractor's Application for Payment being denied and funds withheld until such written confirmation is submitted to the Owner.

Liens

The County may elect to withhold the final payment or any retained percentage due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract and an affidavit that so far as he had knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

Correction of the Work

Neither the final certificate nor payments, or nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. The Owner shall notify the Contractor of observed defects with reasonable promptness.

*Washtenaw County, its employees, elected and appointed officials, volunteers and all other associated, affiliated, allied or subsidiary entities now existing or hereafter created as their respective interests may appear.

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SPECIAL CONDITIONS

1. SCOPE OF WORK

- a. Through this bid, Washtenaw County is establishing a contract with a Contractor for the repair of roofs on various Washtenaw County buildings in the Ann Arbor-Ypsilanti area on an as-needed basis. The Contractor who is selected will be expected to provide these repairs based on the prices quoted in this bid.
- b. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to make needed repairs.
- c. Washtenaw County facilities currently consist of approximately 30 buildings, ranging in age from those recently built to those which are over 50 years old. Building types range from offices to residential houses.
- d. Approximately 95% of these facilities have a membrane roof.
- e. When repairs are required, the Contractor will be contacted by a member of the Facilities Management staff and will be expected to make the repairs in a timely manner, based on the pricing contained in this proposal.
- f. If repairs are beyond the scope of this pricing, the Contractor is expected to contact Facilities Management with an explanation and an estimated cost for these repairs.
- g. The contractor will be expected to fully complete the attached price breakdown in the bid form. The Contractor will also be required to answer the three questions on the first sheet of the form.
- h. The accepted bidder will be offered a contract valid until March 31, 2007. It is expected that these prices will be in effect until then.
- i. The County Facilities Management and the Manager of the Purchasing Division reserves the right before making an award to have the premises of the bidder inspected, or to take any action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, and/or equipment for the ability to perform and comply with the conditions of the bid.

2. COMPLETION

- a. Upon completion of each repair, or when directed by the Facilities Management or Zone Supervisor, the Contractor shall conduct careful inspection with the Facilities Management or Zone Supervisor and shall correct all defective work to the satisfaction of the Owner.
- b. Remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory condition.

3. WARRANTY

The Contractor and or manufacturer shall warrant all work performed under this contract for a period of two years from the date of Owner's acceptance of completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to Owner.

CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Facilities Management and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on April 1, 2004 and ends on March 31, 2007.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of

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Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the

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Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.