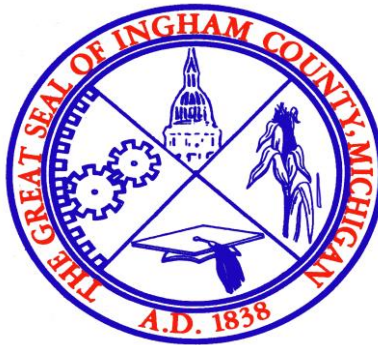


County of Ingham

Request for Proposals (RFP) Packet #22-18



Supply and Installation of Fire Hydrant and Water Main

**Sealed Proposals Due:
March 8, 2018 at 11:00 A.M.**

**Sealed Proposals shall be delivered to the:
Ingham County Purchasing Department
121 E. Maple St., Room 203
Mason, Michigan 48854**

Phone: (517) 676-7222

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1.0 PURPOSE

Ingham County seeks proposals from qualified and experienced general contractors to enter into a contract for the purpose of furnishing and installing a new fire hydrant and water main at the Community Mental Health facility, which is currently under construction.

2.0 OWNER

County of Ingham
121 E. Maple St.
Mason, Michigan 48854

3.0 LOCATION

Community Mental Health
812 E. Jolly Road
Lansing, MI 48910

4.0 PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting is scheduled for **February 22, 2018 at 10:00 A.M. in Conference Room G-11C (ground level) of the Community Mental Health Building, 812 E. Jolly Road, Lansing, MI.**

Attendance at this meeting is important in order to fully understand the proposal documents. Please send a representative to this meeting if you are planning on submitting a proposal. The purpose of this meeting is to allow proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Any material changes resulting from this meeting will be issued in a written addendum.

Send an e-mail to jbuckmaster@ingham.org to register for the meeting. Only those vendors attending the meeting will be allowed to submit a proposal.

5.0 SUPPLEMENTAL DOCUMENTS

The Fire Hydrant and Water Main Plan prepared by Bergmann Associates is attached.

6.0 EXAMINATION OF PROPOSAL DOCUMENTS AND SITE

Before submitting a proposal, each proposer must (a) examine the proposal documents thoroughly; (b) familiarize himself/herself with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and, (c) carefully correlate his/her observations with the requirements of the proposal documents.

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The proposer shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the RFP, such information is provided for the convenience of the proposer and to provide the proposer information known by Ingham County. However, Ingham County does not represent or guarantee any specific site conditions, including subsurface conditions. The proposer shall be solely responsible for all necessary site investigations and measurements to ensure the proposal is based on conditions, which exist in and adjacent to the project site.

The submission of a proposal will constitute an incontrovertible representation by the proposer that he/she has complied with and understands every requirement of these instructions. Failure or omission of the proposer to do all of the foregoing shall in no way relieve the proposer from any obligations in respect to his/her proposal.

7.0 INSTRUCTIONS TO PROPOSERS - SUBMISSION REQUIREMENTS

7.1 Bid Guarantee

Each proposal must be accompanied by a bid guarantee in an amount equal to five percent (5%) of the total bid amount. Guarantee shall be in the form of a bid bond executed by an approved surety company, made payable to the County of Ingham. Bid guarantee shall run for a period of not less than ninety (90) days. If the successful proposer fails to furnish satisfactory performance and payment bonds and insurance certificates within ten (10) business days after receipt of Notice of Award, such guarantee shall be forfeited to the Owner as liquidated damages.

7.2 Registering as a Vendor with Ingham County

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at jbuckmaster@ingham.org for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

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7.3 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James C. Hudgins, Jr. at jhudgins@ingham.org. **The deadline for submitting final questions is no later than 3:00 P.M. on February 28, 2018. In the subject line of the email reference the packet number and title of this RFP.**

7.4 Due Date, Time & Location

Proposals will be received no later than **11:00 A.M., local time prevailing, on March 8, 2018,** at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr., Director of Purchasing
121 E. Maple St., Room 203
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

7.5 Submission of Proposals

Proposers are required to submit *an original (clearly marked) along with two (2) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside “**Packet #22-18, Supplying and Installing Fire Hydrant and Water Main at CMH**”. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also requested to submit an **electronic version** of their proposal to packetresponse@ingham.org by the due date and time set. The electronic submittal must contain your firm’s name and “**Packet #22-18, Supplying and Installing Fire Hydrant and Water Main at CMH**” in the subject line. If you have trouble emailing the electronic version of your proposal you may upload your proposal by contacting Julie Buckmaster at jbuckmaster@ingham.org.

