



**GENESEE COUNTY**  
**— M I C H I G A N —**

**Genesee County**  
**Public Works Committee**  
**Agenda**

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**Wednesday, May 21, 2025**

**5:30 PM**

**Harris Auditorium, 1101 Beach St.**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2025-1793](#) Approval of Meeting Minutes - May 7, 2025

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. [RES-2025-1735](#) Approval of an agreement between Genesee County and Zoho Corporation, in an amount not to exceed \$38,961.00, to provide for monitoring and support of computers and networks; the cost of this agreement will be paid from the accounts listed
2. [RES-2025-1772](#) Approval of an agreement between Genesee County and Advanced Construction Group, Inc., in an amount not to exceed \$389,728.40, to provide for the installation of safety vents at the Genesee County Jail; the cost of this agreement will be paid from account 1010-309.00-975.001
3. [RES-2025-1773](#) Approval of an agreement between Genesee County and Corrigan Construction, in an amount not to exceed \$1,878,705.00, to provide for the construction of safety guardrails inside Genesee County's Jail; the cost of this agreement will be paid from the accounts listed

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1793

**Agenda Date:** 5/21/2025

**Agenda #:**

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Approval of Meeting Minutes - May 7, 2025



# GENESEE COUNTY

## M I C H I G A N

### Genesee County Public Works Committee Meeting Minutes

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Wednesday, May 7, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

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#### I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 7:16 PM.

#### II. ROLL CALL

**Present:** Brian K. Flewelling, James Avery, Delrico J. Loyd and Shaun Shumaker

**Absent:** Beverly Brown

#### III. APPROVAL OF MINUTES

[RES-2025-1724](#) Approval of Meeting Minutes - April 16, 2025

**RESULT:** APPROVED

**MOVER:** Shaun Shumaker

**SECONDER:** James Avery

**Aye:** Chairperson Flewelling, Vice Chair Avery,  
Commissioner Loyd and Commissioner Shumaker

**Absent:** Commissioner Brown

#### IV. PUBLIC COMMENT TO COMMITTEE

#### V. COMMUNICATIONS

#### VI. OLD BUSINESS

1. [RES-2025-1275](#) Genesee County Road Commission Discussion

**RESULT:** NO ACTION TAKEN

**MOVER:** Delrico J. Loyd

**SECONDER:** James Avery



2.     [RES-2025-1534](#)   Approval of a Purchase Agreement for 452 S. Saginaw St. in an amount not to exceed \$300,000.00; the cost of this purchase agreement will be paid from account 2132-801.00-975.000
- RESULT:**       REFERRED
- MOVER:**       Shaun Shumaker
- SECONDER:** James Avery
- Aye:**         Chairperson Flewelling, Vice Chair Avery,  
                            Commissioner Loyd and Commissioner Shumaker
- Absent:**       Commissioner Brown

## VII.   NEW BUSINESS

1.     [RES-2025-1444](#)   Approval of a purchase order to Jack Doheny Company for the fiscal year ending 2025, in an amount not to exceed \$100,000.00; to provide for parts and repairs to drain equipment; the cost of this purchase order will be paid from the accounts listed
- RESULT:**       REFERRED
- MOVER:**       James Avery
- SECONDER:** Shaun Shumaker
- Aye:**         Chairperson Flewelling, Vice Chair Avery,  
                            Commissioner Loyd and Commissioner Shumaker
- Absent:**       Commissioner Brown
2.     [RES-2025-1592](#)   Approval of an agreement between Genesee County, Genesee Area Focus Fund, and Genesee Chamber Foundation to provide summer employment opportunities for youth; this grant funded program will provide employment for fourteen (14) youth at Genesee County's Parks & Recreation Commission
- RESULT:**       REFERRED
- MOVER:**       Shaun Shumaker
- SECONDER:** James Avery
- Aye:**         Chairperson Flewelling, Vice Chair Avery,  
                            Commissioner Loyd and Commissioner Shumaker
- Absent:**       Commissioner Brown

## VIII.   OTHER BUSINESS

## IX.    ADJOURNMENT

The meeting was adjourned at 8:13 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1735

**Agenda Date:** 5/21/2025

**Agenda #:** 1.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Michael Dawisha, CIO

**RE:** Approval of an agreement between Genesee County and Zoho Corporation, in an amount not to exceed \$38,961.00, to provide for monitoring and support of computers and networks; the cost of this agreement will be paid from the accounts listed

### **BOARD ACTION REQUESTED:**

Approval to renew the annual subscription with Zoho, ManageEngine Endpoint Central Security

### **BACKGROUND:**

The subscription will help improve efficiency, reduce costs, and support secure operations. It allows IT staff to monitor computers, provide technical support, and manage networks more effectively. This ensures smoother day-to-day operations and helps the county government maintain reliable and secure services for both staff and the public.

### **DISCUSSION:**

This is a planned renewal of ManageEngine Endpoint Central Security Edition subscription model for 1,700 endpoints and single user licenses; annual maintenance and support for 6 domain controllers; annual subscription fee for 10 servers and single user license; annual subscription fee for additional 35 user; single installation license fee for additional 1 (total of 6 Domain controllers); AMS Model annual maintenance and support free for 5 window services; ADAudt Plus Professional Edition annual maintenance free for 6 file services; and ADSelfService Plus Professional subscription fee for 1550 domain users; subscription through Zoho/ManageEngine. This solution is utilized for comprehensive IT operations management, including network monitoring, help desk administration, and the enforcement of system security across the organization.

### **IMPACT ON HUMAN RESOURCES:**

There is no impact on Human Resources.

### **IMPACT ON BUDGET:**

This a planned renewal each year, not to exceed \$38,961; breakdown as FY25 1010-228.01-933.001 - \$12,595.61 and FY26 1010-000.00-123.000 - \$26,365.39.

### **IMPACT ON FACILITIES:**

There is no impact on facilities.

**IMPACT ON TECHNOLOGY:**

Reviewed by IT.

**CONFORMITY TO COUNTY PRIORITIES:**

This renewal supports long-term stability by ensuring uninterrupted access to essential IT management tools, mitigating the risk of costly disruptions, and preserving operational efficiency through a consolidated and predictable investment.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize renewing the subscription with Zoho/ManageEngine, at a cost not to exceed \$38,961.00 to be paid from accounts FY 25 1010-228.01-933.001 (\$12,595.61) and FY26 1010-000.00-123.000 (\$26,365.39), to provide the Endpoint Central Security Edition subscription model, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 21, 2025 meeting of the Public Works Committee of this Board).

<u>Beg</u>	<u>End</u>	<u>Total Days</u>	10/1/2025 <u>PPD Days</u>	<u>Invoice Amt</u>	<u>FY26-Prepaid</u>	<u>FY25</u>
6/5/2025	6/4/2026	365	247	\$ 38,961.00	\$ 26,365.39	\$ 12,595.61

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

### ManageEngine Pricing

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

**Dated: 18 Feb 2025**

SKU	Product Description	Amount (in \$)
85512.0S5	ManageEngine Endpoint Central Security Edition - Subscription Model - Annual subscription fee for 1700 endpoints and Single User License valid from 2025-06-05 till 2026-06-05	29,242.00
85512.0SS1	ManageEngine Endpoint Central Security Edition - Subscription Model - Annual subscription fee for 10 Servers and Single User License valid from 2025-06-05 till 2026-06-05	495.00
85510.0SU5	ManageEngine Endpoint Central Security Edition - Subscription Model - Annual subscription fee for Additional 35 User valid from 2025-06-05 till 2026-06-05	4,705.00
88005.0ND2	ManageEngine ADAudit Plus Professional Edition - Perpetual Model - Single Installation License fee for additional 1 (total 6) Domain Controllers	600.00
88005.0MD2	ManageEngine ADAudit Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 6 Domain Controllers valid from 2025-06-05 till 2026-06-05	1,018.00
88005.0MWS1	ManageEngine ADAudit Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 5 Windows Servers valid from 2025-06-05 till 2026-06-05	173.00
88005.0MF2	ManageEngine ADAudit Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 6 File Servers valid from 2025-06-05 till 2026-06-05	558.00
67235.5S	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 1550 Domain Users valid from date of purchase till 2026-06-05	2,170.00
Total		38,961.00

#### **Important Note: Net-30. Local taxes as applicable.**

##### **1. Validity**

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

##### **2. Payment Terms**

- a) Net 30 Days.

### **3. Payment Mode**

- a) You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
- b) Please issue Purchase Order via email to **gareth@manageengine.com** along with the end user email address.
- c) Please mention the Accounts Payable contacts in the PO.
- d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

**Sincerely,**

**Gareth Wilson**  
**Sales – Coordinator**  
**E-mail: gareth@manageengine.com**  
**Fax: +1-925-924-9600**

**ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA**

**Approval signature**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 1255 Treat Boulevard #950 Walnut Creek CA 94597	<b>CONTACT NAME:</b> Felicia.McAroy@MarshMMA.com <b>PHONE (A/C, No, Ext):</b> 925-482-9300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Felicia.McAroy@MarshMMA.com	
<b>INSURED</b> Zoho Corporation 4141 Hacienda Dr Pleasanton CA 94588-8566	<b>License#:</b> 0H18131 ZOHOCORPO	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Fire Insurance Company		19682
<b>INSURER B:</b> Trumbull Insurance Company		27120
<b>INSURER C:</b> Hartford Casualty Insurance Company		29424
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1765701634**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	57UUNBS1EYP	4/25/2025	4/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	57UENBS1NYX	4/25/2025	4/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	57XHUBS1LEZ	4/25/2025	4/25/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	57WEBS2NAW	4/25/2025	4/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Genesee County -IT Department is included as Additional Insured (General Liability), per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

Genesee County -IT Department  
1101 Beach Street, Suite 223  
Flint, MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### **2. Each of the following is also an insured:**

#### **a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### **c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### **d. Legal Representative If You Die**

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and

**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also



primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.





# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1772

**Agenda Date:** 5/21/2025

**Agenda #:** 2.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Raymond Zanke, Director of Facilities and Operations

**RE:** Approval of an agreement between Genesee County and Advanced Construction Group, Inc., in an amount not to exceed \$389,728.40, to provide for the installation of safety vents at the Genesee County Jail; the cost of this agreement will be paid from account 1010-309.00-975.001

### **BOARD ACTION REQUESTED:**

Approval of the contract with Advanced Construction Group, Inc. accepting their bid response to ITB #25-445 Purchase and Installation of Safety Vents for Genesee County Jail in an amount of \$389,728.40.

### **BACKGROUND:**

The Jail vent project is needed to prevent inmates from putting fabric through the vent in the cells and using it as a ligature to hurt themselves.

### **DISCUSSION:**

Signing this contract will allow the vendor to proceed forward with this project.

### **IMPACT ON HUMAN RESOURCES:**

None.

### **IMPACT ON BUDGET:**

1010-309.00-975.001= \$389,728.40

### **IMPACT ON FACILITIES:**

Facilities will be the contract administrator.

### **IMPACT ON TECHNOLOGY:**

None.

### **CONFORMITY TO COUNTY PRIORITIES:**

This will help with promoting public health and creating safer and healthier residents as well as helping to keep Genesee County employees safe on the job.



TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Facilities and Operations Director to authorize entering into an agreement between Genesee County and Advanced Construction Group, Inc., whereby the contractor will supply and install safety HVAC vents in the County Jail, at a cost not to exceed \$389,728.40 to be paid from account 1010-309.00-975.001, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the May 21, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

## Alexander, Erica

---

**From:** Schubert, Rita  
**Sent:** Wednesday, May 7, 2025 3:23 PM  
**To:** Schoening, Katie  
**Subject:** FW: Best and Final Offers for 25-445 Purchase and Installation of Safety Vents for Genesee County Jail  
**Attachments:** image001.png; bafo.itb25-445.doc  
**Importance:** High

Thank you,

*Rita Schubert*

Purchasing Manager

810.257.3195

[rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov)



**GENESEE COUNTY**  
OFFICE OF FISCAL SERVICES

---

**From:** Danielle W <[DanielleW@acongrp.com](mailto:DanielleW@acongrp.com)>  
**Sent:** Wednesday, April 30, 2025 4:33 PM  
**To:** Schubert, Rita <[RSchubert@geneseecountymi.gov](mailto:RSchubert@geneseecountymi.gov)>  
**Cc:** Brian Ostrowski <[BrianO@acongrp.com](mailto:BrianO@acongrp.com)>  
**Subject:** FW: Best and Final Offers for 25-445 Purchase and Installation of Safety Vents for Genesee County Jail  
**Importance:** High

**Warning: Unusual sender** <[daniellew@acongrp.com](mailto:daniellew@acongrp.com)>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon, Rita,

Brian Ostrowski has verified our cost is correct for the vents the county wants for Purchase and Installation of Safety Vents for Genesee County Jail (ITB #25-445).

There will be no change in our total price.

If you need anything else, please let me know.

Thank you,

**Danielle Wheeler**  
*Office Manager*



**ADVANCED  
CONSTRUCTION  
GROUP INC.**  
LISTEN BETTER. PLAN BETTER. BUILD BETTER.

Ohio: 419-891-1505  
Michigan: 734-224-7420



**From:** "Schubert, Rita" <[RSchubert@geneseecountymi.gov](mailto:RSchubert@geneseecountymi.gov)>  
**Date:** April 30, 2025 at 8:34:25 AM EDT  
**To:** Brian Ostrowski <[BrianO@acongrp.com](mailto:BrianO@acongrp.com)>  
**Subject:** Best and Final Offers for 25-445 Purchase and Installation of Safety Vents for Genesee County Jail

Brian,

Please see attached letter regarding a best and final offer request from Genesee County.

If you have any questions, please let me know.

Thank you,

*Rita Schubert*

Purchasing Manager  
810.257.3195  
[rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov)



**GENESEE COUNTY PURCHASING**  
**A Division of the Genesee County Office of Fiscal Services**  
 COUNTY ADMINISTRATION BLDG  
 1101 BEACH STREET, ROOM 361,  
 FLINT, MICHIGAN 48502  
 Phone: (810) 257-3030 Fax (810)257-3380  
[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

**Chrystal Simpson, CPA**  
**Chief Financial Officer**

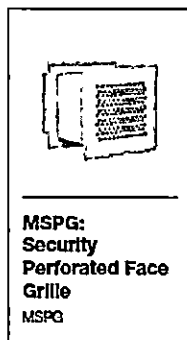
April 30, 2025

Advanced Construction Group, Inc.  
 Attn: Brian Ostrowski  
 7193 Sulier Dr.  
 Temperance, MI 48182

Sent via e-mail to: [Briano@acongrp.com](mailto:Briano@acongrp.com) on 04/30/2025

Dear Mr. Ostrowski:

Genesee County (the County) is pleased to receive your bid for the "Purchase and Installation of Safety Vents for Genesee County Jail" (ITB #25-445). The County is requesting that you verify pricing and installation cost submitted is correct for the specific anti-ligature vent shown below. If the cost for this vent will be different than the cost submitted in your original bid, please complete the form below with the updated cost information.



Product	Model Number	Quantity	Cost Each
HVAC Security Vents		629	\$
Installation of Security Vents		629	\$
<b>Total Base Bid Amount (Addition of Bid Items Above)</b>			<b>\$</b>
The county may request additional security vents to be installed. Please provide the unit price for the installation of one security vent.		Unit Price	\$

Please submit this information to me no later than Monday, May 5, 2025, by 10:00 a.m. via e-mail @ [rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov).

If you have any questions or concerns regarding this matter, please feel free to contact me via email or by phone at 810-257-3195.

Sincerely,

*Rita Schubert*

Rita Schubert  
Purchasing Manager

## COST BID FORM

PROJECT: ITB #25-445 Purchase and Installation of Safety Vents for Genesee County Jail

Please provide pricing to include equipment, labor for installation of HVAC safety vent covers in 629 jail cells.

Product	Model Number	Quantity	Cost Each
HVAC Security Vents	MSSL / MSSG	629	\$ 309.80
Installation of Security Vents		629	\$ 309.80
			\$
Total Base Bid Amount (Addition of Bid Items Above)			\$ 389,728.40
The county may request additional security vents to be installed. Please provide the unit price for the installation of one security vent below.		Unit Price	\$ 1,117.00

Submitted by:

SIGNATURE: 

TITLE: President

BUSINESS NAME: Advanced Construction Group, Inc.

CONTRACTOR ADDRESS: 7193 Sulier Dr. Temperance, MI 48182

CONTACT EMAIL: Briano@acongrp.com

DATE: 4/21/2025

The bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:



# GENESEE COUNTY INSURANCE CHECKLIST

CONSTRUCTION WORK CONTRACT FOR:

ITB: 25-445 – Purchase and Installation of Safety Vents for Genesee County Jail

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$500,000 accidental/disease \$1,000,000 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 checked="" type="checkbox"/> 4. Professional Liability (if applicable)	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input checked="" 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	\$5,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than worker's compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<input checked="" type="checkbox"/> 9. Other Insurance Required: Builder's Risk (If applicable), Contractor's Equipment Coverage/Inland Marine	
<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 25-445 Purchase and Installation of Safety Vents for Genesee County Jail	

## Insurance Agent's Statement

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

☒ The above required policies carry the following deductibles:

General Liability \$1,000 Property Damage / Auto Comprehensive & Collision \$1,000 each deductible

☒ Liability policies are occurrence ☒ claims made

The Fedeli Group LLC

Insurance Agent

Signature

*Pat Cowan*

## Prospective Contractor's Statement

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

Advanced Construction Group, Inc.

Contractor

Signature

*[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.

**SIGNATURE PAGE**  
**GENESEE COUNTY ITB #25-445**  
**Purchase and Installation of Safety Vents for Genesee County Jail**

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 ITB,
3. has not engaged in any collusive actions with any other potential bidders for this ITB,
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 bid 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 ITB:

**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 bid.

OR

\_\_\_\_\_ 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 Bid.

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

Name (typed): Brian Ostrowski

Signature:  Title: President

Date: 4/21/25

Company: Advanced Construction Group, Inc.

Federal Employee Identification Number (FEIN): 34-1703795

DUNS Number: 168144561

**Contact Person of company representative for matters regarding this ITB**

<u>Brian Ostrowski</u>	<u>President</u>		
CONTACT NAME	POSITION		
<u>7193 Sulier Dr.</u>	<u>Temperance,</u>	<u>MI</u>	<u>48182</u>
MAILING ADDRESS	CITY	STATE	ZIP CODE
<u>419-891-1505</u>	<u>N/A</u>	<u>Briano@acongrp.com</u>	
PHONE	FAX	E-MAIL	

## FAMILIAL RELATIONSHIP SWORN STATEMENT

Advanced Construction Group, Inc does hereby disclose that:

(Company Name)

YES, there exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

### Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

X NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

Advanced Construction Group, Inc.

(Company Name)

Name (printed) Brian Ostrowski

Position President

Signature *Brian Ostrowski* Date 4/21/2025

Notary Public (printed)

Danielle R. Wheeler

Signature *Danielle R. Wheeler* County \_\_\_\_\_

Monroe Date 4/21/2025 My Commission

Expires 10/2/2029 Affix Notary Seal here:



## REFERENCES

List 3 references of similar projects Submitted by: Advanced Construction Group, Inc.

<b>Company/Client:</b>	<b>Contacts:</b>
See attached	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:



**Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310**

KNOW ALL BY THESE PRESENTS, that we, Advanced Construction Group, Inc.  
7193 Sulier Drive, Temperance, MI 48182

\_\_\_\_\_ as Principal, hereinafter called the Principal, and the  
Atlantic Specialty Insurance Company \_\_\_\_\_, of  
605 Highway 169 North, Suite 800, Plymouth, MN 55441 \_\_\_\_\_, a corporation duly organized under the laws of  
the State of New York \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto  
Genesee County \_\_\_\_\_ as Oblige, hereinafter called the Oblige, in the sum  
of Five Percent (5%) Percent of the amount bid including alternates

Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB #25-445 Purchase and Installation of Safety Vents for  
Genesee County Jail

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of April, 2025

Advanced Construction Group, Inc.

By

Principal

Atlantic Specialty Insurance Company

Jill LaBondano  
Jill LaBondano, Attorney-in-Fact

(Seal)

Agent:  
The Fedeli Group  
5005 Rockside Rd., Suite 500  
Independence, OH 44131  
P-216-328-8080 F-216-328-8081  
jlabondano@thefedeligroup.com







## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel Fedeli, Jill LaBondano, Kevin S. Keller, Melanie Blankenburg, Nicholas Schepis, Sara Starkey, Scott Liptak, Sharon Brickman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

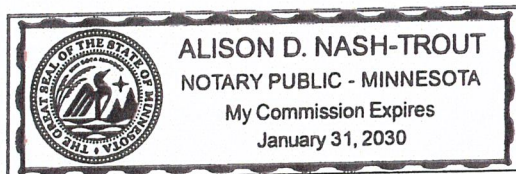
STATE OF MINNESOTA  
HENNEPIN COUNTY

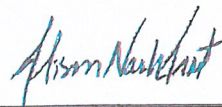


By

  
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



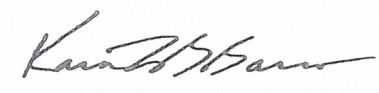
  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of April, 2025.

This Power of Attorney expires  
January 31, 2030



  
Kara L.B. Barrow, Secretary

**CERTIFICATE OF AUTHORITY**

Office of Financial and Insurance Regulation

Effective Date: June 8, 2011

THIS IS TO CERTIFY, that

**ATLANTIC SPECIALTY INSURANCE COMPANY**  
(New York stock insurer)  
NAIC No. 27154

is authorized in Michigan to transact the business of insurance, as defined in

Chapter 06 - Section 606 - Disability  
Chapter 06 - Section 610 - Property  
Chapter 06 - Section 614 - Ocean Marine  
Chapter 06 - Section 616 - Inland Marine  
Chapter 06 - Section 618 - Legal Expense  
Chapter 06 - Section 620 - Automobile Insurance - limited  
Chapter 06 - Section 624 - SubSection 1a - Casualty: Steam Boiler, Flywheel & Machinery  
Chapter 06 - Section 624 - SubSection 1b - Casualty: Workers' Compensation  
Chapter 06 - Section 624 - SubSection 1b - Casualty: Liability  
Chapter 06 - Section 624 - SubSection 1b - Casualty: Automobile  
Chapter 06 - Section 624 - SubSection 1c - Casualty: Plate Glass  
Chapter 06 - Section 624 - SubSection 1d - Casualty: Sprinkler and Water Damage  
Chapter 06 - Section 624 - SubSection 1e - Casualty: Credit  
Chapter 06 - Section 624 - SubSection 1f - Casualty: Burglary and Theft  
Chapter 06 - Section 624 - SubSection 1g - Casualty: Livestock  
Chapter 06 - Section 624 - SubSection 1h - Casualty: Malpractice  
Chapter 06 - Section 624 - SubSection 1i - Casualty: Misc - Other  
Chapter 06 - Section 625 - Disability coverage supplemental to Auto Insurance  
Chapter 06 - Section 628 - Surety & Fidelity

of P.A. 218 of 1956 as amended, The Michigan Insurance Code, so long as the insurer continues to conform to the authority granted by this certificate, its corporate articles, the requirements of P.A. 218 of 1956 and all amendments to it and any limitations, conditions or other matters which have been agreed to from time to time between the insurer and the Commissioner.

This Certificate of Authority is granted subject to the laws of the state of Michigan and, as set forth in Sections 405 and 405a of the Michigan Insurance Code (MCL 500.405 and 500.405a), shall be:

**AUTOMATICALLY REVOKED 90 DAYS AFTER A CHANGE OF CONTROL WHICH HAS NOT RECEIVED PRIOR APPROVAL OR 90 DAYS AFTER THE INSURER OR AN AFFILIATED INSURER IS MADE SUBJECT TO FORMAL DELINQUENCY PROCEEDINGS UNLESS THE INSURER REQUALIFIES FOR A CERTIFICATE OF AUTHORITY UNDER THE PROVISIONS OF THE MICHIGAN INSURANCE CODE.**



R. Kevin Clinton, Commissioner





**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2024

Dollars displayed in thousands

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 2,894,094	Loss Reserves	\$ 1,284,802
Preferred Stocks	-	Loss Adjustment Expense Reserves	423,323
Common Stocks	987,702	<b>Total Loss &amp; LAE Reserves</b>	<b>1,688,125</b>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	811,551
Contract Loans	-	Total Reinsurance Liabilities	84,571
Derivatives	-	Commissions, Other Expenses, and Taxes due	75,922
Cash, Cash Equivalents & Short Term Investments	383,175	Derivatives	-
Other Investments	36,178	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<b>4,301,149</b>	<b>All Other Liabilities</b>	<b>1,121,125</b>
		<b>Total Liabilities</b>	<b>3,761,294</b>
Premiums and Considerations Due	350,792		
Reinsurance Recoverable	60,063	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	11,764	Common Capital Stock	9,001
All Other Admitted Assets	94,008	Preferred Capital Stock	-
		Surplus Notes	-
<b>Total Admitted Assets</b>	<b>4,817,776</b>	Unassigned Surplus	476,697
		Other Including Gross Contributed	570,784
		<b>Capital &amp; Surplus</b>	<b>1,056,482</b>
		<b>Total Liabilities and C&amp;S</b>	<b>4,817,776</b>

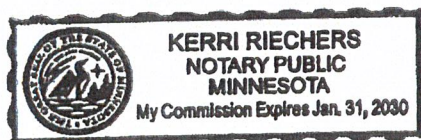
State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2024, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 10th day of March, 2025.

Notary Public







**ADVANCED  
CONSTRUCTION  
GROUP INC.**  
LISTEN BETTER. PLAN BETTER. BUILD BETTER.



**ADVANCED  
ROOFING SERVICES**  
YOUR FINAL ROOFING SOLUTION



**ADVANCED  
METAL FABRICATION**  
METAL INSTALLATION SPECIALISTS



**ADVANCED  
BUILDING  
SERVICES**  
SERVICES FROM THE GROUND UP

Michigan: 734-224-7420  
7193 Sulier Dr. Temperance, MI 48182



Ohio: 419-891-1505  
3171 N. Republic Blvd. Toledo, OH 43615

**Company Name:** Advanced Construction Group, Inc.  
**Company Address:** 7193 Sulier Dr. Temperance, MI 48182  
**OH Office Number:** (419) 891-1505  
**MI Office Number:** (734) 224-7420  
**Email Address:** [Briano@acongrp.com](mailto:Briano@acongrp.com)

**Company Designations:**

DUNS #: 168144561  
EMR: 0.42

CAGE Code: 6FRU6

**NAICS Codes:**

238160 – Roofing Contractor

238170 – Siding Contractor

**SIC Codes:**

1761-09 – Roofing, Siding and Sheet Metal Work

**Overall Experience:**

- Business incorporated in 1999.
- Advanced Roofing Services, Inc. operating continuously since 1999.
- Former names operated under: Advanced Roofing Systems
- Commercial/Industrial/Institutional Roofing & Sheet Metal Contracting Services.
- We provide roofing services to many recognizable and prestigious clients throughout NW Ohio and SE Michigan.

**Facilities & Equipment:**

- We own an 16,000 sq. ft. office/warehouse facility in Temperance, MI
- We own and operate sixteen (16) service vehicles, a variety of heavy machinery including AT lifts, powered man lifts, boom truck, a large inventory of application/installation equipment and a fully equipped sheet metal shop.
- We own and operate a fully equipped state of the art sheet metal shop, with ES1 Certification.
- We are capable in handling light to heavy gauges of metal; aluminum, copper and zinc for all custom work.



**ADVANCED  
CONSTRUCTION  
GROUP INC.**  
LISTEN BETTER. PLAN BETTER. BUILD BETTER.



**ADVANCED  
ROOFING SERVICES**  
YOUR FINAL ROOFING SOLUTION

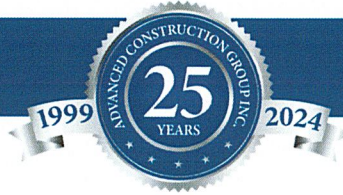


**ADVANCED  
METAL FABRICATION**  
METAL INSTALLATION SPECIALISTS



**ADVANCED  
BUILDING  
SERVICES**  
SERVICES FROM THE GROUND UP

Michigan: 734-224-7420  
7193 Sulier Dr. Temperance, MI 48182



Ohio: 419-891-1505  
3171 N. Republic Blvd. Toledo, OH 43615

## Advanced Construction Group – References

### **Mercy Health Partners**

Jamie Babcock  
419-260-2047

### **La-Z-Boy**

Jeff Woodyard  
734-384-6294

### **Genacross Lutheran Services**

Emite Davis  
419-932-4158

### **Toledo Public Schools**

Bret Flory  
419-360-9617

### **Kripke**

Tracy Spangler  
419-309-7453

### **Wood County Hospital**

Mike Hurd  
419-354-8900



**GENESEE COUNTY PURCHASING**  
A Division of the Genesee County Office of Fiscal Services  
COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 361,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3380  
[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

**Chrystal Simpson,**  
Chief Financial Officer

March 21, 2025

**GENESEE COUNTY INVITATION TO BID (ITB) #25-445**

Sealed bids will be received until **12:00 p.m. (EST), Tuesday, April 22, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Purchase and Installation of Safety Vents for Genesee County Jail.**

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 [Microsoft Word - PURCHASING REGULATIONS 8222016](#).

A **mandatory pre-bid meeting** will be held on **Tuesday, April 8, 2025**, at 1:00 p.m. (EST) at Genesee County Administration Building, 1101 Beach St., Rm 222, Flint, MI 48502. All consultants submitting a bid must attend the mandatory pre-bid meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and will serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's bid.

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

<b>DUE DATE:</b>	<b>12:00 PM (EST), Tuesday, April 22, 2025</b>
<b>DUE DATE FOR SUBMISSION OF QUESTIONS:</b>	<b>5:00 PM (EST) Thursday, April 2, 2025</b>
<b>PRE-BID MEETING:</b>	<b>Tuesday, April 8, 2025 @ 1:00 PM (EST)</b>
<b>POST MEETING SUBMISSION OF QUESTIONS:</b>	<b>Wednesday, April 9, 2025, before 5:00 PM</b>
<b>BID NUMBER</b>	<b>#25-445</b>

***Rita Schubert***

Rita Schubert, Purchasing Manager

Bid2\2025\25-445  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**  
[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

## TABLE OF CONTENTS

SECTION 1 – INSTRUCTIONS TO BIDDERS .....	3
SECTION 2 – STANDARD TERMS & CONDITIONS .....	5
SECTION 3 – ADDITIONAL TERMS & CONDITIONS .....	5
SECTION 4 – QUALIFICATIONS OF BIDDERS.....	8
SECTION 5 – SCOPE OF WORK AND SPECIFICATIONS .....	9
SECTION 6. SUPPLEMENTAL CONDITIONS.....	11
SECTION 7 – INFORMATION REQUIRED FROM BIDDERS .....	12
SECTION 8 – EVALUATION CRITERIA AND SELECTION PROCEDURE .	13
SECTION 9 – INSURANCE REQUIRED FROM BIDDERS .....	14
COST BID FORM .....	17
SIGNATURE PAGE .....	18
GENESEE COUNTY INSURANCE CHECKLIST .....	19
REFERENCES.....	20
FAMILIAL RELATIONSHIP SWORN STATEMENT .....	21
CONSTRUCTION WORK CONTRACT .....	22
EXHIBIT A.....	31
EXHIBIT B.....	34
EXHIBIT C.....	34

# ITB #25-445 PURCHASE AND INSTALLATION OF SAFETY VENTS FOR GENESEE COUNTY JAIL

## SECTION 1 – INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **12:00 p.m. (EST), Tuesday, April 22, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays check website for closed days. Label the sealed envelope containing the bid response as described on page 1. **LATE BIDS AND BIDS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A **mandatory pre-bid meeting** will be held on **Tuesday, April 8, 2025**, at 1:00 PM (EST) at Genesee County Administration Building, 1101 Beach St, Rm 222, Flint, MI 48502. All consultants submitting a proposal must attend the mandatory pre-proposal meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and shall serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's proposal.
3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
4. **Submit one original and one paper copy of your bid. After the bid closes, you will be contacted to send the County an electronic copy of your bid via email.** All bids submitted 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. Failure to provide the required number of duplicate copies may result in rejection of your bid. Bids may not be submitted on the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Services. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Bidders responsibility to ensure that its bid is time stamped by the Office of Fiscal Services by the deadline. This responsibility rests entirely with the Bidder regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
6. Michigan Inter-governmental Trade Network– an alternate review of this bid under **Bid # 25-445 Purchase and Installation of Safety Vents for Genesee County Jail** can be done at <https://www.bidnetdirect.com/mitn>.
  - i. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with



[Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink 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](https://www.mitn.info/Registration.asp?ID=2340) support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this ITB, 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 bid.
8. All prospective bidders shall be responsible for routinely checking the Genesee County Purchasing Department website at [Current Bids \(geneseecountymi.gov\)](http://www.geneseecountymi.gov) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this ITB.
9. A sample of a contract is attached to this ITB. After the award is made to the successful bidder, the County and the successful proposer will negotiate a final contract that substantially conforms to said contract. Any exceptions to the terms and conditions of the contract and this ITB must be clearly set forth in your bid and referenced on the company letterhead. The County will not entertain negotiations to change any terms and conditions of the contract or ITB unless those changes are requested in your bid.
10. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Insurance requirements are provided in the attached sample contract. Failure to comply with these provisions will cause termination of the agreement. The County of Genesee requires a signed Genesee County Insurance Requirements acknowledgement form with each bid submitted.

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 indemnify 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.

County policy dictates that under no circumstances can the County agree to indemnify bidders pursuant to Michigan Law.

11. **Bid Format:** Bids must be submitted in the format outlined in Section 7 Information required from Bidders
12. **Local Preference for Genesee County Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business a Genesee County Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Administrator. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business, who is the lowest responsive responsible bidder, may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.
13. Bids must be submitted in the format outlined in SECTION 7 – **Information Required from Bidders** to be deemed responsive.

## SECTION 2 – STANDARD TERMS & CONDITIONS

See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: [Std T C SECTION 2023.pdf](#)

## SECTION 3 – ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this ITB, Genesee County (“the County”) is soliciting bids from qualified vendors for the Purchase and Installation of Safety Vents for Genesee County Jail.
2. **Issuing Office:** This ITB is issued by the Genesee County Purchasing Department on behalf of the Genesee County Facilities and Operations Department. The contact person is Rita Schubert, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810) 257-3195, and [rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov). Email is the preferred method of contact.
3. **Bid Bond: (requirement based on cost of project)** A bid bond is required upon submission of bid. Contractor must furnish a bid bond or cashier’s check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted bid price.
4. **Questions & Inquiries:** All questions regarding this ITB shall be submitted in writing and received no later than **Wednesday, April 2, 2025, before 5:00 PM (EST)** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this ITB, and please entitle the subject line of your e-mail as follows: Question(s) for ITB #25-445. No verbal interpretation to any respondent as to the meaning of any requirement stated in this ITB shall be binding on Genesee County. All responses to questions regarding

this ITB shall be issued in writing and distributed as an addendum by Genesee County. Contractors who have attended the pre-bid meeting will also be allowed to submit questions no later than Wednesday, April 9, 2025, before 5:00 pm.

5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this ITB prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website [Current Bids \(geneseecountymi.gov\)](http://CurrentBids.geneseecountymi.gov). Further, all bidders shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Bid Considerations:** All costs incurred in the preparation of a response to this ITB or any costs prior to approval of the contract by Genesee County and formal notification to the selected bidder will be the responsibility of the respondent and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB.
7. **Responsive Bids:** To ensure proper consideration, all bidders are encouraged to submit a complete response to this ITB using the format outlined in Section 7, Information Required from Bidders. In addition, at least one of the paper bids must be signed with an **original signature** of the official authorized to bind the bidder to its provisions.
8. **Bid Modifications:** Clarifications, modifications, or amendments to any Bid that has been submitted, but prior to the Bid Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
9. **Withdrawal of Bid:** Bids may only be withdrawn by a bidder with written notice prior to the date and time set for the opening of bids.
10. **Validity Period:** Any bid submitted as a result of this Invitation to Bid shall be binding on the bid for 120 calendar days following the due date.
11. **Right to Reject:** Genesee County reserves the right to reject any and all bids received in response to this ITB.
12. **Disclosure:** All information in an offeror's bid 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 bidder wishes to designate any portion of their submission as "confidential" or "proprietary," the bidder must contact the Purchasing Manager prior to submission of the bid. All requests regarding disclosure and requests for confidentiality of a bid response to this ITB shall be submitted in writing and received **no later than noon, April 14, 2025**, to the Genesee County Purchasing Department as listed above.
13. **Errors, Omissions, and Discrepancies:** If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITB, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request



modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation to Bid prior to submitting a bid or it shall be waived.

14. **Best and Final Offers:** Discussions may be undertaken with those bidders whose bid, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, bidders may be allowed the opportunity to submit revisions to their bids for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the bidders nor the contents of any bid will be disclosed until the completion of negotiations and revision of bids (Best and Final Offers).

The contract that may be entered into will be awarded based on the bid response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this ITB.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the bid regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Consultant without the expressed written consent of Genesee County.
17. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor imposed any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
18. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Consultant shall be responsible for the performance of all subcontractors.
19. **Statement of Exceptions:** The bidder shall furnish a statement giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the bid. Failure to furnish this statement shall mean that the bidder agrees to meet all requirements set forth in this solicitation.
20. **Acceptance of Bid Content:** It is proposed that, if a contract is entered into as a result of this ITB, the ITB will serve as the basis for the contract. The contents of the

bid 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.

21. **Termination for Misrepresentation:** If the successful bidder receives a contract and is subsequently found to have misrepresented any information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
23. **News Release:** News releases pertaining to this ITB or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.
24. **Contract Award/Split Awards:** The County reserves the right to award by item and/or group of items. The Bidder to who the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed.
25. **Debarment and Suspension:** The contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them from commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and , (4) have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.
26. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

## **SECTION 4 – QUALIFICATIONS OF BIDDERS**

In order to qualify for an award, a bidder 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.

Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance will be required of the successful Bidder.

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

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

## **SECTION 5 – SCOPE OF WORK AND SPECIFICATIONS**

The scope of project is to replace 629 existing HVAC vents with new safety vents in jail cells.

- Contractor shall provide temporary dust protection and ventilation protection.
- Contractor shall protect items and fixtures that cannot be removed.
- Contractor is responsible for any demolition and prep work necessary when removing current HVAC vents.
- Contractor to replace 629 existing HVAC vents with new Safety vents; including any necessary prep work.
- Contractor shall ensure there are no points where inmates can create a spot for hanging.
- Contractor is responsible for cleaning of the job site daily.
- Contractor shall make sure all tools are removed and accounted for daily.
- Contractor is responsible for any needed permits.
- Contractor is to provide all necessary materials, and equipment for a complete project.
- Contractor is responsible for cleaning of the job site daily.
- All work is to be completed by qualified personnel.

County is requesting a Mockup of one unit to be installed and signed off on by Jail Administration, Risk Manager, and Facilities Director.

Other Requirements:

The County may order additional units as part of this bid. Bidders should provide a fixed pricing for the next 6 months for the additional units.

Below are pictures of the vents currently mounted in the jail cells and a list of the number of each vent that needs to be replaced.

**Vent #2**



**Vent #3**



POD- (# of Cells)	Vent 2	Vent 3
5A- (31)	0	28
5B- (29)	14	44
5C- (29)	0	58
5D- (31)	15	45
4A- (30)	1	59
4B- (29)	58	0
4C- (29)	0	58
4D- (30)	0	60
3A- (30)	0	27
3B- (7)	0	14
3C- (23)	0	46
3D- (30)	0	60
IHU- (24)	8	24
Safety Cell (6)	6	4

## SECTION 6. SUPPLEMENTAL CONDITIONS

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the requested services 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 bid. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Surety Bonds: (requirement based on cost of project)**
  - 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. **Maintenance Bond:** The successful proposer must provide a 24-month maintenance bond insuring the Contractor's performance of awarded project. The maintenance bond commences with final acceptance of project completion.
  - D. **General Conditions:** The Performance, Payment, and Maintenance 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 County as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful proposer if the County, in its sole discretion, determines that the surety proposed by the successful proposer is unable to provide adequate protection for the County.
3. **Payment:** Payments shall be made to the contractor, which will be agreed upon before execution of contract, upon receipt of an invoice. The County will retain 10% of amount on invoice, and upon approval of invoice, payment is remitted within 30 days. Final payment of retained funds will be remitted upon final inspection of the work that has been performed and receipt of Maintenance Bond.
4. **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.
5. **Prevailing Wage:** The successful proposer and all subcontractors are subject to federal Davis-Bacon Act requirements in addition to Genesee County's Prevailing Wage Policy. Genesee County requires the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his/her subcontractors, on this project, shall not be less than the wage and fringe benefits

currently prevailing in the County of Genesee. A wage determinant is included in this specification.

The contractor shall be required to submit certified payroll reports to the County. The reports shall detail the rates of wages and fringe benefits paid to each class of construction mechanics by the contractor and all of his/her subcontractors. Further, the Certified Payroll Reports must be submitted by the contractor with all invoices for payment. Proposers shall submit a list of all construction mechanics called for in this project and possible contract.

The information shall include the corresponding prevailing wages and fringe benefits to be paid for each class of relevant construction mechanics

## **SECTION 7 – INFORMATION REQUIRED FROM BIDDERS**

All bids are firm, binding, and irrevocable for one hundred-twenty (120) days after the opening of the bid.

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

### **Administrative Bids**

- 1) Work Plan: Describe in narrative form 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 including cost per labor hour. State the amount of time for completion from the date of Notice to Commence.
- 2) 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.
- 3) Labor Requirements, Staff Qualifications & Experience: The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title who will be assigned to this project. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
- 4) Statement of the Project: State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.
  - a) Description of your company's "Safety Program" to be used while performing the required services. Include a copy of the Safety Program.
  - b) Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits.

- c) Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.
- 5) Furnish a bid bond or cashier's check (Payable to Genesee County Treasurer) equal to 5 percent (5%) of the total amount of the submitted bid price.
- 6) Security Vents: Provide features and benefits of the vents.
- 7) Additional information and comments include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- 8) One (1) original, one (1) paper copy of the bid shall be received, and date and time stamped by Office of Fiscal Services prior to bid closing. No bid received after Close Deadline shall be considered.

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

- 1. Statement of Exceptions.
- 2. Signed Signature Page
- 3. Completed Cost Bid Form
- 4. Executed Insurance Checklist
- 5. References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. This form is located in the section entitled "Forms."
- 6. Familial Relationship Sworn Statement

Failure to provide all requested items may be sufficient cause for rejection of bid response.

## **SECTION 8 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

It is the intent of Genesee County (the County) to conduct a comprehensive, fair, and impartial evaluation of the bids received. The Contract shall be awarded to the lowest and/or most responsive and or most responsible qualified Bidder provided, however, the COUNTY may for good cause reject any Bid even though it may be the lowest.

## SECTION 9 – INSURANCE REQUIRED FROM BIDDERS

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted writing business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Builders Risk Coverage (If applicable)** – The Owner will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the work, only while on the building site premises or within five hundred feet of the site.

### **Contractor's Equipment Coverage/ Inland Marine**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.



**Professional Liability Insurance (If applicable)** – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claim made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

**Contract Bond Requirements:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

**Umbrella Liability** - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

**Insurance Certificate and Additional Insured Coverage** Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

**Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.1 Indemnification

- 1.2 The contractor agrees to indemnify, defend and hold harmless 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.

## COST BID FORM

PROJECT: ITB #25-445 Purchase and Installation of Safety Vents for Genesee County Jail

Please provide pricing to include equipment, labor for installation of HVAC safety vent covers in 629 jail cells.

Product	Model Number	Quantity	Cost Each
HVAC Security Vents		629	\$
Installation of Security Vents		629	\$
			\$
<b>Total Base Bid Amount (Addition of Bid Items Above)</b>			<b>\$</b>
The county may request additional security vents to be installed. Please provide the unit price for the installation of one security vent below.		Unit Price	\$

**Submitted by:**

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**CONTRACTOR ADDRESS:** \_\_\_\_\_

**CONTACT EMAIL:** \_\_\_\_\_

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

The bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

**SIGNATURE PAGE**  
**GENESEE COUNTY ITB #25-445**  
**Purchase and Installation of Safety Vents for Genesee County Jail**

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 ITB,
3. has not engaged in any collusive actions with any other potential bidders for this ITB,
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 bid 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 ITB:

**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 bid.

OR

\_\_\_\_ 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 Bid.

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

Name (typed): \_\_\_\_\_

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

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Contact Person of company representative for matters regarding this ITB**

_____ CONTACT NAME		_____ POSITION	
_____ MAILING ADDRESS		_____ CITY	_____ STATE
		_____ ZIP CODE	
_____ PHONE	_____ FAX	_____ E-MAIL	

# GENESEE COUNTY INSURANCE CHECKLIST

## CONSTRUCTION WORK CONTRACT FOR:

**ITB: 25-445 – Purchase and Installation of Safety Vents for Genesee County Jail**

Coverage Required	Limits (Figures denote minimums)
X	1. Workers Compensation Statutory limits of Michigan
X	2. Employers' Liability \$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability (if applicable) \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice \$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage \$5,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
X	9. Other Insurance Required: <b>Builder's Risk (If applicable), Contractor's Equipment Coverage/Inland Marine</b>
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
X	11. The Certificate must state bid number and title <b>25-445 Purchase and Installation of Safety Vents for Genesee County Jail</b>

### 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.

## REFERENCES

List 3 references of similar projects Submitted by: \_\_\_\_\_

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

# FAMILIAL RELATIONSHIP SWORN STATEMENT

\_\_\_\_\_ does hereby disclose that:

(Company Name)

\_\_\_\_\_ YES, there exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

## Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

\_\_\_\_\_ NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

Name (printed) \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary Public (printed)

\_\_\_\_\_

Signature \_\_\_\_\_ County \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ My Commission

Expires \_\_\_\_\_ Affix Notary Seal here:

# 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").

## 2. Agreement and Authority

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

## 3. Scope of Work

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

## 4. Work Schedule

- 4.1 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.
- 4.2 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.
- 4.3 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.

## 5. 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.

## 6. 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.



## **7. Contract Administrator**

The contract administrator for this Contract is [insert Contract Admin] (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.

## **8. 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.

## **9. Condition of Worksite**

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

## **10. Prevailing Wage Addendum**

The Contractor acknowledges that Section 3-302(3) 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 shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

## **11. Warranties**

The Contractor warrants that:

- 11.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 11.2 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 and be free of defects in workmanship or materials.

- 11.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 11.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 11.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 11.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination 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.

## **12. Insurance Requirements and Indemnification**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Professional Liability Insurance (If applicable)** – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

**Builders Risk Coverage (If applicable)** – The contractor shall procure and maintain during the term of construction builders risk policy in the full amount of the project. Policy shall be “All Risk” coverage form, and cover all property under a replacement cost basis. The policy shall also name Genesee County as loss payee.

**Contractor’s Equipment Coverage/ Inland Marine**

Contractor’s Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

**Contract Bond Requirements:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

**Umbrella Liability** - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

**Insurance Certificate and Additional Insured Coverage** Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

#### 12.1 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.

### 13. Suspension of Work

#### 13.1 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.

### **13.2 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.

## **14. 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.

## **15. Termination**

### **15.1 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.

### **15.2 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.

### 15.3 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.

### 15.4 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.

## 16. 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, gender identity, sexual orientation, 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.

## 17. 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".

## 18. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **19. Audit Rights**

### **19.1 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.

### **19.2 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.

### **19.3 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.

### **19.4 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.

## **20. Identity Theft Prevention**

20.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

20.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **21. Independent Contractor**

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

## **22. General Provisions**

### **22.1 Entire Contract**

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

22.1.1. The Contract – This Professional Services Contract

22.1.2. Exhibit A – Description of the Work

22.1.3. Exhibit B – Payment Schedule

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.

### **22.2 No Assignment**

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

### **22.3 Modification**

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

### **22.4 Binding Effect**

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

### **22.5 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.

### **22.6 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.



## 22.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

## 22.8 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.

## 22.9 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.

## 22.10 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.

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: \_\_\_\_\_

Delrico J. Loyd, Chairperson

Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## Description of the Work

The scope of project is to replace 629 existing HVAC vents with new safety vents in jail cells.

- Contractor shall provide temporary dust protection and ventilation protection.
- Contractor shall protect items and fixtures that cannot be removed.
- Contractor is responsible for any demolition and prep work necessary when removing current HVAC vents.
- Contractor to replace 629 existing HVAC vents with new Safety vents; including any necessary prep work.
- Contractor shall ensure there are no points where inmates can create a spot for hanging.
- Contractor is responsible for cleaning of the job site daily.
- Contractor shall make sure all tools are removed and accounted for daily.
- Contractor is responsible for any needed permits.
- Contractor is to provide all necessary materials, and equipment for a complete project.
- Contractor is responsible for cleaning of the job site daily.
- All work is to be completed by qualified personnel.

County is requesting a Mockup of one unit to be installed and signed off on by Jail Administration, Risk Manager, and Facilities Director.

### Other Requirements:

The County may order additional units as part of this bid. Bidders should provide a fixed pricing for the next 6 months for the additional units.

Below are pictures of the vents currently mounted in the jail cells and a list of the number of each vent that needs to be replaced.

### Vent #2



### Vent #3



POD- (# of Cells)	Vent 2	Vent 3
5A- (31)	0	28
5B- (29)	14	44
5C- (29)	0	58
5D- (31)	15	45
4A- (30)	1	59
4B- (29)	58	0
4C- (29)	0	58
4D- (30)	0	60
3A- (30)	0	27
3B- (7)	0	14
3C- (23)	0	46
3D- (30)	0	60
IHU- (24)	8	24
Safety Cell (6)	6	4

## **EXHIBIT B**

### Payment Schedule

DRAFT

## **EXHIBIT C**

### **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 <https://sam.gov/content/wage-determinations>.
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.



ADVARTOO-01

PCOWAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>The Fedeli Group</b> 5005 Rockside Road, Fifth Floor Independence, OH 44131	CONTACT NAME: <b>Pat Cowan</b>		
	PHONE (A/C, No, Ext): <b>(216) 643-2749</b>	FAX (A/C, No): <b>(216) 328-8081</b>	
	E-MAIL ADDRESS: <b>PCowan@thefedeligroup.com</b>		
INSURED  <b>Advanced Construction Group, Inc.</b> 7193 Sulier Dr Temperance, MI 48182	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Valley Forge Insurance Company</b>		<b>20508</b>
	INSURER B : <b>Continental Insurance Company</b>		<b>35289</b>
	INSURER C : <b>National Fire Insurance Company of Hartford</b>		<b>20478</b>
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		8018895072	3/20/2025	3/20/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		8018895041	3/20/2025	3/20/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		8018895055	3/20/2025	3/20/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		8018895069	3/20/2025	3/20/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Genesee County is named as additional insured in regard to general liability, automobile liability and umbrella liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Genesee County</b> 1101 Beach St Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
  - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. Supervisory, inspection, architectural or engineering activities; or
  - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

**VIII** Solely with respect to the insurance granted by this endorsement the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part** provided the contract or agreement:

**A** Was executed prior to:

- 1** The **bodily injury** or **property damage**; or
  - 2** The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

**B** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense

All other terms and conditions of the Policy remain unchanged

This endorsement which forms a part of and is for attachment to the Policy issued by the designated Insurers takes effect on the effective date of said Policy at the hour stated in said Policy unless another effective date is shown below and expires concurrently with said Policy

00020007280188950727544





## GENESEE COUNTY PURCHASING

A Division of the Genesee County Office of Fiscal Services

COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 361,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3380  
[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

**Chrystal Simpson, CPA**  
**Chief Financial Officer**

April 30, 2025

Advanced Construction Group, Inc.  
Attn: Brian Ostrowski  
7193 Sulier Dr.  
Temperance, MI 48182

Sent via e-mail to: Briano@acongrp.com on 04/30/2025

Dear Mr. Ostrowski:

Genesee County (the County) is pleased to receive your bid for the "Purchase and Installation of Safety Vents for Genesee County Jail" (ITB #25-445). The County is requesting that you verify pricing and installation cost submitted is correct for the specific anti-ligature vent shown below. If the cost for this vent will be different than the cost submitted in your original bid, please complete the form below with the updated cost information.



Product	Model Number	Quantity	Cost Each
HVAC Security Vents		629	\$
Installation of Security Vents		629	\$
<b>Total Base Bid Amount (Addition of Bid Items Above)</b>			<b>\$</b>
The county may request additional security vents to be installed. Please provide the unit price for the installation of one security vent.		Unit Price	\$

Please submit this information to me no later than Monday, May 5, 2025, by 10:00 a.m. via e-mail @ [rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov).

If you have any questions or concerns regarding this matter, please feel free to contact me via email or by phone at 810-257-3195.

Sincerely,

*Rita Schubert*

Rita Schubert  
Purchasing Manager

## 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 **Advanced Construction Group, Inc., a MI Inc.**, whose principal place of business is located at **7193 Sulier Dr., Temperance, MI 48182** (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 **45 days** of execution of this Contract, with a date of final completion within **365 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 **\$389,728.40** for the performance of the Work. 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 **Raymond Zanke** (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. Condition of Worksite**

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

## **8. Prevailing Wage Addendum**

The Contractor acknowledges that Section 3-302(3) 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 shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C 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 and be free of defects in workmanship or materials.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination 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**

### **10.1 Insurance Requirements**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**COMMERCIAL GENERAL LIABILITY:** Occurrence form, with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors' coverage, products/completed operations, explosion, collapse and underground hazard, if applicable, and a per project aggregate. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and noncontributory with a waiver of subrogation in favor of Genesee County.

**AUTOMOBILE LIABILITY:** Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements.

Coverage B – Employers Liability

\$1,000,000 each Person

\$1,000,000 each Person by Disease

\$1,000,000 Policy Limit - Disease

**CONTRACTOR'S EQUIPMENT COVERAGE/INLAND MARINE** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

**UMBRELLA LIABILITY** - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

**CONTRACT BOND REQUIREMENTS:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

### **Required Insurance Documentation**

1. **Certificate of Insurance**

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

2. **Endorsements**

The vendor/contractor must also provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self- insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.
- c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

- d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

*In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.*

## 10.2 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 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.

## 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, gender identity, gender expression, sexual orientation, 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. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **17. Audit Rights**

### **17.1 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.

### **17.2 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.

### **17.3 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.

### **17.4 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.

## **18. Identity Theft Prevention**

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

## **19. Independent Contractor**

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

## **20. General Provisions**

### **20.1 Entire Contract**

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

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Description of the Work

20.1.3. Exhibit B – Payment Schedule

20.1.4. Exhibit C – 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.

### **20.2 No Assignment**

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

### **20.3 Modification**

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

### **20.4 Binding Effect**

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

### **20.5 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.

## 20.6 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.

## 20.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

## 21.8 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.

## 21.9 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.

## 21.10 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.

**Advanced Construction Group, Inc.**

GENESEE COUNTY

By: \_\_\_\_\_  
**Brian Ostrowski**  
**President**

By: \_\_\_\_\_  
Delrico Lloyd, Chairperson  
Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
Description of the Work

Description of the Work

The scope of project is to replace 629 existing HVAC vents with new safety vents in jail cells.

- Contractor shall provide temporary dust protection and ventilation protection.
- Contractor shall protect items and fixtures that cannot be removed.
- Contractor is responsible for any demolition and prep work necessary when removing current HVAC vents.
- Contractor to replace 629 existing HVAC vents with new Safety vents; including any necessary prep work.
- Contractor shall ensure there are no points where inmates can create a spot for hanging.
- Contractor is responsible for cleaning of the job site daily.
- Contractor shall make sure all tools are removed and accounted for daily.
- Contractor is responsible for any needed permits.
- Contractor is to provide all necessary materials, and equipment for a complete project.
- Contractor is responsible for cleaning of the job site daily.
- All work is to be completed by qualified personnel.

County is requesting a Mockup of one unit to be installed and signed off on by Jail Administration, Risk Manager, and Facilities Director.

**Other Requirements:**

The County may order additional units as part of this bid. Bidders should provide a fixed pricing for the next 6 months for the additional units.

Below are pictures of the vents currently mounted in the jail cells and a list of the number of each vent that needs to be replaced.

**Vent #2**



### Vent #3



POD- (# of Cells)	Vent 2	Vent 3
5A- (31)	0	28
5B- (29)	14	44
5C- (29)	0	58
5D- (31)	15	45
4A- (30)	1	59
4B- (29)	58	0
4C- (29)	0	58
4D- (30)	0	60
3A- (30)	0	27
3B- (7)	0	14
3C- (23)	0	46
3D- (30)	0	60
IHU- (24)	8	24
Safety Cell (6)	6	4

## EXHIBIT C

### 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 <https://sam.gov/content/wage-determinations>.
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.





# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

---

**File #:** RES-2025-1773

**Agenda Date:** 5/21/2025

**Agenda #:** 3.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Raymond Zanke, Director of Facilities and Operations

**RE:** Approval of the contract with Corrigan Construction accepting their bid response to ITB# 25-441 Guardrail Improvements for Genesee County Jail in an amount of \$1,878,705.00

**BOARD ACTION REQUESTED:**

Approval of the contract with Corrigan Construction accepting their bid response to ITB# 25-441 in an amount of \$1,878,705.00

**BACKGROUND:**

The Jail netting project is to install a barrier (netting or metal screen) on the upper mezzanines and stairs to prevent inmates from jumping off the high area to hurt themselves.

**DISCUSSION:**

Signing this contract will allow the vendor to proceed forward with this project.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

Total cost is \$1,878,705 and will be paid from these accounts:

1010-309.00-975.001 \$1,546,116

4018-255.06-975.001 \$332,589

A budget amendment is attached that utilizes reductions in expense accounts and increases to revenue accounts based on current year trends for a net \$0 effect on General Fund fund balance.

**IMPACT ON FACILITIES:**

Facilities will be the contract administrator.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

This will help with promoting public health and creating safer and healthier residents as well as

helping keep Genesee County employees safe on the job.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Facilities and Operations Director to authorize entering into an agreement between Genesee County and Corrigan Construction LLC, whereby the contractor will supply and install a barrier on the upper mezzanines and stairs in the County Jail, at a cost not to exceed \$1,878,705.00 to be paid from accounts 1010-309.00-975.001 (\$1,546,116.00) and 4018-255.06-975.001 (\$332,589.00), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the May 21, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

April 23, 2025

Rita Schubert, Purchasing Manager  
Genesee County  
1101 Beach St.  
Flint, MI 48502

Re: 24-1160 Genesee Jail  
Guardrail Improvements Bid Recommendation  
1101 Beach Street, Rm 361  
Flint, MI 48502  
AB# 24-1160

Dear Rita,

Our team has reviewed received bids for the Genesee County Guardrail Improvements project. Please see below our break-down and recommendation.

The following is a breakdown/comparison of received bids for reference.

**Section 1 – Signature**

- Corrigan Construction acknowledges addenda 1 and 2.
- E&L Construction acknowledges addenda 1 to 3 – there are only 2 addendums issued.

**Section 2 – Insurance checklist**

- Corrigan Construction – matches coverage
- E&L Construction – matches coverage

**Section 3 – References**

- Corrigan Construction
  - Abonmarche has verified references. Abonmarche has worked with and is currently still working on a project with Corrigan.
- E&L Construction
  - Abonmarche has not verified references.

**Section 4 – Relationship**

- Corrigan Construction
  - no familial relationship.
- E&L Construction
  - no familial relationship.

### **Section 5 – Bid Bond**

- Corrigan Construction
  - submitted
  - *need more information on County insurance requirements for liability.*
    - *Corrigan is submitting the coverage.*
- E&L Construction
  - bid bond not submitted.
  - submitted liability insurance.

### **Section 6 – Bid Form**

- Corrigan Construction
  - \$1,878,705 (one million eight hundred seventy-eight thousand seven hundred five dollars and zero cents)
- E&L Construction
  - \$ 2,074,000 (two million seventy-four thousand dollars and zero cents)

### **Section 7 – Schedule of Values**

- Corrigan Construction
  - submitted by e-mail – acceptance
- E&L Construction
  - submitted – acceptance

### **Section 8 – Bid Submission**

- Corrigan Construction –
  - Schedule starts in **June 2025 to August 2026**
  - Corrigan Construction has no lawsuits filed against them.
- E&L Construction - Schedule starts in **June 2025 to March 2027**
  - E&L Construction has no lawsuits filed against them.

### **Section 9 – Submission**

- Corrigan Construction
  - statement of project – acceptance
  - bid clarification/qualifications – acceptance Plan review not included
- E&L Construction
  - statement of project – acceptance
  - bid clarification/qualifications – acceptance

Abonmarche has worked on several projects with Corrigan with no issues and recommend them for this with a bid of \$1,878,705 (One million eight hundred seventy-eight thousand seven hundred five dollars and zero cents).



If Corrigan is to be awarded the contract for the Genesee County Jail Security Screening project the following is to be considered.

**Corrigan is to submit liability insurance coverage** – Corrigan is to forward the coverage to the County.

**Corrigan did not include plan review cost** – minimum cost adds to project & is accepted.

Please note also that Corrigan's construction schedule is shorter than the E&L proposed schedule with Corrigan indicating from June 2025 to August 2026 and E&L's schedule indicating June 2025 to March 2027.

Respectfully Submitted,

Stanley Skopek, Project Manager  
Abonmarche Byce

cc: file



DESCRIPTION:	Jail Netting Amendment	
GL #	Description	Increase/(Decrease)
1010-309.00-975.001	BUILDING ADDITIONS AND IMPROVEMENTS	1,421,116.00
1010-524.00-960.005	DRAIN AT LARGE APPROPRIATION	(46,548.00)
1010-283.00-934.000	REPAIRS OFFICE EQUIPMENT	(9,000.00)
1010-283.00-907.008	WITNESSES	(8,500.00)
1010-283.00-976.000	EQUIPMENT COSTS	(3,500.00)
1010-283.00-855.000	FACILITY COSTS	(25,000.00)
1010-283.00-755.000	SUPPLIES COMPUTER	(5,000.00)
1010-283.00-907.005	VALIDATED PARKING	(10,000.00)
1010-283.00-956.004	OTHER SERV CHARG MISC	(5,000.00)
1010-283.00-907.006	JURORS MEALS	(8,000.00)
1010-283.00-957.004	CONVENIENCE COPIER CHARGES	(3,000.00)
1010-283.00-915.000	MEMBERSHIPS	(4,000.00)
1010-283.00-910.000	PROFESSIONAL STAFF TRAINING	(4,000.00)
1010-283.00-810.000	VISITING JUDGES	(8,000.00)
1010-283.00-933.001	ANNUAL SOFTWARE CHARGE	(7,000.00)
1010-246.00-625.000	GIS REVENUES	2,060.00
1010-255.04-665.004	OTHER INTEREST INCOME	125,000.00
1010-286.00-425.000	ATTORNEY FEES	2,258.00
1010-286.00-634.012	OTHER FEES	15,000.00
1010-287.00-603.014	OVERSIGHT FEES	3,460.00
1010-287.00-603.086	ALCOHOL/DRUG SCREENING FEES	2,530.00
1010-287.00-634.012	OTHER FEES	4,660.00
1010-316.01-504.000	FEDERAL PARTICIPATION	768,000.00
1010-648.00-645.002	AUTOPSY REPORTS	1,600.00
1010-255.04-679.005	FORFEITED EMPLOYER CONTRIB	350,000.00
4018-255.06-975.001	BUILDING ADDITIONS AND IMPROVEMENTS	332,589.00

APPROVED BY: \_\_\_\_\_

DESCRIPTION: Jail Netting Amendment

GL #	Description	Increase/(Decrease)
1010-309.00-975.001	BUILDING ADDITIONS AND IMPROVEMENTS	1,421,116.00
1010-524.00-960.005	DRAIN AT LARGE APPROPRIATION	(46,548.00)
1010-283.00-934.000	REPAIRS OFFICE EQUIPMENT	(9,000.00)
1010-283.00-907.008	WITNESSES	(8,500.00)
1010-283.00-976.000	EQUIPMENT COSTS	(3,500.00)
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1010-283.00-910.000	PROFESSIONAL STAFF TRAINING	(4,000.00)
1010-283.00-810.000	VISITING JUDGES	(8,000.00)
1010-283.00-933.001	ANNUAL SOFTWARE CHARGE	(7,000.00)
1010-246.00-625.000	GIS REVENUES	2,060.00
1010-255.04-665.004	OTHER INTEREST INCOME	125,000.00
1010-286.00-425.000	ATTORNEY FEES	2,258.00
1010-286.00-634.012	OTHER FEES	15,000.00
1010-287.00-603.014	OVERSIGHT FEES	3,460.00
1010-287.00-603.086	ALCOHOL/DRUG SCREENING FEES	2,530.00
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1010-648.00-645.002	AUTOPSY REPORTS	1,600.00
1010-255.04-679.005	FORFEITED EMPLOYER CONTRIB	350,000.00
4018-255.06-975.001	BUILDING ADDITIONS AND IMPROVEMENTS	332,589.00



## 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 **Corrigan Construction LLC**, a **MI LLC**, whose principal place of business is located at **8700 N 2<sup>nd</sup> Street, #200, Brighton, MI 48116** (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 **45 days** of execution of this Contract, with a date of final completion within **365 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 **\$1,878,705.00** for the performance of the Work. 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 **Raymond Zanke** (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. Condition of Worksite**

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

## **8. Prevailing Wage Addendum**

The Contractor acknowledges that Section 3-302(3) 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 shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C 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 and be free of defects in workmanship or materials.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination 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**

### **10.1 Insurance Requirements**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Contractor's Equipment Coverage/ Inland Marine**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

**Crime including Third-Party Employee Theft Insurance Coverage or Bond** will be required in the minimum amount of the grant with Genesee County named as an additional insured.

**Owners' and Contractors' Protection (OCP) Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be "Named Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.

**Contract Bond Requirements:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

**Umbrella Liability** - in an amount not less than \$10,000,000 per occurrence and \$10,000,000 aggregate, including Products Completed Operations.

## Required Insurance Documentation

### 1. Certificate of Insurance

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

### 2. Endorsements

The vendor/contractor must also provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self- insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.
- c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).
- d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

*In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.*

## 10.2 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 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.

## 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, gender identity, gender expression, sexual orientation, 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. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **17. Audit Rights**

### **17.1 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.

### **17.2 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.

### **17.3 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.

#### **17.4 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.

### **18. Identity Theft Prevention**

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

### **19. Independent Contractor**

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

### **20. General Provisions**

#### **20.1 Entire Contract**

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

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Description of the Work

20.1.3. Exhibit B – Payment Schedule

20.1.4. Exhibit C – 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.

## 20.2 No Assignment

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

## 20.3 Modification

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

## 20.4 Binding Effect

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

## 20.5 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.

## 20.6 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.

## 20.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

## 21.8 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.

## 21.9 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.

#### 21.10 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:\_\_\_\_\_

James Avery, Chairperson

Board of Commissioners

Date:\_\_\_\_\_

Date:\_\_\_\_\_

EXHIBIT A  
Description of the Work

See attached project manual from bid for description of work.

EXHIBIT B  
Payment Schedule

## EXHIBIT C

### 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 <https://sam.gov/content/wage-determinations>.
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.

PROJECT MANUAL FOR:

# **Guardrail Improvements for Genesee County Jail**

**1002 Saginaw Street  
Flint, MI 48502**

Genesee County ITB # 25-441

AB # 24-1160

**PREPARED FOR:**

**Genesee County  
1101 Beach Street, Rm 362  
Flint, MI 48502**

**PREPARED BY:**

**Abonmarche Byce  
306 South Kalamazoo Mall  
Kalamazoo, Michigan 49007**



3-11-2025

Construction Documents





## TABLE OF CONTENTS

### PREFACE 1

GENESEE COUNTY INVITATION TO BID (ITB)

### DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 000102 - PROJECT SUMMARY  
SECTION 000115 - LIST OF DRAWING SHEETS  
SECTION 001116 - INVITATION TO BID  
SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)  
SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM  
SECTION 005100 - NOTICE OF AWARD  
SECTION 006000 - PROJECT FORMS

### DIVISION 01 - GENERAL REQUIREMENTS

SECTION 011000 - SUMMARY  
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES  
SECTION 012900 - PAYMENT PROCEDURES  
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION  
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION  
SECTION 013300 - SUBMITTAL PROCEDURES  
SECTION 014000 - QUALITY REQUIREMENTS  
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS  
SECTION 016000 - PRODUCT REQUIREMENTS  
SECTION 017300 - EXECUTION  
SECTION 017700 - CLOSEOUT PROCEDURES  
SECTION 017839 - PROJECT RECORD DOCUMENTS

### DIVISION 02 - EXISTING CONDITIONS

SECTION 024119 - SELECTIVE DEMOLITION

### DIVISION 05 - METALS

SECTION 055963 - DETENTION ENCLOSURES

### DIVISION 21 - FIRE SUPPRESSION

SECTION 079200 - JOINT SEALANTS

### DIVISION 09 - FINISHES

SECTION 099600 - HIGH-PERFORMANCE COATINGS (MPI STANDARDS)

### DIVISION 21 - FIRE SUPPRESSION

SECTION 212300 - FIRE SUPPRESSION SYSTEMS

## PREFACE 1



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Office of Fiscal Services

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

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

[www.geneseecountymi.gov](http://www.geneseecountymi.gov)

**Chrystal Simpson, CPA**

**Chief Financial Officer**

March 14, 2025

### **GENESEE COUNTY INVITATION TO BID (ITB) #25-441**

Sealed bids will be received until **2:00 p.m. (EST), Wednesday, April 16, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for the **Guardrail Improvements for Genesee County Jail**.

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 [Microsoft Word - PURCHASING REGULATIONS 8222016](#).

A **mandatory pre-bid meeting** will be held on **Tuesday, April 1, 2025**, at 2:00 p.m. (EST) at Genesee County Administration Building, 1101 Beach St., Rm 301, Flint, MI 48502. All consultants submitting a bid must attend the mandatory pre-bid meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and will serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's bid.

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

<b>DUE DATE:</b>	<b>Wednesday, April 16, 2025, before 2:00 pm (EST)</b>
<b>DUE DATE FOR SUBMISSION OF QUESTIONS:</b>	<b>Wednesday, March 26, 2025, before 2:00 pm (EST)</b>
<b>PRE-PROPOSAL MEETING:</b>	<b>Tuesday, April 1, 2025 @ 2:00 PM (EST)</b>
<b>POST MEETING SUBMISSION OF QUESTIONS:</b>	<b>Wednesday, April 2, 2025, before 2:00 PM</b>
<b>BID REQUEST NUMBER:</b>	<b>#25-441</b>

Rita Schubert, Purchasing Manager

bid2\2025\25-441

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

## **ITB #25-441 Guardrail Improvements for Genesee County Jail**

### **SECTION 1 - INSTRUCTIONS TO PROPOSERS**

1. Sealed bids will be received until **2:00 PM (EST), Wednesday, April 16, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 4:00 p.m., closed holidays, check website for closed days. Label the envelope containing the bid response as described on page 1. **LATE BIDS AND BIDS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A **mandatory pre-proposal meeting** will be held on **Tuesday, April 1, 2025**, at 2:00 PM (EST) at Genesee County Administration Building, 1101 Beach St, Rm 301, Flint, MI 48502. All consultants submitting a proposal must attend the mandatory pre-proposal meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and shall serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's proposal.
3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
4. Submit **one original, one paper copy of your bid. After the bid closes you will be contacted to send the County an electronic copy of your bid.** All bids 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. Failure to provide the required number of duplicate copies may result in rejection of your bid. Bids may not be submitted at the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Services. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Bidder's responsibility to ensure that its bid is time stamped by the Office of Fiscal Services by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. Local Time, Monday through Friday, legal holidays as an exception.
6. Michigan Inter-governmental Trade Network (MITN) – an alternate review of this project can be done at (under bid # **25-441 Guardrail Improvements for Genesee County Jail**: <https://www.bidnetdirect.com/mitn>

- 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 hyperlink 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, ITBs, 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.
7. All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this ITB, 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 bid.
8. All prospective bidders shall be responsible for routinely checking the Genesee County Purchasing Department website at [Current Bids \(geneseecountymi.gov\)](#) 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 ITB.
9. A sample of a contract is attached to this ITB. After the award is made to the successful bidder, the County and the successful proposer will negotiate a final contract that substantially conforms to said contract. Any exceptions to the terms and conditions of the contract and this ITB must be clearly set forth in your bid and referenced on the company letterhead. The County will not entertain negotiations to change any terms and conditions of the contract or ITB unless those changes are requested in your bid.
10. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Insurance requirements are provided in the attached sample contract. Failure to comply with these provisions will cause termination of the agreement. The County of Genesee requires a signed Genesee County Insurance Requirements acknowledgement form with each bid submitted.

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 indemnify 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.

County policy dictates that under no circumstances can the County agree to indemnify bidders pursuant to Michigan Law.

11. **Bid Format:** Bids must be submitted in the format outlined in Section 7. **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.
12. **Local Preference for Genesee County Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business a Genesee County Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Administrator. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders
13. Contractors are to utilize the forms that are contained in this packet.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

View Genesee County's Standard Terms and Conditions by going to the following link:  
[Std T C SECTION 2023.pdf](#)

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this ITB, Genesee County ("the County") is soliciting bids from qualified firms for Guardrail Improvements for Genesee County Jail, as requested by Genesee County Facilities and Operations Department.
2. **Issuing Office:** This ITB is issued by the Genesee County Purchasing Department on behalf of the Genesee County Facilities and Operations Department. The contact person is Rita Schubert, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3195, fax: (810) 257-3380 and [rschubert@geneseecountymi.gov](mailto:rschubert@geneseecountymi.gov). Email is the preferred method of contact.
3. **Bid Bond:** A bid bond is required upon submission of bid. Contractor must furnish a bid bond or cashier's check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted bid price.
4. **Questions & Inquiries:** All questions regarding this ITB shall be submitted in writing and received before 2:00 pm on **Wednesday, March 26, 2025**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this ITB, and please entitled the subject line of your e-mail as follows: Question(s) for ITB # 25-441. No verbal interpretation to any respondent as to the meaning of any requirement stated in this ITB shall be binding on Genesee County. Contractors who have attended the

pre-bid meeting will also be allowed to submit questions no later than Wednesday, April 2, 2025, before 2:00 pm.

5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this ITB prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website [Current Bids \(www.geneseecountymi.gov\)](http://www.geneseecountymi.gov). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Bid Considerations:** All costs incurred in the preparation of a response to this ITB or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this ITB.
7. **Responsive Bids:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this ITB using the format outlined in Section 7, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper bids must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
8. **Bid Modifications:** Clarifications, modifications, or amendments to any Bid that has been submitted, but prior to the Bid Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
9. **Withdrawal of Bid:** Bids may only be withdrawn by the proposer with written notice prior to the date and time set for the opening of bids.
10. **Validity Period:** Any bid submitted as a result of this Invitation to Bid shall be binding on the proposer for 120 calendar days following the due date.
11. **Right To Reject:** Genesee County reserves the right to reject any and all bids received in response to this ITB.
12. **Disclosure:** All information in an offeror's bid 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 bid. All requests regarding disclosure and requests for confidentiality of a bid response to this ITB shall be submitted in writing and received no later than **April 7, 2025, by 12:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above.
13. **Errors, Omissions, And Discrepancies:** If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request



modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation for Bids prior to submitting a bid or it shall be waived.

14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose bid, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for an award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their bids for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any bid will be disclosed until the completion of negotiations and revision of bids (Best and Final Offers).

The contract that may be entered into will be awarded based on the bid response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this ITB.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the bid regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
17. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
18. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
19. **Statement of Exceptions:** The proposer shall furnish a statement on the company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the bid. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

20. **Acceptance of Bid Content:** It is proposed that, if a contract is entered into as a result of this ITB, the ITB will serve as the basis for the contract. The contents of the bid 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.
21. **Termination for Misrepresentation:** If the successful bidder receives a contract and is subsequently found to have misrepresented any information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
23. **News Release:** News releases pertaining to this ITB or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.
24. **Contract Award/Split Awards:** The County reserves the right to award by item and/or group of items. The Bidder to who the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed.
25. **Debarment and Suspension:** The contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them from commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and , (4) have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.
26. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

## **SECTION 4 - QUALIFICATIONS OF BIDDERS**

In order to qualify for an award, a bidder 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.

Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance will be required of the successful Bidder.

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

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

## **SECTION 5. SCOPE OF WORK AND SPECIFICATIONS**

The scope of project is to replace existing guardrail for 8 detention pods on 4 floors. Work can only be performed at one pod at a time, once completed the next pod can start renovation. The county can only have one pod available at one time. the rest of the detention pods are occupied.

- A. Demolition of existing steel pipe guardrailing
- B. Provide new security guardrailing
- C. Clean and paint existing steel stairs
- D. Paint existing stair and new guardrail
- E. Adjust existing sprinkler system if needed

Project scope includes: The scope of work is to replace existing low steel pipe rail with full height security mesh guardrails with anti-climb sections.

### **Access to Site**

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- C. The scope of project is to replace existing guardrail for 8 detention pods spread out on 4 floors. Work can only be performed at one pod at a time, once completed the next pod can start renovation. The county can only have one pod available at one time. The rest of the detention pods are occupied.
- D. Retain first "Limits" Subparagraph below on projects where necessary to describe areas of a site where work is permitted. Expand to indicate areas of site where incursions are forbidden under any circumstances. See Evaluations for model text.

## **Work Restrictions**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.

## **Specification and Drawing Conventions**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

3. **Keynoting:** Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

## **SECTION 6. SUPPLEMENTAL CONDITIONS**

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the requested services 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 bid. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Surety Bonds:**
  - 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. **Maintenance Bond:** The successful proposer must provide a 24-month maintenance bond insuring the Contractor's performance of awarded project. The maintenance bond commences with final acceptance of project completion.
  - D. **General Conditions:** The Performance, Payment, and Maintenance 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 County as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful proposer if the County, in its sole discretion, determines that the surety proposed by the successful proposer is unable to provide adequate protection for the County.
3. **Payment:** Payments shall be made to the contractor, which will be agreed upon before execution of contract, upon receipt of an invoice. The County will retain 10% of amount on invoice, and upon approval of invoice, payment is remitted within 30 days. Final payment of retained funds will be remitted upon final inspection of the work that has been performed and receipt of Maintenance Bond.
4. **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.

5. **Prevailing Wage:** The successful proposer and all subcontractors are subject to federal Davis-Bacon Act requirements in addition to Genesee County's Prevailing Wage Policy. Genesee County requires the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his/her subcontractors, on this project, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee. A wage determinant is included in this specification.

The contractor shall be required to submit certified payroll reports to the County. The reports shall detail the rates of wages and fringe benefits paid to each class of construction mechanics by the contractor and all of his/her subcontractors. Further, the Certified Payroll Reports must be submitted by the contractor with all invoices for payment. Proposers shall submit a list of all construction mechanics called for in this project and possible contract.

The information shall include the corresponding prevailing wages and fringe benefits to be paid for each class of relevant construction mechanics

## **SECTION 7 - INFORMATION REQUIRED FROM BIDDERS**

### **(BID FORMAT)**

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

#### **Administrative Bids**

- 1) **Work Plan:** Describe in narrative form 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 including cost per labor hour. State the amount of time for completion from the date of Notice to Commence.
- 2) **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.
- 3) **Labor Requirements, Staff Qualifications & Experience:** The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title who will be assigned to this project. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
- 4) **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.

- a) Description of your company's "Safety Program" to be used while performing the required services. Include a copy of the Safety Program.
  - b) Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits.
  - c) Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.
- 5) Furnish a bid bond or cashier's check (Payable to Genesee County Treasurer) equal to 5 percent (5%) of the total amount of the submitted bid price.
  - 6) 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 ITB that are required to substantiate a responsive bid as indicated below.

1. Statement of Exceptions.
2. Bid Form – Section 004113
3. Proposed Schedule of Values – Section 004373
4. Signed Signature Page
5. Executed Insurance Checklist
6. References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. This form is located in the section entitled "Forms."
7. Familial Relationship Sworn Statement

Failure to provide all requested items may be sufficient cause for rejection of bid response.

## **SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE**

It is the intent of Genesee County (the County) to conduct a comprehensive, fair, and impartial evaluation of the bids received. The Contract shall be awarded to the lowest and/or most responsive and or most responsible qualified Bidder provided, however, the COUNTY may for good cause reject any Bid even though it may be the lowest.

## SECTION 9 – INSURANCE REQUIRED FROM BIDDERS

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Builders Risk Coverage** – The Owner will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the work, only while on the building site premises or within five hundred feet of the site.

### **Contractor's Equipment Coverage/ Inland Marine**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is



preferred.

**Crime including Third-Party Employee Theft Insurance Coverage or Bond** will be required in the minimum amount of the grant with Genesee County named as an additional insured.

**Owners' and Contractors' Protection (OCP) Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be "Named Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.

**Contract Bond Requirements:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

**Umbrella Liability** - in an amount not less than \$10,000,000 per occurrence and \$10,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

**Insurance Certificate and Additional Insured Coverage** Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County

Attn: Risk Management

1101 Beach Street, Flint, MI 48502

**Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered

primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.1 Indemnification

- 1.2 The contractor agrees to indemnify, defend and hold harmless 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.

## **SECTION 10 – FORMS**

This section contains forms that the Contractor must complete and include in the Bid packet.

1. Signature Page
2. Executed Insurance Checklist
3. References
4. Familial Relationship Sworn Statement
5. Bid Bond form
6. Bid Form – Section 004113
7. Proposed Schedule of Vales – Section 004373
8. Bid Submission
  - a. Work Plan
  - b. Business organization
  - c. Labor Requirements, Staff Qualifications & Experience
  - d. Statement of the project.
  - e. Furnish a bid bond or cashier's check
  - f. additional information

END OF SECTION

## SIGNATURE PAGE GENESEE COUNTY ITB #25-441

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

### 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 bid.

\_\_\_\_\_ 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 Bid.

**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 ITB

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX

# GENESEE COUNTY INSURANCE CHECKLIST

**CONSTRUCTION WORK CONTRACT FOR:**

**ITB: 25-441 – Guardrail Improvements for  
Genesee County Jail**

Coverage Required	Limits (Figures denote minimums)
X	1. Workers Compensation Statutory limits of Michigan
X	2. Employers' Liability \$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
	4. Professional Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice \$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage \$10,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
X	9. Other Insurance Required: <b>OCP, Contractor's Equipment Coverage/Inland Marine, Crime/Third Party Theft</b>
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
X	11. The Certificate must state bid number and title <b>25-441 Guardrail Improvements for Genesee County Jail</b>

### 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.

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

## FAMILIAL RELATIONSHIP SWORN STATEMENT

\_\_\_\_\_ does hereby disclose that:

(Company Name)

\_\_\_\_\_ YES, there exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

### Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

\_\_\_\_\_ NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

\_\_\_\_\_  
(Company Name)

Name (printed) \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary Public (printed) \_\_\_\_\_

Signature \_\_\_\_\_ County \_\_\_\_\_

Date \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Affix Notary Seal here:

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Guardrail Improvements for Genesee County Jail
- C. Project Location: 1002 Saginaw Street, Flint, MI 48502
- D. Owner: Genesee County Department of Corrections
- E. Architect: Abonmarche Byce, 306 S. Kalamazoo Mall, Kalamazoo, Michigan 49007, (269) 381-6170.
- F. Architect Project Number: AB # 24-1160

1.2 ALLOWANCE

- A. **An allowance of \$20,000 is to be included in the base bid for revisions or modification of the existing sprinkler fire protection system. Refund back to owner if not needed.**

1.3 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Abonmarche Byce and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
  - 1. Steel Guardrail:\_\_\_\_\_.
  - 2. Painting :\_\_\_\_\_.
  - 3. Fire Protection:\_\_\_\_\_.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.

2. Addendum No. 2, dated \_\_\_\_\_.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement – Proposed Schedule of Values.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Genesee County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Submitted By:

(Name of bidding firm or corporation)

Authorized Signature:

(Handwritten signature)

Signed By:

(Type or print name)

Title:

(Owner/Partner/President/Vice President)

Witness By:

(Handwritten signature)

Attest:

(Handwritten signature)

By:

(Type or print name)

Title:

(Corporate Secretary or Assistant Secretary)

Street Address:

\_\_\_\_\_



City, State, Zip \_\_\_\_\_

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

License No.: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

## SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM

### PART 1 - GENERAL

#### 1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

#### 1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including any voluntary alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF SECTION

## 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").

### 2. Agreement and Authority

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

### 3. Scope of Work

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

### 4. Work Schedule

4.1 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.

4.2 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.

4.3 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.

### 5. 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.

### 6. 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.

## **7. Contract Administrator**

The contract administrator for this Contract is [insert Contract Admin] (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.

## **8. 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.

## **9. Condition of Worksite**

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

## **10. Prevailing Wage Addendum**

The Contractor acknowledges that Section 3-302(3) 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 shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

## **11. Warranties**

The Contractor warrants that:

- 11.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 11.2 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 and be free of defects in workmanship or materials.

- 11.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 11.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 11.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 11.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination 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.

## **12. Insurance Requirements and Indemnification**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Professional Liability Insurance** – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

**Builders Risk Coverage** – The contractor shall procure and maintain during the term of construction builders risk policy in the full amount of the project. Policy shall be “All Risk” coverage form, and cover all property under a replacement cost basis. The policy shall also name Genesee County as loss payee.

**Environmental Liability** - The Contractor shall procure and maintain for the duration of this contract Environmental Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of 3 years after the termination of this contract.

**Contractor’s Equipment Coverage/ Inland Marine**

Contractor’s Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

**Owners’ and Contractors’ Protection (OCP) Liability Insurance:**\_\_The Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractors’ Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be “Named Insured” on said coverage. Thirty (30) days’ Notice of Cancellation shall apply to this policy.

**Contract Bond Requirements:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

**Umbrella Liability** - in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

**Insurance Certificate and Additional Insured Coverage** Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

**Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

## 12.1 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.

## 13. Suspension of Work

### 13.1 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.

### 13.2 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.

## 14. 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.

## 15. Termination

### 15.1 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.

#### 15.2 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.

#### 15.3 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.

#### 15.4 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.

### 16. 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, gender identity, sexual orientation, 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.

## **17. 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".

## **18. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **19. Audit Rights**

### **19.1 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.

### **19.2 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.

### **19.3 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.

### **19.4 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.

## **20. Identity Theft Prevention**

- 20.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 20.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **21. Independent Contractor**

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

## **22. General Provisions**

### **22.1 Entire Contract**

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

- 22.1.1. The Contract – This Professional Services Contract
- 22.1.2. Exhibit A – Description of the Work
- 22.1.3. Exhibit B – Payment Schedule

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.

### **22.2 No Assignment**

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

### **22.3 Modification**

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

#### 22.4 Binding Effect

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

#### 22.5 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.

#### 22.6 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.

#### 22.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 22.8 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.

#### 22.9 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.

#### 22.10 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: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

# EXHIBIT A

Description of the Work

24-1160 Guardrail Improvements for Genesee County Jail  
Genesee County  
3-11-2025

BID FORM - STIPULATED SUM  
(SINGLE-PRIME CONTRACT)  
004113 -

## EXHIBIT B

### Payment Schedule

DRAFT

## **EXHIBIT C**

### **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 <https://sam.gov/content/wage-determinations>.
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.



## SECTION 000102 - PROJECT SUMMARY

### PART 1 - PROJECT SUMMARY

- 1.1 The scope of work is to replace existing low steel pipe rail with full height security mesh guardrails with anti-climb sections.

### PART 2 - SCOPE (Not used)

### PART 3 - SCHEDULE:

- 3.1 Contractor to provide owner with project schedule based on owner's required movement of tenants.

END OF SECTION

## SECTION 000115 - LIST OF DRAWING SHEETS

### PART 1 - GENERAL

#### 1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Guardrail Improvements for Genesee County Jail dated 03-11-2025, and as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

G100	Project Cover
A100	Key Plans
A125	Level Two Intake Mezzanine Plan
A135	Level Three Mezzanine Plan
A145	Level Four Mezzanine Plan
A155	Level Five Mezzanine Plan
A300	Details

END OF SECTION

## SECTION 001116 - INVITATION TO BID

### PART 1 - GENERAL

#### 1.1 PROJECT INFORMATION

- A. Project Identification:
  - 1. Project Location: 1002 Saginaw Street, Flint, Michigan 48502
- B. Owner: Genesee County
- C. Owner's Representative: Architect: Abonmarche Byce, 306 S. Kalamazoo Mall, Kalamazoo, Michigan 49007, (269) 381-6170.
  - 1. Project Description: The scope of project is to replace existing guardrail for 8 detention pods on 4 floors.
  - 2. Project consists of Project cost range is not being advertised.
- D. Construction Contract: Bids will be received for the following Work:
  - 1. General Contract (all trades).
  - 2.

#### 1.2 BIDDING INFORMATION

- A. See Appendix 1 - **GENESEE COUNTY INVITATION TO BID (ITB)**

END OF SECTION

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Guardrail Improvements for Genesee County Jail
- C. Project Location: 1002 Saginaw Street, Flint, MI 48502
- D. Owner: Genesee County Department of Corrections
- E. Architect: Abonmarche Byce, 306 S. Kalamazoo Mall, Kalamazoo, Michigan 49007, (269) 381-6170.
- F. Architect Project Number: AB # 24-1160

1.2 ALLOWANCE

- A. **An allowance of \$20,000 is to be included in the base bid for revisions or modification of the existing sprinkler fire protection system. Refund back to owner if not needed.**

1.3 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Abonmarche Byce and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
  - 1. Steel Guardrail:\_\_\_\_\_.
  - 2. Painting :\_\_\_\_\_.
  - 3. Fire Protection:\_\_\_\_\_.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 60 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.

2. Addendum No. 2, dated \_\_\_\_\_.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement – Proposed Schedule of Values.

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Genesee County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Submitted By:

(Name of bidding firm or corporation)

Authorized Signature:

(Handwritten signature)

Signed By:

(Type or print name)

Title:

(Owner/Partner/President/Vice President)

Witness By:

(Handwritten signature)

Attest:

(Handwritten signature)

By:

(Type or print name)

Title:

(Corporate Secretary or Assistant Secretary)

Street Address:

\_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

License No.: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

## SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM

### PART 1 - GENERAL

#### 1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

#### 1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including any voluntary alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF SECTION

## SECTION 005100 - NOTICE OF AWARD

### PART 1 - GENERAL

#### 1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Bidder's Address: \_\_\_\_\_.
- C. Project Name: Guardrail Improvements for Genesee County Jail
- D. Project Location: 1002 Saginaw Street, Flint, MI 48502
- E. Owner: Genesee County Department of Corrections
- F. Architect: Abonmarche Byce, 306 S. Kalamazoo Mall, Michigan 49007, (269) 381-6170.
- G. Architect Project Number: AB # 24-1160

#### 1.2 NOTICE OF AWARD OF CONTRACT

- A. Notice: The above Bidder is hereby notified that their bid, dated \_\_\_\_\_ for the above Contract has been considered and the Bidder is hereby awarded a contract for Genesee County Jail as described in Section 001116 Invitation to Bid.
- B. Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
- C. Contract Sum: The Contract Sum is \_\_\_\_\_ dollars (\$\_\_\_\_\_).

#### 1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within **10** days of the above date of issuance of the Notice:
  - 1. Deliver to Owner **three** sets of fully executed copies of the Contract Documents.
  - 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
  - 1. Within **10** days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.



1.4 NOTIFICATION

A. This Notice is issued by:

Owner:

Authorized Signature:

(Handwritten signature)

Signed By:

(Type or print name)

Title:

(Owner/Partner/President/Vice President)

END OF SECTION 005100

## SECTION 006000 – PROJECT FORMS

### PART 1 - GENERAL

#### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."

#### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docsurchases@aia.org](mailto:docsurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
  - 1. Form for Requests for Information (RFIs): See attached Byce RFI form
  - 2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  - 3. Change Order Form: AIA Document G701, "Change Order."
  - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  - 5. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:
  - 1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
  - 2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
  - 3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
  - 5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF SECTION

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Work restrictions.
  - 5. Specification and drawing conventions.

#### 1.3 PROJECT INFORMATION

- A. PROJECT
  - 1. Project Identification: Guardrail Improvements for Genesee County Jail
  - 2. Project Location: 1002 Saginaw Street, Flint, MI 48502
- B. Owner:
  - 1. Owner's Representative: Bill Chapman facility and operations supervisor, Genesee County Facilities and operations department, 810-257-3001
- C. Architect: Abonmarche Byce, 306 S. Kalamazoo Mall, Kalamazoo, Michigan 49007, (269) 381-6170

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
- B. Type of Contract
  - 1. Project will be constructed under a single prime contract, excluding Owner provided items.

#### 1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- C. The scope of project is to replace existing guardrail for 8 detention pods on spread out on 4 floors. Work can only be performed at one pod at a time, once completed the next pod can start renovation. The county can only have one pod available at one time. the rest of the detention pods are occupied.
- D. Retain first "Limits" Subparagraph below on projects where necessary to describe areas of a site where work is permitted. Expand to indicate areas of site where incursions are forbidden under any circumstances. See Evaluations for model text.

## 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than two (2) days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.

## 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue, through Construction Manager, supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect or General Contractor will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect or General Contractor are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

END OF SECTION

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703 .
  - 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

- 1) Labor.
- 2) Materials.
- 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- B. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- C. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- D. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Submittal schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. List of Contractor's principal consultants.
  7. Copies of building permits.
  8. Initial progress report.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
- G. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.



2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

END OF SECTION

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 PERMITS

- A. State Bureau of Fire Services:
  - 1. Architect will submit for plan review, owner to pay for permit
  - 2. Construction Manager will pull permit for inspection
  - 3. Subcontractor Sprinkler System will apply, pull permit, and pay for permit
- B. Local inspection Agency:
  - 1. Construction Manager will pull permits and pay for inspection permits

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

4. Notify Architect and Owner at least two days prior to scheduled tests and inspections.
5. Notify Architect and Owner of any unscheduled, drop-in tests and inspections immediately.
6. Contractors Representative to accompany testing and/or inspection agency while on Project Site.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Indicate required installation sequences.
    - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect and Construction Manager.
  6. RFI number, numbered sequentially.

7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

## 1.8 PROJECT MEETINGS

- A. General: meetings and conferences at Project site unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, General Contractor, and Architect, within three days of the meeting.
- B. Preconstruction Conference: a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of record documents.
    - l. Use of the premises and existing building.
    - m. Work restrictions.
    - n. Working hours.
    - o. Owner's occupancy requirements.
    - p. Responsibility for temporary facilities and controls.

- q. Procedures for moisture and mold control.
  - r. Procedures for disruptions and shutdowns.
  - s. Construction waste management and recycling.
  - t. Parking availability.
  - u. Office, work, and storage areas.
  - v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - y. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

END OF SECTION

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 REPORTS

- A. Monthly Construction Reports: Prepare a monthly construction report recording the following information concerning events at Project site:
  - 1. Construction Work Change Directives received and implemented.
  - 2. Services connected and disconnected.
  - 3. Equipment or system tests and startups.
  - 4. Partial completions and occupancies.
  - 5. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

END OF SECTION

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.3 DEFINITIONS

- A. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- B. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow (10) business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow (10) ten business days for review of each resubmittal.
  4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow (10) business days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item. File size shall be limited to 20MB.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
- D. Options: Identify options requiring selection by Architect.



- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project. **Email submittals are not accepted.**
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Submit Product Data in the following format:
    - a. PDF electronic file and editable AutoCAD format.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file and editable AutoCAD format.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. The sample selection will be made on site at the OAC meeting. Samples are to be retained contractor for selection at on site meeting and not forward to architect for selections
  2. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  3. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  4. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.

4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

- B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- C. Submittals not required by the Contract Documents may be returned by the Architect without action.

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings:
  1. Indicate manufacturer and model number of individual components.
  2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.6 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.



- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Owner, Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Owner, Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, or as indicated in individual Specification Sections, and as follows:
1. Notify Architect and Owner at least two days prior to scheduled tests and inspections.
  2. Notify Architect and Owner of any unscheduled, drop-in tests and inspections immediately.
  3. Contractors Representative to accompany testing and/or inspection agency while on Project Site.
  4. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  5. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  6. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  7. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Owner's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

## END OF SECTION

24-1160 Guardrail Improvements for Genesee County Jail  
Genesee County  
3-11-2025

QUALITY REQUIREMENTS  
014000 - 6

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

#### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units is not allowed on site.
- B. field office will be in each pod during the construction period of each pod.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: contractor will be allowed to use one toilet facilities and will be responsible for toilet paper and cleaning of facility. All other toilet facilities will be blocked off.
- C. Electric Power Service: allowed to use facility general outlets for power.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

END OF SECTION

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

#### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:
  - 1. Schedule delivery for same day installation where possible.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store materials in a manner that will not endanger Project structure.
  - 2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 3. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 5. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
2. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered .
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

PART 3 - EXECUTION (Not Used)



## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of mechanical, electrical systems, and other construction affecting the Work.

END OF SECTION

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.

#### 1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

END OF SECTION

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Locations and depths of underground utilities.
    - b. Changes made by Change Order or Construction Change Directive.
    - c. Changes made following Architect's written orders.

### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The Work of this Section Includes:
  - 1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

#### 1.5 FIELD CONDITIONS

- A. Owner will not occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
  - 1. It is not expected that hazardous materials will be encountered in the Work.
    - a. Hazardous materials will be removed by Owner before start of the Work.
    - b. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site sale of removed items or materials is not permitted.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.

### 3.2 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.

#### 3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

#### 3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION



## SECTION 055963 - DETENTION ENCLOSURES

### PART 1 - GENERAL

#### 1.1 COORDINATION

- A. Coordinate installation of anchorages for detention enclosures. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for detention enclosures.
- B. Shop Drawings: For detention enclosures.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Indicate location, plan, and dimension of each detention enclosure.

#### 1.3 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of construction contiguous with detention enclosures by field measurements before fabrication.

### PART 2 - PRODUCTS

#### 2.1 WOVEN-ROD-MESH ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Kane Innovations or equal.
- B. **Rods Security Fencing:** Woven rod panels shall be fabricated from double crimped, low carbon, mild steel 1/4" diameter rods, woven with 2" open space.
- C. **Rods No Climb Fencing:** Woven rod panels shall be fabricated from double crimped, low carbon, mild steel 9 gauge diameter rods, woven with 3/8" open space.
- D. Main Framing: Formed from 1-3/4-by-2-1/2-inch built-up tubular steel consisting of an open channel with fixed concealment plates.
  - 1. Open Channel: Formed from 12 gauge thickness steel sheet or channel with individual slots along inner edges to support woven-rod panels.
- E. Braces: Formed from same material as main framing.
- F. Perimeter Angle: Perimeter angle shall be a formed angle 1 3/4"x 2 1/4" of not less than 12 gauge sheet steel. Flat plate shall be 1 3/4" of not less than 12 gauge steel sheet. Angle & flat plate provided in stock lengths with factory punched 1/4" diameter holes approximately 12" on center for attachment to structure.

- G. Materials:
1. Tool-Resisting-Steel Round Rods: Rods fabricated from material with same chemical and physical properties as tool-resisting-steel round bars.
  2. Steel Tubing: ASTM A501/A501M or ASTM A513/A513M, Type B unless otherwise indicated.
- H. Finishes:
1. Interior Locations:
    - a. Steel Baked-Enamel or Powder-Coat Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 2 mils.
      - 1) Color: custom colors satin finish, each floor level has a different color, Red, Green, Blue and light gray.

## 2.2 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Coordinate dimensions and attachment methods of detention enclosures with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.
- C. Shear and punch metals cleanly and accurately. Remove burrs.
- D. Form and grind edges and corners to be free of sharp edges or rough areas.
- E. Form metal in maximum lengths to minimize joints. Form sheet-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- F. Weld corners and seams continuously to comply with referenced AWS standard and the following:
1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Obtain fusion without undercut or overlap.
  3. Remove welding flux immediately.
  4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  5. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure detention enclosures rigidly in place and to support indicated loads. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.

- H. Cut, reinforce, drill, and tap detention enclosures as indicated to receive hardware, security fasteners, and similar items.
- I. Form exposed work true to line and level with accurate angles, surfaces, and straight sharp edges.
- J. Form exposed connections with hairline joints flush and smooth using concealed fasteners where possible. Use exposed security fasteners of type indicated or, if not indicated, flat-head (countersunk) security screws. Locate joints where least conspicuous.

### 2.3 FABRICATION OF WOVEN-ROD-MESH ASSEMBLIES

- A. Main Framing: Before inserting woven-rod panels, weld and grind smooth corners of open channel elements. Fabricate partitions taller than 12 feet from multiple panels stacked on top of one another.
- B. Woven-Rod Panels: Insert panels symmetrically in main framing. Extend end of each rod at least 1 inch into main framing and, from inside of channel, weld into each slot where it contacts main framing.
- C. Concealment Plates: Weld plates to main framing with minimum 1 inch welds at minimum 10 inches o.c., staggered side to side and ground smooth, to form a fully enclosed tubular steel frame.
- D. Anchor Clips: For each enclosure panel, weld one anchor clip to secure side of main framing in line with vertical framing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention enclosures.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention enclosure connections before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention enclosures.
- D. Inspect built-in and cast-in anchor installations, before installing detention enclosures, to verify that anchor installations comply with requirements. Prepare inspection reports.
  - 1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
  - 2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.
- E. Verify locations of detention enclosures with those indicated on Shop Drawings.

- F. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install detention enclosures plumb, rigid, properly aligned, and securely fastened in place, complying with manufacturer's written recommendations.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing detention enclosures to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.
- C. Cutting, Fitting, and Placement: Obtain manufacturer's written approval for cutting, drilling, and fitting required for installing detention enclosures. Set detention enclosures accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- D. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

### 3.3 INSTALLATION OF WOVEN-ROD-MESH ASSEMBLIES

- A. Floor Anchorage: Fasten anchor clips to floor with 3/8-inch- diameter bolts with double-expansion shields.
- B. Wall and Ceiling Anchorage: Anchor continuous angle to walls and ceilings with 3/8-inch-diameter, security-type, double-expansion anchor bolts with "break-off" heads.
- C. Provide additional field bracing as shown or as necessary for rigid, secure installation.

### 3.4 FIELD QUALITY CONTROL

- A. Remove and replace detention work if inspections indicate that work does not comply with specified requirements. Remove malfunctioning units; replace with new units.

### 3.5 CLEANING AND PROTECTION

- A. Touchup Painting:
  - 1. Immediately after erection, clean bolted connections and abraded areas of shop paint, and paint exposed areas with same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

END OF SECTION

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

### PART 2 - PRODUCTS

#### 2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

#### 2.2 SECURITY SEALANTS

- A. Maximum Security Sealant: Semi-rigid, two-part, high-solids, high modulus epoxy resin compound. Highly abrasion resistant with "pick-proof" properties.
  - 1. Dynapoxy EP-1200 Epoxy Adhesive/Sealant by Pecora or Unitex Pro Flex Gel.
    - a. Elongation Capability: 0.
    - b. Service Temperature Range: -20 to +180 degrees F.
    - c. Shore A Hardness: 95.
    - d. Pencil hardness of 4H

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

### 3.2 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION

## SECTION 099600 - HIGH-PERFORMANCE COATINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
  - 1. Interior Substrates:
    - a. Steel.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Coatings: 1 gal. of each material and color applied.

#### 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Final approval of color selections will be based on mockups.
- B. Samples for Verification: For each type of coating system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

## 1.7 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Behr Process Corporation.
  - 2. Benjamin Moore & Co.
  - 3. Devoe Paint Company; Akzo Nobel.
  - 4. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
  - 5. Sherwin-Williams Company (The).
- B. HIGH-PERFORMANCE COATINGS Steel Substrates
- C. Basis of Design:
  - 1. Sherwin Williams: B73-300 Pro Industrial water based catalyzed epoxy
    - a. Prime Coat: Primer, to be compatible with topcoat
    - b. Satin finish
    - c. Pencil Hardness: Method, ASTM D3363, Result 6H
- D. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- E. Colors: each floor level will be a different color to match prefinished security fencing finish. Red, Green, Blue and Light Gray.
- F. Scope: Paint the existing stairs, guardrails and handrails
- G. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
  - 3. Products shall be of same manufacturer for each coat in a coating system.
- H. VOC Emissions: For field applications inside the building, wall paints shall contain no more than half of the chronic REL of VOCs when tested according to the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." The building concentration of formaldehyde shall not exceed half of the indoor recommended exposure limit or 33 mcg/cu. m and that of acetaldehyde shall not exceed 9 mcg/cu. m.



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
  - 2. Sand existing finish paint to a smooth surface that is compatible with new primer and epoxy.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

### 3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for coating and substrate indicated.
  - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

#### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.
  - a.

END OF SECTION

## SECTION 212300 - FIRE SUPPRESSION SYSTEMS

### PART 1 - GENERAL

#### 1.1 REFERENCES/REGULATORY REQUIREMENTS

- A. UL 300.
- B. NFPA 17A - Standard on Wet Chemical Extinguishing Systems.
- C. All Applicable Local and State Codes and Standards.

#### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store and protect products to prevent damage and exposure to moisture.

### PART 2 - PRODUCTS

#### 2.1 WET AGENT FIRE SUPPRESSION SYSTEMS

PART 3 - The system is existing and maybe in conflict with proposed security fencing. the design is to be verified by the fire suppression contractor that the system complies and proposes corrective measure if needed. EXECUTION

#### 3.1 INSTALLATION

- A. General Requirements:
  - 1. The Contractor shall have a minimum of five (5) years' experience in the installation of the described work within this specification section.
  - 2. Remove all scale, rust, dirt, oils, stickers and thoroughly clean exterior of all bare metal exposed piping, hangers, and accessories in preparation to be painted.
- B. Piping Requirements:
  - 1. All internal surfaces of piping shall be cleaned thoroughly. After installation, piping to be flushed with water and nitrogen purged to remove any debris.
  - 2. All piping to be secured with UL listed pipe hangers. Hanger spacing per fire suppression system manufacturer's recommendations.
- C. Nozzle Requirements:
  - 1. Discharge nozzle placement per fire suppression system manufacturer's recommendations.

END OF SECTION

**ITB #25-441 GUARDRAIL IMPROVEMENTS FOR GENESEE COUNTY JAIL  
DUE 2:00 P.M. (EST), WEDNESDAY, APRIL 16, 2025**

COMPANY		Corrigan Construction	E & L Construction				
Signed Signature Page		X	X				
Signed Insurance Checklist		X	X				
References		X	X				
Familial Relationship Sworn Statement		X	X				
Sworn and Notarized Affidavit of Compliance		X	X				
Statement of Exceptions		X	X				
Cost Bid Form		x	X				
Work Plan		X	X				
Business Organization		X	X				
Labor Requirements		X	X				
Statement of Project		X	X				
Description of Company's Safety Program		X	X				
Bid Bond		X	X				
Lawsuits Last 5 years		x	X				
Additional Information if applicable		x	X				
Attended Pre-Bid Meeting		x	X				
Cost	\$	\$ 1,878,705.00	\$ 2,074,000.00	\$	\$	\$	\$
	1O – 1C	1O – 1C	1O – 1C	1O – 1C	1O – 1C	1O – 1C	1O – 1C

This is a draft tabulation. Entries are recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

ATTENDEES @ BID OPENING – PRINT YOUR NAME AND COMPANY: