

THE CHARTER COUNTY OF WAYNE, MICHIGAN

**INVITATION FOR BIDS
FOR
RENOVATIONS OF DOWNRIVER ANNEX**

CONTROL NO. 37-10-027

Issue Date: Friday, October 30, 2009

**Pre-Bid Conference
And Site Visit:** Tuesday, November 17, 2009 at 10:00 am
Downriver Annex
15800 Northline Road
Southgate, Michigan

Pre-Bid Question Deadline: Wednesday, November 18, 2009 at 4:00 pm

Bid Deadline: Wednesday, December 9, 2009 at 2:00 p.m. local time
Charter County of Wayne
Purchasing Division
600 Randolph, Room 146
Detroit, Michigan 48226

Purchasing Contact: Renee A. Marsh, CPPO, C.P.M.
Department Executive--Procurement
Phone: (313) 224-5151
Fax: (313) 224-5182
Email: rmars@co.wayne.mi.us

Description: The County of Wayne is requesting bids for renovations to the Downriver Annex located at 15800 Northline Road, Southgate, Michigan 48195.

Plans and Specifications may be obtained at BEI Associates, Inc., 601 West Fort Street, Detroit, Michigan 48226, on or after Monday, November 2, 2009 after 8:00 am. A CD will be provided that will include all drawings and specifications at no cost. A total fee of one hundred dollars (\$100.00), which includes Michigan Sales Tax, will be charged for each set of printed Plans and Specifications, which will be delivered the next day.

Written questions regarding the substance of the IFB must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Bid Question Deadline indicated above.



Plans and Specifications will also be on file at the following locations: McGraw Hill Construction - Dodge, Plan Room, 36060 Industrial Road, Livonia, MI 48150; Construction Association of Michigan, 43636 Woodward, P.O. Box 3204, Bloomfield Hills, Michigan 48302; Reed Construction Data, Electronic Plan Room, (www.reeddepr.com); CNS Of Michigan, Inc., 1793 R.W. Berends Dr. SW., Wyoming, MI 49519; and the Wayne County Purchasing office at 600 Randolph, Suite 146, Detroit, Michigan 48227.

Sealed Bids are due prior to the Bid Deadline indicated above and must be delivered to the Purchasing Division, located at 600 Randolph, Room 146, Detroit, Michigan 48226. Late bids will not be accepted – NO EXCEPTIONS.

Robert A. Ficano
County Executive

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SECTION 1 – INSTRUCTIONS

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation For Bid (IFB) must be made only through the Purchasing Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other Wayne County (County) employees is permitted, and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this IFB and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the IFB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document. No contact regarding this document with other County employees is permitted. All answers will be issued in the form of a written addendum.
3. **PRE-BID MEETING:** A pre-bid meeting concerning this IFB may be held. If so, the date, time and location will be indicated on the cover of this IFB. Staff will be available at this meeting to answer questions about this IFB. Attendance at the meeting is strongly encouraged.
4. **IFB MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the County's website (<http://www.waynecounty.com/mygovt/mb/proposals/proposals.aspx>) until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on Bid Form provided. Bidders are required to complete entire Bid Form and supplements. The Bidder must return the Bid Form without detaching any sheets from it. Please submit two extra copies of the Proposal and all attached forms along with the originals.
 - a) The Bidder must include the following items with the bid:
 - i. All forms contained or listed in this IFB, fully completed.
 - ii. A bid guarantee (if any is required)
 - iii. Evidence that the Minimum Qualifications (if any) listed in this document are met.
 - b) Bids must be submitted to the Purchasing Division, County of Wayne, 600 Randolph Street, Room 146, Detroit, Michigan 48226, before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure the Purchasing Division, prior to the deadline, receives the bid. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted from 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays observed by the County. The Purchasing timestamp shall be the official time.
 - c) Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: IFB Title, Control Number, Deadline (Date and Time), and the Bidder's company name, address, phone, fax, email address, and contact name. If Bidder believes that any information submitted is confidential, such information shall be separately sealed and labeled as confidential.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation for Bid (IFB) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein. The opening and reading of a bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

- e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Bids sent by telegraph, facsimile, or other electronic means shall not be considered unless specifically authorized under this IFB.
 - g) All costs incurred in the preparation and presentation of the bid, as well as any resulting contract, is the Bidder's sole responsibility; no pre-award costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.
 - h) Bids must be held firm for a minimum of 180 days. *(NOTE: This clause is not intended to allow adjustments in bid pricing unless specifically allowed by pricing language elsewhere in this IFB.)*
- 6. EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Invitation for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this IFB. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the County will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 7. BID GUARANTEE:** Bid Security shall be made payable to Wayne County, in the form of either a cashier's check or Bid Bond, in an amount of five (5%) percent of the bidder's maximum bid price.
- The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within 14 days of the Notice of Award, County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom County believes to have a reasonable chance of receiving the award may be retained by County until the earliest of the seventh day after the "Effective Date of Contract" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the of the Bid award recommendation.
- 8. DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 9. WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 10. REJECTION:** The County reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Director that the best interest of the County will be served by doing so. A Bidder's failure to provide any additional information requested by the County prior to a contractor selection may result in rejection of the bid. The County may reject any bid from any person, firm, or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder or Respondent has committed a violation of the County's Ethics and Anti-Kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document.

The County reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 11. PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The County Executive has the vested authority to execute a contract, subject to Wayne County Commission approval where required.
- 12. NON-DISCRIMINATION:** Wayne County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 13. BID SIGNATURES:** An authorized official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsible Bidder. The bidder must complete, sign, and have notarized the form regarding Authorization to Submit Bids attached to this IFB.
- 14. CONTRACT AWARD:** The County reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid. After a final award of the Contract by the County, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after notice of recommendation for award, then the County may recommend the next lowest responsive and responsible Bidder.
- 15. NO IFB RESPONSE:** Bidders who receive this IFB but who do not submit a bid should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the Bidder's name from all bidder lists
- 16. FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 17. COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to bids submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venture program. To receive the applicable credit for any program, the Bidder and all first tier subcontractors must submit their certificates with the bid. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit the County's website, www.waynecounty.com.
- 18. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a) Evidence of collusion among Bidders;
 - b) Lack of competency as revealed by either financial, experience, or equipment statements;
 - c) Lack of responsibility as shown by past work;
 - d) Uncompleted work under other contracts which in the judgment of the County, might hinder or prevent the prompt completion of additional work if needed.
- 19. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full

understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the Invitation for Bid, the Invitation for Bid shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.

20. SUBCONTRACTORS: The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s).

In an effort to promote supplier diversity, Wayne County encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

The County reserves the right to approve or reject, in writing, any proposed subcontractor. If the County rejects any proposed subcontractor in writing, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the IFB or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the County.

The Contract will not be assignable to any other business entity without the County's approval. Bidders are encouraged to consider a joint venture.

21. BIDDERS RESPONSIBILITIES: The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 2 – Specifications and/or Scope of Services, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all Services in the IFB whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

22. COUNTY PARTICIPATION: The County will provide appropriate personnel support for implementation of these contracts. The Bidder's response should identify County FTE's required and tasks to be performed by County personnel. For the purpose of contract administration, Wayne County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the successful Bidder and will coordinate overall management and administration of the contract for the County.

23. DISCLOSURE OF CONTENTS: All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of the bids other than authorized by this IFB. A Bidder who shares cost information contained in its bid with other County personnel or competing Bidder's personnel shall be subject to disqualification.

24. CONTRACT COMMENCEMENT: Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a Notice to Proceed and County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

SECTION 2 – SPECIFICATIONS AND/OR SCOPE OF WORK

- 1) **INTRODUCTION:** Through this Invitation for Bids (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for construction of approximately 15,500 feet of sanitary sewer and appurtenances.

- 2) **MINIMUM QUALIFICATIONS:** No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the County in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the County to do so, shall furnish evidence, satisfactory to the County, of the Bidder's experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:
 - a) The address and description of the Bidder's plant or permanent place of business.
 - b) The Bidder's performance records for all Work awarded to, or started by him within the past three years.
 - c) An itemized list of the Bidder's equipment available for use on the proposed Contract.
 - d) A description of any similar project which the Bidder has constructed in a satisfactory manner.
 - e) The Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
 - f) Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and
 - g) Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Contract.

- 3) **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a Bid, to:
 - a) examine the Contract Documents thoroughly,
 - b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
 - c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and
 - d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - e) promptly notify Engineer in writing of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.

Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Contract Documents.

- a) If such reports are not included as appendices to the Contract Documents, County will make copies available to any Bidder requesting them. These reports are included for reference only and are not

guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

- b) The Bidder may rely upon the general accuracy of the “technical data” contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
- c) Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The Contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and he shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County. This shall apply whether or not borings are shown on the Drawings.

All bidders conducting soil tests shall restore the area of their testing to original condition as closely as possible.

The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the County nor the Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by Engineer is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

- 4) **BRAND NAME:** All brand names used herein are for the purpose of describing the standard of quality, performance, and characteristics desired, and are not intended to limit competition. Bids submitted with “equals” will be considered. If no exceptions are noted, the County will require complete compliance with the brands and specifications. The County has the sole right to determine what constitutes an equal.
- 5) **SUBSTITUTES AND “OR-EQUAL” ITEMS:** The Contract, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Plans or specified in the Specifications that a substitute or an “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the contract award. In addition, in no case shall Engineer’s denial of Contractor’s application give rise to any claim for additional cost. However, the Bidder may include a voluntary alternate identifying the equal and a cost deduction associated if accepted.
- 6) **DETAILED SPECIFICATIONS:** The detailed specifications are presented in Divisions 01 through 10, and 13, 15 and 16, of the Appendices and the associated plan documents.

SECTION 3 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Bid Form
- (2) Price Sheet
- (3) Bidder Questionnaire
- (4) Kidspace Method Specification and Election Form

FORMS THAT MUST BE DOWNLOADED FROM THE WAYNE COUNTY WEBSITE*

Failure to complete and submit these forms with your Bid may result in it being deemed non-responsive and rejected without further evaluation.

- (5) Business Information Questionnaire Form
- (6) Ethics in Contracting Vendor Form
- (7) W-9 Form (Standard IRS Form)
- (8) Living Wage Ordinance,
- (9) Slavery Era Disclosure Form,
- (10) Subcontractor Form,
- (11) Fair Employment Practices (FEP) Form or a current FEP certificate
(FEP is required for prime and subs)

*Download solicitations, addenda and forms at: <http://www.waynecounty.com/mygovt/mb/purchasing.aspx>

BID FORM

Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

OFFER

TO: CHARTER COUNTY OF WAYNE:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Invitation for Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Bid Form, Contract, all Exhibits thereto, and all contents of this document, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): **NONE** . In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Specifications, Scope, Terms and Conditions, as well as the Contract (if any is attached), together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the County's Procurement Ordinance, and 2) if awarded a contract to provide the Construction, Goods or Services required in the IFB, the Bidder will comply with the County's Ethics Ordinance.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

GUARANTEES AND INSURANCES:

The undersigned further agrees that if awarded the Contract , it will submit to the County any required payment and performance-guarantees and evidence of required insurance coverage within 10 days after acceptance of this bid.

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price Sheet.

ADDITIONAL PRICE INFORMATION:

Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work

and has made such independent investigations as Bidder deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any contract or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

The undersigned, as Bidder, hereby certifies that a qualified designated person in its employ has examined the Contract Documents provided by the County for bidding purposes. Further, the undersigned certifies that he or a qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions and the information provided for Bidding.

The undersigned, as Bidder, shall complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, the Bidder shall also complete the Work under whatever conditions it may create by its own sequence of construction, construction methods, or other conditions it may create, at no additional cost to the County.

The undersigned declares that he has familiarized himself with the location of the proposed Work and the conditions under which it must be constructed. Also, that he has carefully examined the Plans, the Specifications, and the Contract Documents, which he understands and accepts as sufficient for the purpose, and agrees that the Bidder will Contract with the County to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.

The undersigned agrees on behalf of the Bidder that time is of the essence and, if awarded Contract, that the Work will be Substantially Completed and completed by the dates or days as specified in the Contract Documents.

Liquidated damages, if specified in the General Conditions, Supplementary Conditions and Contract, shall also apply to the Substantial Completion date.

All engineering and inspection costs incurred after the above final completion date shall be paid by the Contractor to the County as specified in the Conditions of the Contract.

No bid shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

PRICE SHEET

Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

<u>Item</u>	<u>Quantity</u>	<u>Total Cost</u>
1. Division 1-General Requirements	1LS	_____
2. Division 2-Site Construction	1LS	_____
3. Division 3-Concrete	1LS	_____
4. Division 4-Masonry	1LS	_____
5. Division 5-Metals	1LS	_____
6. Division 6-Woods and Plastics	1LS	_____
7. Division 7-Thermal and Moisture Protection	1LS	_____
8. Division 8-Doors and Windows	1LS	_____
9. Division 9-Finishes	1LS	_____
10. Division 10-Specialties	1LS	_____
11. Division 13 – Special Construction	1LS	_____
12. Division 15-Mechanical	1LS	_____
13. Division 16-Electrical	1LS	_____
14. Allowance for Unforeseen Conditions	1LS	\$ <u>50,000</u>
Total Amount of Bid		\$ <u>_____</u>

The Bidder hereby agrees to have the work completed within the following schedule:

1. Substantial completion by May 15, 2010.
2. Final completion within 30 days of Substantial Completion – June 15, 2010.

ADDITIONAL PRICE INFORMATION:

Terms: Discount of _____% for payment of invoice within 30 days from date of delivery and acceptance of materials or services and vendor's invoice.

County Based Enterprise (and Other) Certificates: Attach Bidder's County Based Enterprise certificate and/or other program certificates if one exists; otherwise it will not be considered during price evaluation.

CONSTRUCTION BIDDER QUESTIONNAIRE

Past Experience of Bidder

Largest Gross Amount of Work Done in One Year \$_____ Year _____

Largest Single Contract Completed: Work performed as Prime Contractor
 Subcontractor
 Joint Venture with: _____

Type and Location of Work	Engineer/Architect or Owner	Contract Price	Date Completed
_____	_____	_____	_____
_____	_____	_____	_____

If above project is not of the same general type as the proposed project, list the largest contract of such similar type completed.

Work performed as Prime Contractor
 Subcontractor
 Joint Venture with: _____

Type and Location of Work	Engineer/Architect or Owner	Contract Price	Date Completed
_____	_____	_____	_____
_____	_____	_____	_____

f) List work completed during at least the last 5 years that was of similar type and comparable size to the proposed work.

Type and Location of Work	Engineer/Architect or Owner	Contract Price	Date Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

KIDSPACE METHOD SPECIFICATION

The County by State law is required to deposit construction contract retainage in an interest bearing account in a regulated financial institution. After payment of bank maintenance charges, the interest earned and the retainage is paid to the Contractor as prescribed by state law.

The Contractor is entitled to the interest earned on the custodial account now being utilized by the County for retainage. The County is willing to invest the retainage funds, through the County Treasurer, in a pooled cash account and guarantee the Contractor a rate of interest in the amount that would have been earned if invested in a savings account at a full commercial banking institution. After the award of the contract the Contractor will be given the opportunity to make its election to contribute to Kidspace by allowing the County to invest the contract retainage funds in the pooled cash account, ("the Kidspace Method"). The interest earned in excess of the guaranteed rate would be contributed by the Contractor to the County's approved Kidspace Program. Kidspace is a non-profit corporation dedicated to provide on-site day care service in the Wayne County Building.

If the Contractor declines to allow investment in the pooled cash account, the contract retainage funds will be invested in the custodial bank account being used by the Treasurer.

A contractor can opt out of participation in the Kidspace Method by giving thirty (30) days notice to Purchasing Director, Wayne County Purchasing Office - 600 Randolph Street, Detroit, Michigan 48226-2831.

Following the final contract payment the County will report to the participating Contractor the total interest earned on the account and the distribution of the interest funds.

KIDSPACE METHOD ELECTION FORM

I _____, authorized Agent
for _____ ("Contractor") have familiarized myself with the Kidspace Method Specification that offers the
option of having the retainage funds for the project deposited in a pooled cash account, with the
"excess portion" of interest earned as described in the Specification, being voluntarily contributed
to Kidspace Inc., a non-profit corporation. The Contractor agrees as follows:

To participate in the Kidspace Method

Not to participate in the Kidspace Method

Dated: _____

By _____
Authorized Agent

SECTION 4 – SURETY FORMS

The attached sample Performance and Payment bonds will be required of the Successful Bidder before a contract award can be finalized.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
as principal and _____ as Surety, are held and firmly bound unto the
COUNTY OF WAYNE, its Chief Executive Officer, Board of Commissioners, Offices, Department,
Agents and Employees as their interests may appear, in the penal sum of
DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum of money well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas the above bounden
Principal has entered into a certain contract with the COUNTY OF WAYNE, Michigan, bearing the
date the _____ day of _____, 20__, for

NOW, IF THE SAID Principal shall in all respects well and truly keep and perform the said
contract on its part, in accordance with the terms thereof in the time and manner therein prescribed,
and further shall defend, indemnify, keep and save harmless the County of Wayne, its Chief Executive
Officer, Board of Commissioners, Offices, Departments, Agents and Employees as their interests may
appear, against all liabilities, judgments, costs, damages and expenses which may in any wise come
against said County of Wayne, its Chief Executive Officer, Board of Commissioners, Offices,
Departments, Agents, Employees, or any of them, as their interests may appear, in consequence of
the granting of such contract or which may in any wise result from the carelessness or neglect of said
Principal of its Agents, Employees or Workmen in any respect whatever, or which may result on
account of any infringement of any patent by reason of the materials, machinery, device or apparatus
used, in the performance of said contract, and, moreover, shall pay to said County any sum or sums of
money due said County by reason of any failure or neglect in the performance of the requirements of
said contract, where the said County shall have elected to suspend the same, and shall pay all claims
and damages whatsoever which may accrue to each and every person who shall be employed by said
Principal or by its assignee or assignees, Contractors, Subcontractor or Subcontractors, in or about
the performance of said contract, then is this obligation to be null and void, otherwise, to remain in full
force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the
work to be done under it, or the giving by the County of any extension of time for the performance of
the contract, or any other forbearance on the part of either the County or the Principal to the other
shall not in any way release the Principal and the Surety or either of them, their heirs, executors,
administrators, successors or assigns from their liability hereunder, notice to the Surety of any such
alterations, extension of time or of forbearance being hereby waived.

WITNESSES:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That ____
as Principal and ____
as Surety, are held and firmly bound unto the County of Wayne, its Chief Executive Officer, Board of Commissioners, Officers, Departments, Agents and Employees, in the penal sum of _____
_____ DOLLARS (\$ _____) lawful money of the United States, for the payment of
which sum of money well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____, 2009

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That whereas the above bounden
Principal has entered into a certain contract with the County of Wayne, Michigan, bearing date the
day of _____, 2009, for

NOW, IF THE SAID Principal shall pay, as the same may become duly payable, all
indebtedness which may arise payable by said Contractor to a subcontractor or party performing labor
or furnishing materials, or payable by any subcontractor to any person, firm or corporation on account
of any labor performed, or materials furnished in the erection, repairing or ornamentation of such
building, improvement, or works, in accordance with the provisions of Act No. 213 of the Public Acts of
the State of Michigan, for the year 1963, as amended, then this obligation shall be void; otherwise to
remain in full force and virtue.

AND PROVIDED, That any alterations which may be made in the terms of the contract, or in
the work to be done under it, or the giving by the County of any extension of time for the performance
of the contract, or any other forbearance on the part of either the County or the Principal to the other
shall not in any way release the Principal and the Surety or either of them, their heirs, executors,
administrators, successors or assigns from their liability hereunder, notice to the Surety of any such
alterations, extension of time or of forbearance being hereby waived.

WITNESSES:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

SECTION 5 – CONTRACT

The following sections are included in the Contract between the County of Wayne and the successful bidder:

CONTRACT REQUIREMENTS/SECTIONS:

- Section 101 Definition of Terms
- Section 102 Surety and Indemnification
- Section 103 Scope of Work
- Section 104 Control of Work
- Section 105 Control of Materials
- Section 106 Legal Relations and Responsibility to Public
- Section 107 Prosecution and Progress
- Section 108 Measurement and Payment
- Section 109 Miscellaneous and Construction Provisions