Responses to this RFP should be concise and must include all the requested information. Proposers shall complete and include with their submittals the following enclosed items:

- ✓ Cost Form
- ✓ Local Purchasing Preference Form
- ✓ Addenda Form

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- ✓ Legal Status of Proposer Form
- ✓ Non-Collusion Form
- ✓ References Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct For Ingham County Vendors Form
- ✓ The Statistical Questionnaire is strictly optional.
- ✓ Proposal Form
- ✓ Signature Form

7.6 Timely Submittals

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

7.7 Prequalification

Upon the request of the Owner, proposers shall be prepared to furnish sufficient evidence as to their qualifications to perform the project work, such record of past performances including references, equipment and personnel available, and such other pertinent and material facts as may be desirable.

7.8 Deliveries

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

7.9 Preparation of Proposal

All proposals must be made on the required forms prepared and executed fully and properly. A price must be given for each item in that portion of the Project being proposed. The proposed prices and amounts are for furnishing all labor, supervision, materials, equipment, tools, incidentals, bonds, insurance and service required to complete the work in accordance with the Contract Documents. Proposers shall use a computer, type, or write clearly in ink the proposal amount. When applicable, each proposer shall acknowledge receipt of all Addenda issued for the proposal by signing the form submitted with each Addendum and submitting it with his proposal. Failure of a proposer to acknowledge receipt of any and all Addenda may result in the rejection of the proposal.

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7.10 Authority to Bind Firm in Contract

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Form.

7.11 No Submittal

If you desire not to respond to this RFP, please forward your acknowledgment of “**NO PROPOSAL SUBMITTED**” via an email to jhudgins@ingham.org. Also, state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

7.12 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

7.13 Basis of Proposal

Ingham County reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the RFP may be approximate and are stated solely to provide a uniform base of calculation for comparison of proposals and award of contract. No guarantee is made by the County that the actual quantities will correspond with the proposed quantities. The Contractor will be paid based upon his/her lump sum and/or unit prices proposal and any alternates accepted by the County and as may be further modified by Change Order for work added or deleted from the project indicated in the RFP.

8.0 GENERAL INFORMATION

8.1 Conflict of Interest

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a

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material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

8.2 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>

8.3 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding proposer shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

8.4 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

8.5 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

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8.6 Firm Pricing for County Acceptance

The proposal price(s) must be firm for County acceptance for 90 days from the proposal opening date, unless the proposer specifically notes otherwise.

8.7 Cost of Preparation

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers

8.8 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

8.9 Addendum

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received an RFP. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposal shall be binding.

8.10 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons – 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander – 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all

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companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

8.11 Precedence of Documents

In the event that any variance should arise between the drawings and specifications, the specifications shall govern.

8.12 Prime Contractor Responsibilities

The Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, in addition to, certified payrolls (if applicable).

8.13 Independent Price Determination (Non-Collusion)

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- a) The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,

8.14 Exceptions

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

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9.0 CONTRACTUAL TERMS AND CONDITONS

9.1 Nondiscrimination Clause

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statues, ordinances, rules, regulations, or policies within the past three (3) years.

9.2 Indemnification and Hold Harmless

The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

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9.3 Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph and subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County of Ingham and rated "A" by the A.M. Best Company (www.ambest.com).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and \$3,000,000 aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof." The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess." The appropriate boxes must be check under the "Addl Insr" heading on the Certificate of Insurance.
- e) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."

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- f) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. Contractor shall provide the County evidence that all subcontractors are included under the Contractor's policy.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

9.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

9.5 Compliance with the Law

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

9.6 Independent Contractor

The Proposer who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

9.7 Prevailing Wage Requirement

It is the policy of Ingham County to require the payment of prevailing wages on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act.

The Contractor is required to submit certified payrolls for all periods worked (and not worked) on said project to the Purchasing Department, 121 E. Maple St., Mason, MI 48854, to the

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attention of James C. Hudgins, Jr., Director of Purchasing. Payment shall not be made until such time that the Director has reviewed the certified payrolls.

