



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: EJT

CONTRACT NUMBER:006093

Event # 004945

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$13,000,000.00		Effective Date: 7/1/2020	Expiration Date:6/30/2023
Contract Description:	E-Water/Sewer Tap/Rep -M-COOP		
Contractor Information:		Contract Administrator:	
D ANGELO BROTHERS PO Box 531330 Livonia, MI 48153 Vendor No: 763		Robert D Angelo D ANGELO BROTHERS 248/444-3861 rob@dangelo-brothers.com	
Compliance Purchasing Office Information:		County Contract Administrator and Using Department:	
Edward Tucker OAKLAND COUNTY 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Ben Lewis OAKLAND COUNTY WRC One Public Works Drive Waterford, MI 48328 (248) 858-1539 lewisbe@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

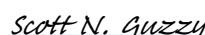
SIGN: 
Robert D'Angelo (Jul 22, 2020 05:52 EDT)

FOR THE COUNTY:

SIGN: 
Ben Lewis (Jul 22, 2020 06:34 EDT)

Contract Administrator

cjs

SIGN: 
Scott N. Guzy (Jul 22, 2020 07:10 EDT)

Pamela L. Weipert, CPA, CIA, Compliance Officer
or

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.

- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. ☐ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability Act (HIPPA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.

- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website:
<https://e-verify.uscis.gov/enroll>.
- 1.18. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **“Purchase Order”** means the County’s written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work,

Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

County's Obligations Upon Termination. The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.3. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the

Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

- 4.4. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost, fee, fine, penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or

welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 6.13. **Taxes.**
- 6.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.

- 6.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 6.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract.
- 6.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 6.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§7. LIABILITY

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- §8. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§9. INTELLECTUAL PROPERTY

- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 9.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§10. CONFIDENTIAL INFORMATION

- 10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and

Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

- §11. COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in in Exhibit II (HIPPA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 11.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

- 11.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **County Standards.** If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 12.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 12.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.
- §13. GENERAL TERMS AND CONDITIONS**
- 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any

County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.

- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
- 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance

of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters;

(c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

13.18. **Notices.**

13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages – As Needed

1. ☐ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2. ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or provided by Contractor.
5. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when storage, transportation and/or cleanup & debris removal of pollutants are part of the services utilized.
6. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
7. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when County owned vehicles and/or equipment are stored and/or serviced at the Contractors facilities.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT (Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** "Business Associate" means the Contractor.
 - 1.2 **CFR.** "CFR" means the Code of Federal Regulations.
 - 1.3 **Contract.** "Contract" means the document with the Purchasing Contract Number.
 - 1.4 **Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.
 - 1.5 **Covered Entity.** "Covered Entity" means the County of Oakland as defined in the Contract.
 - 1.6 **Designated Record Set.** "Designated Record Set" is defined in 45 CFR 164.501.
 - 1.7 **Electronic Health Record.** "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
 - 1.8 **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
 - 1.9 **HITECH Amendment.** "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
 - 1.10 **Individual.** "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
 - 1.11 **Privacy Rule.** "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 1.12 **Protected Health Information.** "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.13 **Required By Law.** "Required By Law" is defined in 45 CFR 164.103.

- 1.14 **Secretary.** “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** “Security Incident” is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** “Security Rule” means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.
- 2.6 Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1 If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, “discovery” means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable

diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

- 2.6.2 Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3 Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4 Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7 Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.

- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

§3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. Business Associate may use and disclose PHI as set forth in this Section.

- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as

Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.

- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return, or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment.
- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII (Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. **DEFINITIONS**

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII** (Personally Identifiable Information) means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. **OBLIGATIONS**

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the County shall include the

following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA (Criminal Justice Information Security)

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

1. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
 - 1.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
 - 1.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
2. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
3. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - 3.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");

- 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
4. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
5. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 5.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.7 The Contractor will include the portion of the sentence immediately preceding paragraph E (1) and the provisions of paragraphs E (1) through E (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically:

The Mark may be used on: (Applicable if Checked):

- ☐ Printed materials
- ☐ Electronic materials
- ☐ Contractor's website: [insert website address].

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS


PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.


However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



BRAND COLORS


The primary Oakland County logos use the following brand colors.

Color	PMS	CMYK	RGB	HEX
Destination Oakland Blue	347	84, 15, 78, 2	0, 154, 102	#009A66
Prosper Orange	715	CMYK 0.54/07.0	RGB 245, 141, 48	
Black C		0.0, 0.100	0.0, 0.0	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.


Destination Oakland Blue

PMS 347 | CMYK 84, 15, 78, 2 | RGB 0, 154, 102







Prosper Orange

PMS 715 | CMYK 0.54/07.0 | RGB 245, 141, 48




LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.

WHITE SPACE


A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com



Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of
(Name of Contractor's Company): _____

(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

**Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office - Purchasing Unit at Purchasing@oakgov.com to receive a County Identification badge.*

EXHIBIT IX
SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

WATER SYSTEM MAINTENANCE-REPAIR AND WATER TAPS

I. Background

The Oakland County Water Resources Commissioner's office (WRC) Water Maintenance Unit operates and maintains 20 water systems within 14 municipalities which provide water service to approximately 60,000 accounts. These systems make up about 14,000 hydrants, 17,000 valves and 1,300 miles of watermain.

WRC averaged approximately 148 water main breaks annually from 2015 through 2019. WRC averaged approximately 550 new service connections annually from 2015 through 2019.

Communities with Well Water Systems Operated and Maintained by WRC

- Highland Township
- Oakland Township
- Oxford Township
- Springfield Township (Bavarian Softwater Only)

GLWA Water Systems Operated and Maintained by WRC

- Bingham Farms
- Beverly Hills (Emergencies Only)
- Bloomfield Hills
- Commerce Township (including portions of the Village of Wolverine Lake)
- Farmington Hills
- Keego Harbor
- Orchard Lake
- Pontiac
- Royal Oak Township
- Walled Lake

II. General Scope of Services

The purpose of this Request for Proposal (RFP) is to solicit professional firms (Contractors) for detailed proposals to perform the expected work. A quality-based selection process will be used for evaluating proposals, whereby the Contractors will be rated on the basis of their responses to the RFP by a Review Committee as one of the contractors most qualified to perform this work.

Contractor prices are required to remain firm for three years from the date of the signed contract. The overall contract may be extended to five years.

Contractor will construct water service connections, furnishing all labor, equipment and materials, that include pressure connections to water mains using corporation, water service conduit, curb stop, stop box, and specified saddles where required by the County. Contractor will provide all labor and equipment to repair broken water mains, stop boxes, valves and hydrants as directed by WRC, in accordance with American Water Works Association and WRC standards and specifications. The Contractor will replace lead service lines as directed by WRC. Contractor must adhere to all local, county and state construction and safety standards, including but not limited to MIOSHA standards, Road Commission for Oakland County standards, Michigan Department of Transportation standards, confined space standards, WRC soil erosion standards, traffic control standards, etc. WRC "Water Service Connection Regulations (DC-304)" are attached.

The contractor shall provide equipment, materials and labor for all other water system maintenance and repairs that may include, but is not limited to, hydrant replacement, valve repair/replacement, water line repair/replacement, water tap disconnection and any other water system maintenance as designated by WRC at the hourly rates for labor, equipment and material cost.

The Contractor shall be on 24-hour call with all necessary manpower, equipment and material to perform all types of water maintenance work.

Water System Maintenance-Repair and Water Taps Measurement and Payment

Regular time is defined to match the working hours of the department that assigned the work.

Time and material charges apply when the situation is outside of normal operations as identified by WRC field personnel and approved by WRC Supervisor. Examples include but are not limited to other utilities in the excavation, unable to locate the stopbox, or multiple live or abandoned stopboxes for an address.

Taps – Contract Lines 1-24

Taps are made as directed by WRC. A flat fee (base cost) will be used when the field conditions are representative of the standard tap scenario identified in WRC service detail standard. When conditions are outside the standard tap scenario, add-on costs will be considered based on adequate documentation and supervisor approval. If conditions are outside the standard tap scenario the work may be performed on a time and material basis with adequate documentation and supervisor approval. If work is done on a time and material basis, the standard tap charge base costs will not be applied.

Base costs for taps are determined by size of tap, length of run, service line material.

Add-on costs will be considered for the following circumstances.

- 1) Runs over 60' long (line 3, line 6, line 9, line 12, line 15, line 18, and line 21)
- 2) Frost depth (line 25)
- 3) Depth of watermain (line 22)
- 4) Saddle to be added when tap is made on: AC pipe, HDPE pipe, pre-stressed concrete, 16" or larger DI pipe, any 1 ½" or 2" tap. Saddle pricing is included in lines 76 - 105.
- 5) Taps in pavement (Taps in pavement may have additional material or equipment including dump truck, air compressor, compacting trench, etc. Contractor will notify WRC for preapproval when extras are required.)
- 6) Directional drilling (line 23)
- 7) Silt fence (line 26)
- 8) Traffic control (line 27)
- 9) Trench box (line 28)

All material will be compliant with lead free regulations (NSF 372 and NSF 61-G) as applicable.

If the customer's existing service line is in place, and properly marked, at the time the tap is made, the contractor will connect the customer's private service line to the stop box.

Restoration is not included in this unit pricing. Restoration is not typically performed on short taps unless directed by WRC and will be paid under a separate line item. Restoration is performed on long taps.

1. Base Cost – 3/4" Type "K" Copper Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 3/4" diameter copper service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

2. Base Cost – 3/4" Type "K" Copper Water Tap Long Run 31' - 60'

This item shall be paid at the contract unit price to install 3/4" diameter copper service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

3. Add-on – 3/4" Type "K" Copper Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

4. Base Cost – 1" Type "K" Copper Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 1" diameter copper service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

5. Base Cost – 1" Type "K" Copper Water Tap, Long Run, 31' - 60'

This item shall be paid at the contract unit price to install 1" diameter copper service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

6. Add-on – 1" Type "K" Copper Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

7. Base Cost – 1-1/2" Type "K" Copper Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 1 1/2" diameter copper service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

8. Base Cost 1-1/2" Type "K" Copper Water Tap, Long Run, 31' - 60'

This item shall be paid at the contract unit price to install 1 1/2" diameter copper service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop,

curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

9. Add-on 1-1/2" Type "K" Copper Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

10. Base Cost – 2" Type "K" Copper Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 2" diameter copper service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

11. Base Cost – 2" Type "K" Copper Water Tap, Long Run, 31' - 60'

This item shall be paid at the contract unit price to install 2" diameter copper service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, copper piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

12. Add-on – 2" Type "K" Copper Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

13. Base Cost – 1" HDPE Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 1" diameter HDPE service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

14. Base Cost – 1" HDPE Water Tap, Long Run, 31'- 60'

This item shall be paid at the contract unit price to install 1" diameter HDPE service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

15. Add-on – 1" HDPE Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

16. Base Cost – 1-1/2" HDPE Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 1 1/2" diameter HDPE service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop,

stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

17. Base Cost 1-1/2" HDPE Water Tap, Long Run, 31' - 60'

This item shall be paid at the contract unit price to install 1 1/2" diameter HDPE service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

18. Add-on – 1-1/2" HDPE Water Tap, 60'+

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

19. Base Cost – 2" HDPE Water Tap, Short Run, <30'

This item shall be paid at the contract unit price to install 2" diameter HDPE service up to 30 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop, stainless steel rod and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

20. Base Cost – 2" HDPE Water Tap, Long Run, 31' - 60'

This item shall be paid at the contract unit price to install 2" diameter HDPE service between 31- 60 feet for each water service connected to the water main. All labor is included as necessary. Material pricing includes proper backfill material, HDPE piping, corporation stop, curb stop and stop box. Saddles are not included. Equipment pricing includes all required equipment except when taps are made in the pavement.

21. Add-on – 2" HDPE Water Tap, 60' +

This item shall be added to the tap price on a per foot basis when the length is greater than 60'. Contractor shall field measure.

22. Add-on – Taps - 12' depth

This item shall be added when tapping watermain 12' in depth or greater. Item includes labor, materials, and equipment related to larger than normal depth. This item is charged per tap.

23. Add-on – Directional Drilling to install service lead where squeeze boring does not work.

Contractor may use directional drilling to minimize disruption, when distance is greater than 60 feet, utility conflict, site constraints, and other issues approved by WRC Supervisor. Cost is charged per foot of service line. Cost is in addition to cost of tap. Cost includes labor, equipment, and material associated with directional drilling.

24. Add-on – Tap Prestressed Concrete Water Main Pipe (per tap) in addition to material, equipment, and normal labor.

This item shall be added each time contractor taps concrete watermain in addition to material, equipment, and labor costs. This item is charged per tap. Item includes additional fill material, placement, and haul out.

25. Add-on – Dig through Frost (per tap) when additional equipment is necessary.

This item shall be added each time contractor digs to make a tap and the frost makes additional equipment necessary. Price is per each tap.

26. Add-on – Installation of Silt Fence

This item is charged per foot. Price includes material, and equipment to install silt fence as required.

27. Add-on – Traffic Control (per MDOT standards)

This item is charged per job. Price includes materials, equipment for transport, installation and cleanup of all required traffic control. To be used as directed by WRC when working on appropriate streets.

28. Add-on - Trench Box – Water tap excavation stabilization

This item is charged per job. Price includes materials, equipment for transport, installation and cleanup of trench box. It shall be used when site conditions require. WRC to verify that equipment was installed.

29. Sheeting and Shoring

This item is charged per job. Price includes materials and equipment for transport, installation and cleanup of all required sheeting and shoring. WRC to verify that equipment was installed.

30. Backhoe w/ Operator, Regular Time

This item is charged per hour the equipment is onsite. Regular time is defined as during the normal working hours of the department who assigned the work

31. Backhoe w/Operator, Overtime

This item is charged per hour the equipment is onsite. Overtime is defined as outside the normal working hours of the department who assigned the work.

32. Labor, One Man, Regular Time

This item is charged per hour the personnel are onsite. Regular time is defined as during the normal working hours of the department who assigned the work.

33. Labor, One Man, Overtime

This item is charged per hour the personnel are onsite. Regular time is defined as during the normal working hours of the department who assigned the work

34. Compressor w/ Air Hammer or Spade and Hydraulic Concrete Breaker, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

35. Generator, min 5000 watt, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

36. Pump, up to 3", 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

37. Lights, 4-500 watt Halogen, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

38. Rock Drill

This item is charged per hour the equipment is onsite.

39. Electric Hammer (per job)

This item is charged per job. No labor is included.

40. Grinder (per job)

This item is charged per job. No labor is included.

41. Power Saw (per job)

This item is charged per job. No labor is included.

42. Dump Truck, up to 30 cubic yards, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

43. Front End Loader and Operator, up to 3 cubic yard bucket, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite.

44. Excavator and Operator, greater than 28,000 pounds, up to 2 Cubic yards, 24/7, weekends, holidays

This item is charged per hour the equipment is onsite. The operator is included.

45. Mobilize Equipment greater than 28,000 pounds, 24/7, weekends, holidays

This item is charged as a flat fee.

46. Emergency Traffic Control (sub-contractor) - To be determined by WRC, invoice to be submitted, Cost Plus:

Emergency traffic control to be supplied by contractor with receipt and a cost plus fee to be added.

47. Emergency Maintenance (sub-contractor) To be determined by WRC, Invoice to be submitted, Cost Plus:

Emergency traffic control to be supplied by contractor with receipt and a cost plus fee to be added.

48. 3/4" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

49. 1" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

50. 1-1/2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

51. 2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

52. 1-1/2" Brass Compression Fitting, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

53. 2" Brass Compression Fitting, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

54. 1" x 3/4" Brass Reducer, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

55. 12" A.C. x 12" DIP Coupling

This item is for material only. No labor is included.

56. 3/4" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for pipe only. No labor is included.

57. 1" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for pipe only. No labor is included.

58. 1-1/2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for pipe only. No labor is included.

59. 2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for pipe only. No labor is included.

60. 3/4" HDPE Pipe

This item is for pipe only. No labor is included.

61. 1" HDPE

This item is for pipe only. No labor is included.

62. 1-1/2" HDPE

This item is for pipe only. No labor is included.

63. 2" HDPE

This item is for pipe only. No labor is included.

64. 3/4" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

65. 3/4" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

66. 1" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)

This item is for material only. No labor is included.

- 67. 1" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)**
This item is for material only. No labor is included.
- 68. 1-1/2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)**
This item is for material only. No labor is included.
- 69. 1-1/2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)**
This item is for material only. No labor is included.
- 70. 2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)**
This item is for material only. No labor is included.
- 71. 2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)**
This item is for material only. No labor is included.
- 72. 6' Curb Box (including stop box and stainless steel rod)**
This item is for material only. No labor is included.
- 73. Big Base for 1-1/2" and 2" Curb Stop**
This item is for material only. No labor is included.
- 74. 6" x 1" Brass Saddle**
This item is for material only. No labor is included.
- 75. 6" x 1-1/2" Brass Saddle**
This item is for material only. No labor is included.
- 76. 6" x 2" Brass Saddle**
This item is for material only. No labor is included.
- 77. 8" x 1" Brass Saddle**
This item is for material only. No labor is included.
- 78. 8" x 1-1/2" Brass Saddle**
This item is for material only. No labor is included.
- 79. 8" x 2" Brass Saddle**
This item is for material only. No labor is included.
- 80. 12" x 1" Brass Saddle**
This item is for material only. No labor is included.
- 81. 12" x 1-1/2" Brass Saddle**
This item is for material only. No labor is included.
- 82. 12" x 2" Brass Saddle**
This item is for material only. No labor is included.

83. 16" x 1" Brass Saddle

This item is for material only. No labor is included.

84. 16" x 1-1/2" Brass Saddle

This item is for material only. No labor is included.

85. 16" x 2" Brass Saddle

This item is for material only. No labor is included.

86. 20" x 1" Brass Saddle

This item is for material only. No labor is included.

87. 20" x 1-1/2" Brass Saddle

This item is for material only. No labor is included.

88. 20" x 2" Brass Saddle

This item is for material only. No labor is included.

89. 8" x 1" HDPE Saddle

This item is for material only. No labor is included.

90. 8" x 1-1/2" HDPE Saddle

This item is for material only. No labor is included.

91. 8" x 2" HDPE Saddle

This item is for material only. No labor is included.

92. 10" x 1" HDPE Saddle

This item is for material only. No labor is included.

93. 10" x 1-1/2" HDPE Saddle

This item is for material only. No labor is included.

94. 10" x 2" HDPE Saddle

This item is for material only. No labor is included.

95. 12" x 1" HDPE Saddle

This item is for material only. No labor is included.

96. 12" x 1-1/2" HDPE Saddle

This item is for material only. No labor is included.

97. 12" x 2" HDPE Saddle

This item is for material only. No labor is included.

98. 14" x 1" HDPE Saddle

This item is for material only. No labor is included.

99. 14" x 1-1/2" HDPE Saddle

This item is for material only. No labor is included.

100. 14" x 2" HDPE Saddle

This item is for material only. No labor is included

101. 16" x 1" HDPE Saddle

This item is for material only. No labor is included.

102. 16" x 1-1/2" HDPE Saddle

This item is for material only. No labor is included.

103. 16" x 2" HDPE Saddle

This item is for material only. No labor is included.

104. Material Not included in Unit Price - Purchase invoice to be submitted, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G) As Applicable, Cost Plus:

Material to be supplied by contractor with receipt and a cost plus fee to be added.

105. Purchase and Haul to site 6A Stone

This item is charged per ton. It includes material and equipment.

106. Purchase and Haul to site 9A Stone

This item is charged per ton. It includes material and equipment.

107. Purchase and Haul to site Pea Gravel

This item is charged per ton. It includes material and equipment.

108. Purchase and Haul to site 21 AC Sand

This item is charged per ton. It includes material and equipment.

109. Purchase and Haul to site 21AA Crushed Concrete

This item is charged per ton. It includes material and equipment.

110. Purchase and Haul to site 21AA MDOT Limestone

This item is charged per ton. It includes material and equipment.

111. Purchase and Haul to site Class II MDOT Sand

This item is charged per ton. It includes material and equipment.

112. Purchase and Haul to site Asphalt Cold Patch

This item is charged per ton. It includes material and equipment.

113. Material Haul-In

This item shall include hauling of base and backfill materials to either storage yard either by the contractor. This item is charged per ton. Receipts and load tickets shall be submitted and a cost plus fee shall be added.

114. Material Haul-In (Sub-contractor)

This item shall include hauling of base and backfill materials to either storage yard either by a sub-contractor. This item is charged per ton. Receipts and load tickets shall be submitted and a cost plus fee shall be added.

115. Hauling and Disposal of Waste / Debris and Dirt from WRC WMU North Yard

This item is charged per cubic yard. It includes material and equipment required to a haul out and dispose of waste / debris and dirt from WRC's WMU North yard located at 522 South Opdyke Road, Pontiac, MI 48341.

116. Hauling and Disposal of Waste / Debris and Dirt from WRC WMU South Yard

This item is charged per cubic yard. It includes material and equipment required to haul out and dispose of waste / debris and dirt from WRC's WMU South yard located at 30750 8 Mile Road, Farmington Hills, MI 48336.

117. Asphalt Resurfacing Public Road - 4" deep, 5 - 15 sq yd

Includes labor, material, equipment and traffic control. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

118. Asphalt Resurfacing Public Road - 6" deep, 5 - 15 sq yd

Includes labor, material, equipment and traffic control. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

119. Concrete Resurfacing Public Road - 4" deep, 5 - 15 sq yd

Includes labor, material, equipment and traffic control. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

120. Concrete Resurfacing Public Road - 6" deep, 5 - 15 sq yd

Includes labor, material, equipment and traffic control. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

121. Driveways and Sidewalks - 4" deep, 5 - 15 sq yd

Includes labor, material, equipment and barricading as needed. Traffic control billed separately as needed. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

122. Driveways and Sidewalks - 6" deep, 5 - 15 sq yd

Includes labor, material, equipment and barricading as needed. Traffic control billed separately as needed. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

123. Concrete Curb and Gutter

Includes labor, material, equipment and barricading as needed. Traffic control billed separately as needed. As directed by WRC. Weather permitting, work is to be completed within 30 days of work order issuance.

124. Saw Cutting - ASPHALT: 4"

This item is billed per linear foot. Includes labor, material, and equipment.

125. Saw Cutting - ASPHALT: 6"

This item is billed per linear foot. Includes labor, material, and equipment.

126. Saw Cutting - ASPHALT: 7"

This item is billed per linear foot. Includes labor, material, and equipment.

127. Saw Cutting - ASPHALT: 8"

This item is billed per linear foot. Includes labor, material, and equipment.

128. Saw Cutting - ASPHALT: 9"

This item is billed per linear foot. Includes labor, material, and equipment.

129. Saw Cutting - ASPHALT: 10"

This item is billed per linear foot. Includes labor, material, and equipment.

130. Saw Cutting - ASPHALT: 12"

This item is billed per linear foot. Includes labor, material, and equipment.

131. Saw Cutting - ASPHALT: 14"

This item is billed per linear foot. Includes labor, material, and equipment.

132. Saw Cutting - ASPHALT: 16"

This item is billed per linear foot. Includes labor, material, and equipment.

133. Saw Cutting - CONCRETE: 4"

This item is billed per linear foot. Includes labor, material, and equipment.

134. Saw Cutting - CONCRETE: 6"

This item is billed per linear foot. Includes labor, material, and equipment.

135. Saw Cutting - CONCRETE: 7"

This item is billed per linear foot. Includes labor, material, and equipment.

136. Saw Cutting - CONCRETE: 8"

This item is billed per linear foot. Includes labor, material, and equipment.

137. Saw Cutting - CONCRETE: 9"

This item is billed per linear foot. Includes labor, material, and equipment.

138. Saw Cutting - CONCRETE: 10"

This item is billed per linear foot. Includes labor, material, and equipment.

139. Saw Cutting - CONCRETE: 12"

This item is billed per linear foot. Includes labor, material, and equipment.

140. Saw Cutting - CONCRETE: 14"

This item is billed per linear foot. Includes labor, material, and equipment.

141. Saw Cutting - Standby Time

This item is billed per linear foot. Includes labor, material, and equipment.

142. Saw Cutting - OVERTIME: (In addition to line items above)

This item is billed per linear foot. Includes labor, material, and equipment.

143. Stopbox Replace, Pavement (flat fee) – ¾" and 1" service/stop box

This item shall be paid at the contract unit price to replace stopbox in the pavement. This is non-emergency work. All labor is included as necessary. Material pricing includes stop box and stainless steel rod. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

144. Stopbox Replace, Greenbelt (flat fee) – ¾" and 1" service/stop box

This item shall be paid at the contract unit price to replace stopbox. This is non-emergency work. All labor is included as necessary. Material pricing includes stop box and stainless steel rod. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

145. Stopbox Replace, Pavement (flat fee) – 1 ½" and 2" service/stop box

This item shall be paid at the contract unit price to replace stopbox in the pavement. This is non-emergency work completed during normal working hours. All labor is included as necessary. Material pricing includes stop box and stainless steel rod, and big base. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

146. Stopbox Replace, Greenbelt (flat fee) – 1 ½" and 2" service/stop box

This item shall be paid at the contract unit price to replace stopbox in the greenbelt. This is non-emergency work. All labor is included as necessary. Material pricing includes stop box, stainless steel rod, and big base. Saw cutting, dump truck, concrete breaker, compaction, power saw,

grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

147. Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or Pavement, (flat fee) – ¾" and 1" service/stop box

This item shall be paid at the contract unit price to replace curb box, stopbox, and stainless steel rod where watermain cannot be shut down. This is non-emergency work. All labor is included as necessary. Material pricing includes HDPE piping, curb stop, union, stainless steel inserts, tracing wire, reducers, and stop box. If copper is required, bill by the foot for additional piping material costs. Saw cutting, dump truck, concrete breaker, compaction, power saw, pump, generator, grinder, excavator/backhoe and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

148. Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or pavement, (flat fee) – 1 1/2" and 2" service/stop box

This item shall be paid at the contract unit price to replace curb box, stopbox, and stainless steel rod where watermain cannot be shut down. This is non-emergency work. All labor is included as necessary. Material pricing includes HDPE piping, curb stop, union, stainless steel inserts, tracing wire, reducers, stop box, and big base. If copper is required, bill by the foot for additional piping material costs. Saw cutting, dump truck, concrete breaker, compaction, power saw, pump, generator, grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

149. After Hours or Emergency Mobilization

This item is charged per job. This item is added when work is required after normal hours or on emergency basis.

150. After Hours or Emergency Demobilization

This item is charged per job. This item is added when work is required after normal hours or on emergency basis.

151. Community Mobilization or Demobilization

This item is intended to cover the travel time to or from the yard to the community where work is being done. It would also be charged when the crew moves from one community to another community for assigned repair work. It will be charge for stopbox, hydrant, valve, or other exploratory work. It will not be charged for restoration or for taps.

152. Compacting Trench

This line item is billed per each job. It must be used when excavations are in the influence of road.

153. Sprinkler/Irrigation Systems Repair

This item is charged per repair. Material is included.

154. Sod Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil (including labor, material and equipment)

This item is charged per square foot. It includes the rough and finish grade, applying 2" of topsoil, applying sod and additional watering at time of job. Labor, material, and equipment are included. Weather permitting, work is to be completed within 30 days of work order issuance.

155. Seed Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil (including labor, material and equipment)

This item is charged per square foot. It includes the rough and finish grade, applying 2" of topsoil, applying a mulch blanket, seeding and additional watering at time of job. Labor, material, and equipment are included. Weather permitting, work is to be completed within 30 days of work order issuance.

156. Sampling Station Installation

This item is charged for each installation. It includes a 1" service line. The sampling station is not included. Restoration is not included.

157. Abandoning 2" or smaller Water Service - closing corporation stop at water main, cut/disconnect water service at main, including all materials, equipment & labor.

This item is specific to the abandoned home disconnect program in the City of Pontiac and Royal Oak Township.

158. Water service disconnect at water main in paved road. Includes saw cutting, hauling of spoils and temporary patch

This item is to be used for the abandoned home disconnect program in the City of Pontiac and Royal Oak Township.

159. Asphalt or concrete pavement restoration for water service disconnect at water main in paved road. Includes saw cutting and hauling of spoils.

This item is specific to the abandoned home disconnect program in the City of Pontiac and Royal Oak Township.

160. Disconnect, Pavement (flat fee)

This item shall be paid at the contract unit price to disconnect from either the main or the stopbox in the pavement. This is non-emergency work. All labor is included as necessary. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe,

and service truck are included. Restoration is not included. Equipment pricing includes all required equipment. The stopbox may be replaced on an as-needed basis. The curb box and big base are not included.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

161. Disconnect, Greenbelt (flat fee)

This item shall be paid at the contract unit price to disconnect from either the main or the stopbox in the greenbelt. This is non-emergency work. All labor is included as necessary. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe, and service truck are included. Restoration is not included. Equipment pricing includes all required equipment. The stopbox may be replaced on an as-needed basis. The curb box and big base are not included.

When deviating from the line item, work must be approved by Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

162. Lead Water Service Replace, Pavement (flat fee) – 1" copper service/stop box – Short Run <30 feet

This item shall be paid at the contract unit price to replace public lead service lines. This is non-emergency work. All labor is included as necessary. Material pricing includes corporation stop, copper water service, stop box and stainless-steel rod. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe and service truck are included. Equipment pricing includes all required equipment. Traffic control is included. Restoration is not included.

When deviating from the line item, work must be approved by a WRC Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

163. Lead Water Service Replace, Pavement (flat fee) – 1" copper service/stop box – Long Run 31-60 feet

This item shall be paid at the contract unit price to replace public lead service lines. This is non-emergency work. All labor is included as necessary. Material pricing includes corporation stop, copper water service, stop box and stainless steel rod. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe and service truck are included. Equipment pricing includes all required equipment. Traffic control is included. Restoration is not included.

When deviating from the line item, work must be approved by a WRC Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

164. Private Water Service Replace (flat fee) – 1” copper service - <45 feet

This item shall be paid at the contract unit price to replace private service lines. This is non-emergency work. All labor is included as necessary. Material pricing includes new copper water service through the wall or floor. Removal of pavement or sidewalks is included. Haul off of spoils, backfill with class II sand and full compaction where excavation is in pavement is included. Saw cutting, dump truck, concrete breaker, compaction, power saw, grinder, excavator/backhoe and service truck are included. Equipment pricing includes all required equipment. Concrete patching is included. Connection to meter with new inlet valve is included. Installation of new grounding cable/wire is included. Plumbing past the meter, meter, permits, restoration and repair of finished basements is not included.

When deviating from the line item, work must be approved by a WRC Supervisor.

After hours work, or emergency work, will add after hour mobilization and after hour demobilization charge.

165. Permit Fees

If work is completed and permits are required and not included in other line item descriptions, the contractor shall submit receipt and a cost plus fee shall be added.

166. Loader Time per Month

This item is to be billed monthly for loader time at WRC's WMU South yard located at 30750 8 Mile Road, Farmington Hills, MI 48336. Loader may be used by WRC employees. Material billed separately.

006093
D Angelo Brothers
Pricing

12. Submit a description of your company's business philosophy as it relates to customer care.
 13. Submit experience and qualifications relating to means and methods available to contractor to complete required services i.e. directional drilling, service line pulling, open cutting, etc.
- b. **Related Experience & References**
Submit a minimum of five municipal references of similar or like contracts held within the last five years, including;
1. Municipality
 2. Contract name
 3. Address
 4. Telephone number and e-mail address
 5. Contract description (Including details of work performed under this contract.)
 6. Total dollar amount released from contract
 7. Years under contract with municipality
- c. **Unit Prices, Prompt Payment Discount & Price Mark-Ups**
1. Complete the pricing section on attachment B
 2. Submit a labor and equipment rates table.
 3. Identify Prompt Payment Discount:
 1% % discount for invoice payment made within 15 days of invoice date.
- d. **Response Time & Business Location**
1. **Emergency Response**
Emergency response time from the initial notification by WRC until your crew is on-site at the center of the following municipalities: (This includes all appropriate equipment to perform an emergency water main repair 24 hours a day, 7 days a week.)

Municipality	Hours
Beverly Hills	59 Minutes
Bingham Farms	59 Minutes
Bloomfield Hills	59 Minutes
Commerce Township	59 Minutes
Farmington Hills	59 Minutes
Keego Harbor	59 Minutes
Highland Township	59 Minutes
Oakland Township	59 Minutes
Orchard Lake	59 Minutes
Oxford Township	59 Minutes
Pontiac	59 Minutes

Royal Oak Township	59 Minutes
Springfield Township	59 Minutes
Walled Lake	59 Minutes

2. Non-Emergency Response

Non-emergency work MAY not require immediate response to a particular site to perform various water system activities such as lawn restoration, perform a water tap, repair a hydrant, repair a gate valve, dig up a stop box, disconnect a water service, etc. Please identify below your firms not to exceed Non-Emergency Response time to perform these types of tasks. In addition, please identify the number of possible crews available for WRC associated work at any given time.

Non-Emergency Response Time	59 Minutes
Number of Crews Available	(4) Crews
Contractor's Yard Address	30750 W. 8 Mile
	Farmington Hills, MI 48336

IV. Completeness of Proposal

- The proposal shall address all items completely and thoroughly, in accordance with the format provided, and shall be signed by an officer of the firm or the team authorized to bind the Contractor to its provisions.
- The contents and commitments in the proposal shall remain firm for 45 calendar days from the RFP submittal due date.

V. Scoring and Agreement

A presentation by the bidder to the Selection Committee may be required prior to final recommendations. Final selection of a contractor is to be made by the Review Committee. The criteria for selection and award align with the response requirements listed above. The weighting of each proposal will be based on the following scoring matrix.

Evaluation Scoring Criteria	Section Weight
Pricing	20%
Qualifications and Experience	40%
Ability to Perform Required Services	30%
Response Times	10%

Water System Maintenance-Repair and Water Taps Line Items					
Line	Description	Base Price (years 1-3)	Price (Year 4)	Price (Year 5)	Unit of Measure
1	3/4" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	300	300	300	EA
2	3/4" Type "K" Copper Water Tap Long Run 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	350	350	350	EA
3	3/4" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	4	4	4	FT
4	1" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	575	575	575	EA
5	1" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	925	925	925	EA
6	1" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	14.80	14.80	14.80	FT
7	1-1/2" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	975	975	975	EA
8	1-1/2" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,400	1,400	1,400	EA
9	1-1/2" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	16	16	16	FT
10	2" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,380	1,380	1,380	EA
11	2" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,980	1,980	1,980	EA
12	2" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	19	19	19	FT
13	1" HDPE Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	550	550	550	EA
14	1" HDPE Water Tap, Long Run, 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	800	800	800	EA
15	1" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	11	11	11	FT
16	1-1/2" HDPE Water Tap, Short Run, <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	950	950	950	EA
17	1-1/2" HDPE Water Tap, Long Run, 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,350	1,350	1,350	EA
18	1-1/2" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	12	12	12	FT
19	2" HDPE Water Tap, Short Run, <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,200	1,200	1,200	EA
20	2" HDPE Water Tap, Long Run, 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,900	1,900	1,900	EA
21	2" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	15	15	15	FT
22	Taps - 12' depth	300	300	300	EA
23	Directional Drilling to install service lead where squeeze boring does not work.	23	23	23	FT
24	Tap Prestressed Concrete Water Main Pipe (per tap) in addition to material, equipment, and normal labor.	400	400	400	EA
25	Dig through Frost (per tap) when additional equipment is necessary.	150	150	150	EA
26	Installation of Silt Fence	3	3	3	FT
27	Traffic Control (per MDOT standards (per job)	950	950	950	EA
28	Trench Box - Water Tap hole stabilization (per tap)	750	750	750	EA
29	Sheeting and Shoring (per job)	300	300	300	EA
30	Backhoe w/ Operator, Regular Time	80	80	80	HR
31	Backhoe w/Operator, Overtime	88	88	88	HR
32	Labor, One Man, Regular Time	48	48	48	HR
33	Labor, One Man, Overtime	58	58	58	HR
34	Compressor w/ Air Hammer or Spade and hydraulic concrete breaker, 24/7, weekends, holidays	70	70	70	HR
35	Generator, min 5000 watt, 24/7, weekends, holidays	23	23	23	HR
36	Pump, up to 3", 24/7, weekends, holidays	23	23	23	HR
37	Lights, 4-500 watt Halogen, 24/7, weekends, holidays	23	23	23	HR
38	Rock Drill	35	35	35	HR
39	Electric Hammer (per job)	50	50	50	EA
40	Grinder (per job)	50	50	50	EA
41	Power Saw (per job)	100	100	100	EA
42	Dump Truck, up to 30 cubic yards, 24/7, weekends, holidays	80	80	80	HR
43	Front End Loader and Operator, up to 3 cubic yard bucket, 24/7, weekends, holidays	90	90	90	HR
44	Excavator and Operator, greater than 28,000 pounds, up to 2 Cubic yards, 24/7, weekends, holidays	155	155	155	HR
45	Mobilize Equipment greater than 28,000 pounds, 24/7, weekends, holidays	425	425	425	EA

Water System Maintenance-Repair and Water Taps Line Items					
Line	Description	Base Price (years 1-3)	Price (Year 4)	Price (Year 5)	Unit of Measure
46	Emergency Traffic Control (sub-contractor) - To be determined by WRC, Invoice to be submitted, Cost Plus:	1%	1%	1%	%
47	Emergency Maintenance (sub-contractor) To be determined by WRC, Invoice to be submitted, Cost Plus:	10%	10%	10%	%
48	3/4" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	21	21	21	EA
49	1" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	27	27	27	EA
50	1-1/2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	78	78	78	EA
51	2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	105	105	105	EA
52	1-1/2" Brass Compression Fitting, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1	1	1	EA
53	2" Brass Compression Fitting, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1	1	1	EA
54	1" x 3/4" Brass Reducer, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	40	40	40	EA
55	12" A.C. x 12" DIP Coupling	1	1	1	EA
56	3/4" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	4	4	4	FT
57	1" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	5	5	5	FT
58	1-1/2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	9	9	9	FT
59	2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	15	15	15	FT
60	3/4" HDPE Pipe	.40	.40	.40	FT
61	1" HDPE	.50	.50	.50	FT
62	1-1/2" HDPE	.95	.95	.95	FT
63	2" HDPE	1.50	1.50	1.50	FT
64	3/4" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	43	43	43	EA
65	3/4" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	78	78	78	EA
66	1" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	56	56	56	EA
67	1" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	102	102	102	EA
68	1-1/2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	160	160	160	EA
69	1-1/2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	268	268	268	EA
70	2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	265	265	265	EA
71	2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	376	376	376	EA
72	6" Curb Box (Including stop box and stainless steel rod)	90	90	90	EA
73	Big Base for 1-1/2" and 2" Curb Stop	41	41	41	EA
74	6" x 1" Brass Saddle	117	117	117	EA
75	6" x 1-1/2" Brass Saddle	133	133	133	EA
76	6" x 2" Brass Saddle	146	146	146	EA
77	8" x 1" Brass Saddle	150	150	150	EA
78	8" x 1-1/2" Brass Saddle	175	175	175	EA
79	8" x 2" Brass Saddle	180	180	180	EA
80	12" x 1" Brass Saddle	209	209	209	EA
81	12" x 1-1/2" Brass Saddle	235	235	235	EA
82	12" x 2" Brass Saddle	245	245	245	EA
83	16" x 1" Brass Saddle	511	511	511	EA
84	16" x 1-1/2" Brass Saddle	542	542	542	EA
85	16" x 2" Brass Saddle	600	600	600	EA
86	20" x 1" Brass Saddle	731	731	731	EA
87	20" x 1-1/2" Brass Saddle	731	731	731	EA
88	20" x 2" Brass Saddle	750	750	750	EA
89	8" x 1" HDPE Saddle	85	85	85	EA
90	8" x 1-1/2" HDPE Saddle	98	98	98	EA
91	8" x 2" HDPE Saddle	105	105	105	EA
92	10" x 1" HDPE Saddle	106	106	106	EA

Water System Maintenance-Repair and Water Taps Line Items

Line	Description	Base Price (years 1-3)	Price (Year 4)	Price (Year 5)	Unit of Measure
93	10" x 1-1/2" HDPE Saddle	110	110	110	EA
94	10" x 2" HDPE Saddle	115	115	115	EA
95	12" x 1" HDPE Saddle	115	115	115	EA
96	12" x 1-1/2" HDPE Saddle	125	125	125	EA
97	12" x 2" HDPE Saddle	135	135	135	EA
98	14" x 1" HDPE Saddle	145	145	145	EA
99	14" x 1-1/2" HDPE Saddle	150	150	150	EA
100	14" x 2" HDPE Saddle	150	150	150	EA
101	16" x 1" HDPE Saddle	150	150	150	EA
102	16" x 1-1/2" HDPE Saddle	162	162	162	EA
103	16" x 2" HDPE Saddle	165	165	165	EA
104	Material Not Included in Unit Price - Purchase invoice to be submitted, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G) As Applicable, Cost Plus:	15%	15%	15%	%
105	Purchase and Haul to site 6A Stone	32	32	32	TON
106	Purchase and Haul to site 9A Stone	8	8	8	TON
107	Purchase and Haul to site Pea Gravel	41	41	41	TON
108	Purchase and Haul to site 21 AC Sand	8	8	8	TON
109	Purchase and Haul to site 21AA Crushed Concrete	25	25	25	TON
110	Purchase and Haul to site 21AA MDOT Limestone	28	28	28	TON
111	Purchase and Haul to site Class II MDOT Sand	18	18	18	TON
112	Purchase and Haul to site Asphalt Cold Patch	155	155	155	TON
113	Material Haul-In	15%	15%	15%	%
114	Material Haul-In (Sub-contractor)	10%	10%	10%	%
115	Hauling and Disposal of Waste / Debris and Dirt from WMU North Yard	14	14	14	CY
116	Hauling and Disposal of Waste / Debris and Dirt from WMU South Yard	14	14	14	CY
117	Asphalt Resurfacing Public Road - 4" deep, 5 - 15 sq yd	95	95	95	SY
118	Asphalt Resurfacing Public Road - 6" deep, 5 - 15 sq yd	98	98	98	SY
119	Concrete Resurfacing Public Road - 4" deep, 5 - 15 sq yd	95	95	95	SY
120	Concrete Resurfacing Public Road - 6" deep, 5 - 15 sq yd	105	105	105	SY
121	Driveways and Sidewalks - 4" deep, 5 - 15 sq yd	95	95	95	SY
122	Driveways and Sidewalks - 6" deep, 5 - 15 sq yd	105	105	105	SY
123	Concrete Curb and Gutter	50	50	50	FT
124	Saw Cutting - ASPHALT: 4"	4	4	4	FT
125	Saw Cutting - ASPHALT: 6"	4.50	4.50	4.50	FT
126	Saw Cutting - ASPHALT: 7"	5	5	5	FT
127	Saw Cutting - ASPHALT: 8"	5.50	5.50	5.50	FT
128	Saw Cutting - ASPHALT: 9"	5.75	5.75	5.75	FT
129	Saw Cutting - ASPHALT: 10"	6	6	6	FT
130	Saw Cutting - ASPHALT: 12"	6.75	6.75	6.75	FT
131	Saw Cutting - ASPHALT: 14"	7.25	7.25	7.25	FT
132	Saw Cutting - ASPHALT: 16"	7.80	7.80	7.80	FT
133	Saw Cutting - CONCRETE: 4"	4	4	4	FT
134	Saw Cutting - CONCRETE: 6"	4.75	4.75	4.75	FT
135	Saw Cutting - CONCRETE: 7"	5.25	5.25	5.25	FT
136	Saw Cutting - CONCRETE: 8"	5.75	5.75	5.75	FT
137	Saw Cutting - CONCRETE: 9"	6.25	6.25	6.25	FT
138	Saw Cutting - CONCRETE: 10"	6.50	6.50	6.50	FT

Water System Maintenance-Repair and Water Taps Line Items					
Line	Description	Base Price (years 1-3)	Price (Year 4)	Price (Year 5)	Unit of Measure
139	Saw Cutting - CONCRETE: 12"	7.25	7.25	7.25	FT
140	Saw Cutting - CONCRETE: 14"	7.25	7.25	7.25	FT
141	Saw Cutting - Standby Time	120	120	120	HR
142	Saw Cutting - OVERTIME: (In addition to line items above)	120	120	120	HR
143	Stopbox Replace, Pavement – ¾" and 1" service/stop box	1,100	1,100	1,100	EA
144	Stopbox Replace, Greenbelt – ¾" and 1" service/stop box	475	475	475	EA
145	Stopbox Replace, Pavement – 1 ½" and 2" service/stop box	1,200	1,200	1,200	EA
146	Stopbox Replace, Greenbelt – 1 ½" and 2" service/stop box	525	525	525	EA
147	Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or Pavement, ¾" and 1" service/stop box	1,100	1,100	1,100	EA
148	Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or pavement, 1 1/2" and 2" service/stop box	1,515	1,515	1,515	EA
149	After Hours or Emergency Mobilization	425	425	425	EA
150	After Hours or Emergency Demobilization	425	425	425	EA
151	Community Mobilization or Demobilization	250	250	250	EA
152	Compacting Trench	160	160	160	EA
153	Sprinkler/Irrigation Systems Repair	85	85	85	EA
154	Sod Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil, sod (including labor, material and equipment)	2	2	2	SQ FT
155	Seed Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil, seed (including labor, material and equipment)	1.75	1.75	1.75	SQ FT
156	Sampling Station Installation	650	650	650	EA
157	Abandoning 2" or smaller Water Service - closing corporation stop at water main, cut/disconnect water service at main, including all materials, equipment & labor.	810	810	810	EA
158	Water service disconnect at water main in paved road. Includes saw cutting, hauling of spoils and temporary patch	810	810	810	EA
159	Asphalt or concrete pavement restoration for water service disconnect at water main in paved road. Includes saw cutting and hauling of spoils.	400	400	400	EA
160	Disconnect, Pavement	1,100	1,100	1,100	EA
161	Disconnect, Greenbelt	500	500	500	EA
162	Lead Water Service Replace, Pavement (flat fee) - 1" Copper Service/stop box - Short Run <30 feet	2,450	2,450	2,450	EA
163	Lead Water Service Replace, Pavement (flat fee) - 1" Copper Service/stop box - Long Run 31 - 60 feet	2,650	2,650	2,650	EA
164	Private Water Service Replace (flat fee) - 1" Copper Service - < 45 feet	2,950	2,950	2,950	EA
165	Permit Fees	5%	5%	5%	%
166	Loader Time per Month	9,000	9,000	9,000	MONTH