- a) Contractor shall submit to the Purchasing Department before commencing work a list of all his/her Subcontractors.
- b) It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
- c) Prevailing wage rates shall be conspicuously posted at the jobsite.
- d) Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
- e) Prevailing wage compliance will be monitored by the Ingham County Purchasing Department and Michigan Fair Contracting Center (MFCC).
- f) Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
- g) Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by the County.
- h) Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.
- i) Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.
- j) Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.
- k) When requested by the County, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on County construction projects.

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9.8 Bonding Requirements

Any proposal that is in excess of \$50,000.00, if awarded, will be required to provide 100 percent (100%) of the contract amount coverage in Performance Bond and Payment Bond as required by Public Act 1963, No. 213. The bond must be with surety companies satisfactory to Ingham County and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular 570. In addition, each surety company shall be admitted and licensed to do business in the State of Michigan by the Michigan Department of Labor and Economic Growth Office of Finance and Insurance and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

- a) **Performance Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County of Ingham in an amount at least equal to one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The County of Ingham shall be obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the County of Ingham.
- b) **Payment Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County of Ingham in an amount at least equal to one-hundred (100%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the County of Ingham.
- c) **Performance and Payments Bonds shall be submitted to the Ingham County Purchasing Department, Attention: Mr. James C. Hudgins, Jr., Director of Purchasing, at least ten (10) days prior to the commencement of work covered under the contract.**
- d) **Additional or Substitute Bond** - If at any time the County of Ingham, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from the County of Ingham to do so, substitute an acceptable bond(s) in such forms and sum and signed by such other Surety as may be satisfactory to the County of Ingham. The Contractor shall pay the premiums on such bond(s). No further payments shall be

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deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County of Ingham.

9.9 Safety

The Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to property and injury to persons. The Contractor and its subcontractors, performing services for the County of Ingham are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the Contractor and its Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Under no circumstances shall any tools of any kind or materials being used be left unattended. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the County prior to commencement of work.

9.10 Permits, Fees and Notices

The Contractor shall secure and pay for all permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution of the contract and which are legally required at the time the proposals are received.

9.11 Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to all applicable local and state codes. The County may, at its sole discretion, require the Contractor to remove any employee from work that the County deems incompetent or careless.

The County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

9.12 Cleaning-up

The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.

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9.13 Examination of Existing Facility

The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform him/herself will in no way relieve him/her from the necessity to complete the work without additional cost to the County.

9.14 Materials

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work. All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

9.15 Skilled Labor

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

9.16 Protection of Work and Property

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

10.0 EVALUATION, AWARD & TIMELINE

10.1 Award of Contract

It is the intention of the County to award a contract to the lowest responsive and most responsible proposer provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available.

10.2 Basis for Award

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, if any, and any other information or factors deemed relevant by the County, shall be utilized in the final award.

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10.3 Right of Rejection

Ingham County reserves the right to reject any or all responses to this Request for Proposal, to waive any informalities or minor irregularities in responses, and/or to negotiate the terms and conditions of all or any part of the responses as determined to be in the County's best interests in its sole discretion.

The Owner will not be obligated to accept the lowest proposal. The owner further reserves the right to approve all subcontractors.

The Owner shall have the right to accept alternates, if provided, in any order or combination, and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

10.4 Contract Approval

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

10.5 Contract Development & Preparations

- a) Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
- b) By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.
- c) Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
- d) The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer.

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- e) The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
- f) The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

10.6 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org/Home/BidArchives.aspx>.

10.7 Contract Execution

The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) business days of commencement of work under contract furnish the required insurance. The Certificate of Insurance, as required shall be delivered to the Ingham County Purchasing Department and the Ingham County Facilities Department. Bonds shall be sent to the Director of Purchasing.

If awarded the Contract, the undersigned agrees that time is an essential condition of the Contract and will totally complete the work as specified from Notice to Proceed. Normal delays in this project will be accepted due to rain or inclement weather. These delays must be submitted in writing to the Owner for review and approval within forty-eight (48) hours of the event.

11.0 SCOPE OF SERVICES

Bid Category – Water Main & Fire Hydrant

GENERAL - The following shall not be interpreted as a complete itemization of the work to be performed under this Bid Category. This Bid Category Trade Contractor shall be responsible to perform all work reasonably interpreted to be included in its scope of work in accordance with the drawings and specifications in addition to these Bid Category notes of clarification.

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BASE SPECIFICATION – (Include all work specified or reasonably inferred):

002413 – SCOPE OF WORK GENERAL NOTES – (Include all work specified or reasonably inferred)

31 00 00	Earthwork
31 20 00	Earth Moving
33 05 23.16	Utility Pipe Jacking
33 10 00	Water Utilities

SPECIFIC WORK SCOPE – (Including but not limited to the following Clarifications):

- 1) The Contractor must be a pre-approved BWL water main installation contractor (see attached).
- 2) Provide street cleaning and dust control as needed.
- 3) In general, this Bid Package shall provide all earthwork, earth moving, and water utility (water main and fire hydrant).
- 4) Furnish and install water main and fire hydrant as noted on drawing C-114.
- 5) Contractor shall include all demo, excavation, backfill, base, rough grading for all work associated with the installation of a new water main and fire hydrant.
- 6) Contractor shall provide access and reasonable notice for soils inspection and testing by the Owner's independent soils inspector.
- 7) Exercise care to preserve material below and beyond the limits of excavation. Where excavation is carried out, through error, below indicated grade or beyond the lines of excavation, backfill to the indicated grade and compact with approved fill at no additional cost to the Owner, and at the direction of the Engineer or the Geotechnical Consultant.
- 8) Provide and maintain perimeter protection at the top of all excavation areas as required by MIOSHA and the project safety plan.
- 9) Before any work begins, the Contractor shall video all real estate and roads around the perimeter of the site to document existing conditions.
- 10) Include all permit costs.
- 11) Include all layout and As-built Drawings.
- 12) Furnish, install and maintain all traffic control necessary to complete this work.
- 13) Excavate and backfill receiving pit per Drawing C-114.
- 14) Perform a jack and bore (steel casing) crossing of Jolly Rd. and configuration of valves and caps which would allow for further extension of the water main in to the site in the future, per Drawing C-114. You must use a pre-approved BWL jack and bore contractor (attached). This list can be found on BWL website at:

<https://www.lbw.com/Commercial/Upgrading-Service/Approved-Contractors/>

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- 15) Perform sidewalk demolition and disposal per Drawing C-114.
- 16) Perform water main live tap per Drawing C-114.
- 17) Furnish and install new fire hydrant assembly including 6" piping and valves per Drawing C-114.
- 18) Furnish and install 286 LF of 8" ductile iron pipe for a new water main per Drawing C-114.
- 19) Perform slope restoration (topsoil only) per Drawing C-114.
- 20) Restore sidewalk concrete 4" to grade only per Drawing C-114.
- 21) Furnish, install and maintain temporary protection around holes and trenches as required.
- 22) The Contractor shall provide, maintain and remove all Soil Erosion and Sedimentation Control (SESC) as required by all state and local codes for the duration of the project.

EXCLUSIONS:

1. Landscaping (grade and topsoil only)
2. Concrete replacement work.

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COST FORM

(Please Type or Print Clearly in Ink)

Bidder Name: _____

Address: _____

Having carefully examined the information provided in this RFP and Project Manual, if provided, as well as specifications, scope of work, and the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, materials, tools, equipment, permit fees, bonds, insurance, and services necessary to perform and complete the entire work for the fee as listed below. A schedule of values may be required as part of the contract, if awarded.

Base Bid

**Total Cost for Supplying and Installing the Fire Hydrant
And Water Main at CMH**

\$ _____

_____ Dollars

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Substitutions (Optional):

In accordance with the stipulations herein, the Undersigned submits the following substitutions:

Add \$ _____ Deduct \$ _____

Add \$ _____ Deduct \$ _____

It is expressly understood that this substitution is for consideration only and, that after due investigation, if any such substitution is accepted, the applicable amount will be added or deducted from the Total Bid as stated. Further, this substitute proposal is separate from and not a part of the Total Bid. (Attach separate sheet if required).

Signed _____ Date _____

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LOCAL PURCHASING PREFERENCE FORM

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference? ___ Yes ___ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: _____

3. Company Address: _____

4. Company Phone: () _____

5. Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature: _____

8. Date: _____

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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ADDENDA FORM

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date _____ #2 date _____ #3 date _____

SIGNED THIS _____ DAY OF _____, 2016

Respectfully Submitted,

BY: _____
Authorized Signature of Proposer

TITLE: _____

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LEGAL STATUS OF PROPOSER FORM

(Please Type or Print Clearly in Ink)

(The Proposal shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

Name

Title

Address

Phone #

Email

Fax #

Federal Tax I.D. Number

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REFERENCES FORM

(Please type or print clearly in ink only)

The Contractor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ Months SOM Business license #: _____
(if applicable)

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, E-mail, Scope of Services Performed and Contact Person

1.

2.

3.

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CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

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STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

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676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

Company Name

Phone #

Address, City, State, Zip Code

Email address

Signature

Date

Print Name

Title

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STATISTICAL QUESTIONNAIRE FORM - OPTIONAL

(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

Female _____%
Physically-disabled _____%
Veteran _____%

African-American	_____%	Caucasian	_____%
Asian-Indian American	_____%	Hispanic-American	_____%
Asian-Pacific American	_____%	Native-American	_____%

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

<input type="checkbox"/> Female	<input type="checkbox"/> African-American	<input type="checkbox"/> Caucasian
<input type="checkbox"/> Disabled	<input type="checkbox"/> Asian-Indian American	<input type="checkbox"/> Hispanic-American
<input type="checkbox"/> Veteran	<input type="checkbox"/> Asian-Pacific American	<input type="checkbox"/> Native-American

3. Complete Legal Firm Name: _____

4. Company Address: _____

5. Company Phone: () _____ Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature/date: _____

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PROPOSAL FORM

(Please Type or Print Clearly in Ink)

PROPOSER'S NAME: _____

LEGAL ADDRESS: _____

TELEPHONE NUMBER(S): _____

EMAIL: _____

CONTACT PERSON(S) _____

The Proposer acknowledges that he/she has not received or relied upon any representations or warranties of any nature whatsoever from the County, its agents or employees as to any conditions to be encountered in accomplishing the work, and that this proposal is based solely upon the Proposer's own independent judgment. If applicable, the work shall be performed in accordance with the Project Manual, Drawings and Specifications prepared by the County's Engineer/Consultant.

This Proposal has been prepared with the knowledge that control of the project site and coordination of the work of this Contract with the work of others will be subject to the direction of the County and/or its agents. The undersigned agrees that cooperation with other contractors and the County in coordinating the work is offered as a part of this Proposal.

ACCEPTANCE

This Proposal shall be valid for ninety (90) days after the date of opening of proposals; the undersigned agrees to begin work within ten (10) days of Notice to Proceed.

NOTICE OF INTENT

Prior to proposal award and after proposal tabulations, the Owner will provide the recommended proposer with a Notice of Intent Letter so the Contractor can secure the required bonding.

NOTICE TO PROCEED

After bonding is received and approved, the Owner will provide the Contractor a Notice to Proceed. The authorized contract will follow within 7-14 business days.

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COMMENCEMENT OF WORK AND WORK LIMITATIONS

The undersigned will begin work as specified after receipt of a Notice to Proceed.

SUB-CONTRACTORS, SUPPLIERS, AND VENDORS

The undersigned, upon request of the Owner, agrees to submit to the Owner a complete list of sub-contractors, suppliers, and vendors whom he or she proposes to employ on this project, to be approved by the Owner.

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SIGNATURE FORM

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm: _____

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

Send Notification of Award to: _____

(First and Last Name)

E-mail of Person Receiving Award Notification: _____

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PREVAILING WAGE RATES

General Decision Number: MI180058 01/05/2018 MI58

Superseded General Decision Number: MI20170058

State: Michigan

Construction Type: Heavy

County: Ingham County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

CARP1004-017 06/01/2017

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	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.41	19.36

ELEC0252-007 05/29/2017

Townships of Bunker Hill, Leslie, Onondaga & Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 42.84	22.33

ELEC0665-015 05/28/2017

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy, Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	22.31

ENGI0325-009 09/01/2017

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 30.32	23.35
GROUP 2.....	\$ 25.43	23.35
GROUP 3.....	\$ 24.93	23.35
GROUP 4.....	\$ 24.65	23.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS