



Mark A. Hackel  
County Executive

## **ADDENDUM # 1** **RFP- 18-49**

**For:**  
**Rasch Office Building Roof Project**

Following are items discussed during the Pre-bid Meeting of 7/10/18:

The roof access hatch needs to be properly flashed so it may be operational.

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**MACOMB COUNTY PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL**

**PROPOSAL ITEM NO. : RFP 18-49**

**PROPOSAL TITLE: ROOFING PROJECT – RASCH ST. OFFICE BLDG.**

**REQUEST FOR PROPOSAL**

**The Macomb County Purchasing Department will be receiving sealed proposals for the Rasch St. Office Bldg. Roofing Project.**

**This project consists of work at:**

***Macomb County Dept. of Roads  
Maintenance Dept.  
23000 Rasch St.  
Clinton Twp., MI 48035***

**The project consists of all necessary labor, materials and equipment required for the complete execution of all the work specified herein.**



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**OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to select a vendor to furnish all labor, materials and equipment required for the complete execution of the storage building roof at the Macomb County Department of Roads – Clinton Twp. Service Center. The goal is to select the most capable vendor offering the most competitive price. This proposal is in accordance with the Macomb County Procurement Policy.

**SUBMISSION PROCEDURES**

**Date Due:** **July 19, 2018 at 10:00 AM (local time)**

Proposals will be publicly opened and read.

**DELIVER via FEDEX, UPS, or hand-deliver DIRECTLY TO 34592 Nova Dr., Clinton Twp., MI 48035 - PURCHASING DEPT./SHIPPING & RECEIVING BY DUE DATE & TIME.**

**If USPS is utilized for submissions, there is no guarantee of a timely delivery as the Post Office does not deliver to individual County Buildings.**

**NO LATE PROPOSALS ACCEPTED.**

**Mail to:** Macomb County Purchasing  
JoAnna Strizic, Asst. Purchasing Manager  
ATTN: Sara Lozen  
34592 Nova Dr.  
Clinton Twp., MI 48035

**Return:** One (1) hard copy original  
**One (1) copy of the Proposal.**  
Clearly mark on the envelope **SEALED PROPOSAL ITEM 18-49 Roofing Project – Rasch St. Office Bldg.**  
Label all submission envelopes with the company name on the outside.

**Complete and return all pages requiring vendor response.**

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the Proposal. Any Proposer information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Proposer.

**Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website [www.mitn.info](http://www.mitn.info).**

**QUESTIONS**

**Due:** **July 11, 2018 at 2:00 PM (local time)**

**Submit to:** Email: [jstrizic@rcmcweb.org](mailto:jstrizic@rcmcweb.org)  
Fax: 586-791-5860

Questions regarding proposal specifications may be directed in writing only, by email or fax. All questions or clarifications must be directed to the Purchasing Department. Any attempt to contact a County department, other than Purchasing, regarding current Proposals may be grounds for disqualification as a vendor. Answers will be posted to MITN.

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**MANDATORY PRE-BID MEETING**

Date: **July 10, 2018, at 10:00 AM (local time)**  
Location: **23000 Rasch St., Clinton Twp., MI 48035**

This is a **mandatory** pre-bid meeting.

The purpose of this meeting is to review the job location and Proposal Specifications. No other site visit will be scheduled. **Attendance is mandatory as it will be the only opportunity to see the site prior to bidding.**

Facility related questions will be answered at this meeting. Other questions related to the Proposal specifications must be submitted in writing to the Purchasing Department.

**MODIFICATIONS**

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website [www.mitn.info](http://www.mitn.info). Clarifications, modifications, or amendments may be made to this document at the discretion of the Macomb County Purchasing Department prior to the opening of the solicitations. Should any such changes be made, an addendum will be issued and posted on the MITN website. It is the responsibility of each Proposer to check the website and verify that he/she has received all Addenda prior to submitting a Proposal.

It is also the responsibility of each Proposer to verify that all sub-Proposers and material suppliers whose prices are incorporated in the Proposer's Proposal are familiar with the Proposing Documents in their entirety, including all Addenda issued up to the time of the Proposal opening. (See also *ERRORS, OMISSIONS, AND/OR DISCREPANCIES, below.*)

All addenda issued to Proposers prior to date of receipt of Proposals shall become a part of these specifications, and all Proposals are to include the Work therein described.

**DEFINITIONS**

- A. Proposing Documents include this Request for Proposal, (including drawings, specifications and all Addenda issued prior to execution of the Contract) and the proposed Contract Documents.
- B. Addenda are written or graphic instruments issued by Macomb County prior to the execution of the Contract that modify or interpret the Proposing Documents.
- C. The Base Proposal is the sum state in the Proposal for which the Proposer offers to perform the Work described in the Proposing Documents as the base, to which Work may be added or from which Work may be deleted.
- D. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials, equipment, or services, or a portion of the Work as described in the Proposing Documents.
- E. A Proposer is a person or entity who submits a Proposal to Macomb County, and who meets the requirements set forth in the Proposing Documents.
- F. Default is the failure of the Proposer to fulfill the obligations of the contract, including but not limited to, failure to deliver on time or the unauthorized substitution of articles

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other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages).

G. Owner is the County of Macomb.

H. Contractor is a person or business which provides goods or services to the County of Macomb under terms specified in a contract.

**PROPOSING DOCUMENTS**

All Proposing Documents are available on the Michigan Inter-governmental Trade Network (MITN) website [www.mitn.info](http://www.mitn.info). Proposers shall use complete sets of Proposing Documents in preparing Proposals. Macomb County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposing Documents.

All Proposing Documents are the property of the Architect.

**EXAMINATION OF PROPOSING DOCUMENTS AND SITE**

Before submitting a Proposal, the Proposer shall carefully examine the drawings, read the specifications and all other Proposing Documents; and visit the site of the Work. Each Proposer shall inspect the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be performed. The Proposer shall fully inform himself/herself prior to Proposing as to all existing conditions and limitations under which the Work is to be performed and he/she shall include in the Proposal a sum to cover the cost of all items necessary to perform the Work as set forth in the Proposing Documents. No allowance will be made to the Proposer because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination. Claims for extra payments based on lack of knowledge of existing circumstances will not be allowed.

**PROPOSER'S QUALIFICATIONS**

Proposers must be properly licensed under the state laws governing their respective trades. Proposers shall meet qualifications indicated in the Proposing Documents. Macomb County may make such investigations as necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish to Macomb County all such information and data for this purpose as Macomb County may request. Macomb County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Macomb County that such Proposer is not properly qualified to carry out the obligations of the Contract.

Submission of a Proposer shall serve as evidence that the Proposer has confirmed that the Proposer is properly qualified to perform the work and is capable of obtaining the required bonds and insurance.

**COMPONENT/PRODUCT RESPONSIBILITY**

The successful Proposer will provide field instructions for Macomb County's operators, mechanics and/or supervisors. The successful Proposer shall be responsible to insure that all components delivered operate properly and with the intent and details of these specifications.

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**STATUS OF PROPOSERS**

*Proprietors submitting Proposals* shall indicate their status as proprietors.

*Proposers submitting Proposers for partnerships* shall indicate their status as partners and shall submit, upon request of Macomb County within 24 hours following receipts of Proposals, a certified copy of the power of attorney authorizing the executor of the Proposal to bind the partnership.

*Proposers submitting Proposals for corporations* shall indicate their status as corporations and shall submit, upon request of the Owner within 24 hours following receipt of Proposals, a certified copy of the board of directors' authorization for the Proposer to bind the corporation and shall affix the corporate seal on the Proposal.

Proposers shall provide, upon request of Macomb County, within 24 hours following receipt of Proposals, the following:

1. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
2. Name of county or state where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in the project state at the time of executing the contract.

**ERRORS, OMISSIONS, AND/OR DISCREPANCIES**

Proposer shall not be allowed to take advantage of errors, omissions, and/or discrepancies found in the Proposing Documents. In the event a conflict or omission is discovered in the Proposing Documents after the issuing of the last addendum such that an interpretation cannot be issued by Macomb County prior to proposing, the Proposer is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work.

**SUBSTITUTION OF MATERIALS AND EQUIPMENT**

Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided that the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance appearance and function.

To obtain approval to use unspecified products, Proposers shall submit written requests at least ten (10) days before the proposal date. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability.

If the product is acceptable, the Architect will approve it in an Addendum which will be posted on the MITN website. The product shall not be purchased or installed by the Contractor without the Architect's written approval.

Voluntary alternates or qualifications contrary to the Contract requirements made by the Proposer in or accompanying his/her Proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.

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**TERMINATION**

Macomb County reserves the right to terminate any award to the Proposer without any liability, upon a 30 day notice from Macomb County.

**DEFAULT (refer to Section: Definitions, Item F)**

If continued abuse of any/or all of the default conditions persist, Macomb County will notify the Contractor in writing. The Contractor will be given thirty (30) days to correct this default condition. Failure to correct within the specified period will result in Macomb County canceling the Contract and procuring the articles or services from other sources. The Contractor will be responsible for any excess costs occasioned thereby.

**RIGHT TO REJECT**

Macomb County reserves the right to reject any or all Proposals in whole or in part and to waive any informalities therein, or accept any Proposal it may deem in the best interest of the County.

Note: Past experience and performance may be a factor in making an award.

**MODIFICATION AND WITHDRAWAL OF PROPOSALS**

A Proposal may be withdrawn on personal requests received from Proposer prior to submission time. A Proposal being withdrawn may be re-submitted up to submission time. Negligence or error on the part of the Proposer in preparing his/her Proposal confers no right for withdrawal of the Proposal after it has been opened.

**OFFER PERIOD**

Proposals will remain firm for a period of 120 days after official opening of Proposals.

**PROPOSAL BREAKDOWN CONSTRUCTION INFORMATION**

Upon notice from the Architect, the low Proposers shall submit a detailed cost breakdown of all work covered by the Proposing Documents. The breakdown shall show quantity of material and labor, units of material and labor, material cost, labor cost and total cost.

**EXECUTION OF CONTRACT**

Macomb County reserves the right to accept any and all Proposals, or to negotiate contract terms with the various Proposers when such is deemed by Macomb County to be Macomb County's best interest.

**UNIT PRICES**

Unit prices shall include all charges applicable to the items including, but not limited to, materials, shoring, hauling removal, fee, layout, supervision and overhead (field and home office), labor, general expenses, transportation, taxes, insurance and profit. Single unit prices shall apply to additions to, or deductions from the Work.

**SCHEDULE - TIME OF COMPLETION**

Work is to commence on a date specified in a written "Notice to Proceed", and the Work shall be fully complete within the required time allowed. Macomb County requires the Work to be substantially complete no later than the agreed upon completion date.

**BASIS OF PROPOSAL**

A single lump sum Proposal is being entertained for the Work of the Proposal.



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**SALES AND EXCISE TAXES**

The County of Macomb, being a governmental unit, is exempt from sales and federal excise taxes. The price is to be net, exclusive of any taxes. All prices stated in the Proposal response will include all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, or contributions required by Proposer's business.

**PERMITS**

Any needed city permits and bonds will be required prior to award of Contract and commencement of Work.

**INDEMNIFICATION**

Macomb County will not be responsible for injury to Contractor's employees, Sub-Contractors, or to third parties caused by the Contractor's agents, servants or employees. Therefore, the Contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The Contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

**BID BOND/GUARANTEE**

All Proposals must be accompanied by a certified check, cashier's check, or a satisfactory Surety Bid Bond in an amount not less than five percent (5%) of the total Proposal price. Checks shall be made payable to Macomb County Department of Roads. No Proposal shall be considered unless it is accompanied by a certified check, cashier's check or a satisfactory Surety Bid Bond.

Checks will be returned to all except the three (3) lowest Proposers for each contract within five (5) days after the opening of the Proposals, and the remaining checks will be returned promptly after Macomb County Department of Roads and the accepted Proposers have executed the Contract, or if no award has been made, within one hundred twenty (120) days after the date of the opening of the Proposals, upon demand of the Proposer at any time thereafter, so long as he has not been notified of the acceptance of his/her Proposal.

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The Bid Bond/Guarantee may be forfeited to Macomb County Department of Roads, if the successful Proposer refuses to enter into a Contract within ten (10) days upon award of Contract from Macomb County Department of Roads.

Bid Bonds shall be accompanied by a Power-of-Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.

**PERFORMANCE AND PAYMENT BOND**

The successful Proposer will be required to furnish a satisfactory performance and payment bond each in an amount equal to 100 percent of the Contract Sum, within five (5) days after notification of intent to enter into Contract. Bonds, in the full amount of the contract, are required so that the County has a guarantee that the Contractor will faithfully perform the contract and the Contractor will make all payments for all labor and material costs or claims covered or furnished under the contract.

All bonds and policies or certificates of insurance must meet with the approval of Macomb County before the Contractor will be allowed to commence the Work. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to Macomb County shall subject the Proposer(s) to forfeiture of Bid Bond.

**The Performance and Payment Bond must be from a surety company licensed to do business in the State of Michigan, and will be in Compliance with all the requirements of MCL 129.201 et seq.**

**CONTRACTS WITH SUB-CONTRACTORS**

All contracts made by the Proposer with Sub-Contractors shall be covered by the terms and conditions of the Contract. The Proposer shall inform all Sub-Contractors of these terms and conditions. Macomb County reserves the right to require of the Proposers tentatively selected for consideration in the awarding of the Contract, a list of the Sub-Contractors whom the Contractor intends to employ.

Macomb County reserves the right to disapprove the use of any proposed Sub-Contractor, and in such event, the Proposer submitting such Sub-Contractor shall submit another such Sub-Contractor in like manner within the time specified by Macomb County. Macomb County reserves the right to reject any proposal if such information required by Macomb County is not submitted as above indicated.

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**INSURANCE**

*COMMERCIAL GENERAL LIABILITY INSURANCE*

Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000 (two million dollars). The policy shall include;

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

*WORKERS' COMPENSATION*

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.

*AUTOMOBILE LIABILITY INSURANCE*

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

*PROFESSIONAL LIABILITY/ERRORS & OMISSIONS*

Professional Liability Insurance with minimum limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate.

*INSURANCE INSTRUCTIONS*

All certificates of insurance and duplicate policies shall contain the following:

The County of Macomb shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the County of Macomb including its agents, employees, elected and appointed officials and agencies. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less that an A-, VII.

The insurance company(s) issuing the policy or policies will have no recourse against the County of Macomb for payment of any premiums or for assessments under any form of policy.

The Contractor will assume any and all deductibles in the above any and all deductibles in the above-described insurance policies.

The term "INSURED" is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the Owner's liability.

All certificates are to provide a thirty (30) day notice of material change or cancellation. Certificates of insurance must be provided no less than ten (10) working days before commencement of work to the County of Macomb, 120 North Main Street, Mt. Clemens, Michigan 48043 Attn: Department of Risk Management and Macomb County Dept. of Roads, 34592 Nova Dr., Clinton Twp., MI 48035 Attn: Purchasing Dept.

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**SPECIFICATIONS/SCOPE OF WORK**

The following Scope of Work shall be used as an outline for the work to be performed. Language contained within the specifications supersedes any documents in the bid package. No staples are to be used on this project.

Proposals must include all labor, materials, equipment, debris/trash removal, transportation, services, permits and taxes for completion of work outlined and must be in accordance with local codes and ordinances.

- Remove current insulation and roofs to deck
- Inspect deck, repair if necessary
- Install new 2.8” polyisocyanurate insulation R-value 16.2 mechanically fasten to deck
- Install 1” wool fiber insulation R-value 4.1 adhered in Type III asphalt, stagger all joints
- Install 100% waterproofing trillaminate base sheet adhered to Type III asphalt
- Install 3 plies of Type IV fiberglass roofing felts adhered in Type III asphalt
- Install new 4 lb. lead drain flashing and drain inserts
- Install new reinforced elastomeric perimeter and curb flashing
- Install new SEBS asphalt flood coat and gravel
- Install new 24 gauge perimeter metal coping

**Specifications**

- Prior to commencement of work, the Contractor shall furnish MSDS sheets for all chemicals to be used in the performance of the scope of work to Leo Ciavatta, or his designee, for approval.
- Workers shall not disturb the normal operations of the buildings under these specifications.
- Contractor is responsible for exact measurements of all areas.
- Contractor shall take necessary precaution to cover surrounding areas so as to not damage machinery, doors, etc. Ensure that all appropriate measures are taken to fully protect all surfaces, persons and adjacent areas before, during and after the work. Not limited to vehicles, property that in, near or within sphere that could be affected by the work; weather elements, such as: sun, wind, rain, humidity and outside forces.
- Post all appropriate signs and barricades where applicable prior to any work being performed.
- The contractor is responsible for the safe disposal of all materials used in this project in accordance with EPA and other Federal and State guidelines and regulations.

**A Bid Bond is required**

**Bidders must provide documentation as a licensed and insured Contractor for the service offered**

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**PART 1 — GENERAL**

**1.1 DEFINITIONS**

- A. The Owner and the Contractor shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.
- B. The term Owner shall be understood to be Macomb County Department of Roads.

**1.2 OWNER'S REPRESENTATIVE STATUS**

- A. The Owner shall have general Rights of Inspection of the work in all matters pertaining to the work as provided in the Contract Documents. The Owner has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

**1.3 CONDITION OF SITE**

- A. The bidders must visit the site before submitting their proposals and determine the field conditions affecting their work. In considering the proposals, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

**1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS**

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner and the Owner will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

**1.5 PROTECTION OF OWNER'S OPERATIONS**

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

**1.6 PROTECTION OF WORK AND PROPERTY**

- A. The Contractor must maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless

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from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.

- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the Owner.

**1.7 MATERIAL STORAGE AND CLEAN-UP**

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

**1.8 INSPECTION OF WORK**

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner, the Contractor shall give ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Owner, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be borne by the Owner.



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**1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION**

- A. If directed by the Owner, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

**1.10 MISCELLANEOUS UTILITIES**

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Owner with proper authorization.

**E. 1.11 CHANGES OR EXTRA WORK**

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined:
  - 1. By firm price adjustment;
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

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**1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT**

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

**1.13 CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. **The Contractor shall guarantee all materials and workmanship for a minimum of two (2) years from date of final payment of the contract by the Owner.** Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

**1.14 DEDUCTION FOR UNCORRECTED WORK**

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

**1.15 JOB CONDITIONS**

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.



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- E. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- F. No drugs or alcoholic beverages are permitted on the grounds.
- G. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- H. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner.
- I. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- J. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- K. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner will reject any covering method or material which does not adequately protect roofing materials.
- L. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- M. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- N. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

**1.16 WORKMANSHIP**

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

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**1.17 INSULATION**

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.
- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

**1.18 ROOF DECK**

- A. Contractor shall notify the Owner of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

**1.19 SAFETY**

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

**1.20 WORK HOURS AND DAYS**

When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. No night or Saturday or Sunday work (without prior approval from Superintendent) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. Regular working hours are 7:00 am – 3:30 pm.

**1.21 COMPLIANCE WITH LAWS**

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

**1.22 OWNER'S RULES**

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner for specific information regarding the rules governing all operations of the project.

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- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

**1.23 SAFETY AND ECOLOGY**

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.).

**. PART 2 — GENERAL**

**2.1 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES**

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.
- A. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

**2.2 PAYMENT**

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.

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- F. Upon completion of the job, the Owner and the Contractor will make final inspection of the work done, and the Owner will sign a completion slip authorizing final payments.
- G. If requested by the Owner, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- H. If requested by the Owner, a certified check shall be paid by the Contractor to material supplier prior to release of order.
- I. If requested by the Owner, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- J. Contractor shall have a pre-approved line of credit from the material supplier.
- K. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

**PART 3 — CONTRACTOR'S INSTRUCTIONS**

**3.1 TAXES**

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

**3.2 CONTRACTOR'S LICENSE**

- A. All pertinent state and local licenses will be required.

**3.3 QUALIFICATION OF BIDDERS**

- A. Provide State of Michigan pre-certification forms.

**3.4 BUILDING PERMITS**

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

**3.5 JOB COORDINATION**

- A. Contractor is responsible for daily communication with the Owner relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Leo Ciavatta.

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**3.7 SUPERINTENDENT**

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

**3.8 INSPECTIONS**

- A. Before any material applications are made, the Owner and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner and Contractor upon being notified of completion of specified work and clean-up.

**PART 4 — STATEMENT OF POLICY**

**4.1 ENGINEERING**

- A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaims any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions. Re-roofing or Ballasted Roofing Systems will require certification from a structural engineer that the structure will support the proposed additional weight.

**4.2 GUARANTEES**

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. **THE MATERIAL MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE**

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BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS. The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

**4.3 APPROVED CONTRACTORS**

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

**4.4 ROOFING SEQUENCE**

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

**4.5 ACCEPTABILITY OF COMPLETED WORK**

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

**B. 4.6 ENGINEERING AND ROOF DECK**

- A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaims any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

**QUALITY ASSURANCE**

Source Limitations: Obtain specified products as required from warranting manufacturer as outlined in the specifications.

Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

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Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

**MANUFACTURER’S INSPECTIONS**

- A. When the project is in progress, the base sheet system manufacturer will provide the following:
  - 1. Keep the Owner informed as to the progress and quality of the work as observed.
  - 2. Provide daily job site inspections during installation of the shingle roof system. Provide daily emailed progress reports to the Owner outlining the day’s roof renovation progress.
  - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor’s attention.
  - 4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

**DELIVERY, STORAGE, AND HANDLING**

Store roofing materials in a dry, well-ventilated, weather tight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.

Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.

Protect unused under-layment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress..

**PROJECT CONDITIONS**

Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.

Install self-adhering sheet under-layment within the range of ambient and substrate temperatures recommended by manufacturer.



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**FORMS**

**INSTRUCTIONS**

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the proposal. Any Proposer information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Proposer.

**LIST**

The following is a list of forms that are to be completed and returned:

County Vendor Disclosure Form. . .	Page 24
Non-Collusion Affidavit . . . . .	Page 26
Macomb County Preference . . . . .	Page 27
General Information . . . . .	Page 28
Work References . . . . .	Page 29
Federal E-Verify Program . . . . .	Page 30
Iran Economic Sanction Act . . .	Page 31
Debarment Form . . . . .	Page 32
Proposal Form . . . . .	Page 33
Proposal Form Supplement . . . . .	Page 37
List of Sub-Contractors . . . . .	Page 39



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**County of Macomb, Michigan**  
**VENDOR DISCLOSURE FORM**

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

**PLEASE RETURN THE COMPLETED FORM TO:**  
Macomb County Purchasing Department  
ATTN: Vendor Disclosure  
34592 Nova Dr.  
Clinton Twp., MI 48035

VENDOR NAME: \_\_\_\_\_

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES  NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): \_\_\_\_\_
- B. County Position/Title: \_\_\_\_\_  
County Department or \_\_\_\_\_
- C. Agency: \_\_\_\_\_

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any of the following capacities, either compensated or non-compensated: director, officer, partner, beneficiary, trustee, member, employee or contractor.

YES  NO

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): \_\_\_\_\_
- B. County Position/Title: \_\_\_\_\_
- C. County Department or Agency: \_\_\_\_\_
- D. Position/Title with Vendor: \_\_\_\_\_

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3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

**YES**                       **NO**

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): \_\_\_\_\_
- B. County Position/Title: \_\_\_\_\_
- C. County Department or Agency: \_\_\_\_\_  
    % of Ownership of Vendor
- D. Organization: \_\_\_\_\_

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

**YES**                       **NO**

If yes, please provide further explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**NON-COLLUSION AFFIDAVIT**

STATE OF )  
 ) ss  
COUNTY OF )

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is authorized on behalf of \_\_\_\_\_ (Proposer Name) who is making the foregoing proposal(s) that:

- 1) Such proposals are genuine and not collusive or a sham.
- 2) This Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a proposal which is a sham.
- 3) This Proposer has not in any manner agreed with any other persons or businesses to fix the proposed price, overhead, profit, or any cost element of the submitted proposal.
- 4) This Proposer has not attempted to secure any advantage against any other Proposers through collusion with any other Proposer or employees or representative of the County.
- 5) That the proposals submitted are true and accurate to the best of my knowledge and belief and are made in good faith.
- 6) This Proposer has not directly or indirectly submitted or disclosed its proposal or its contents or divulged information or data relative thereto to any association or to any member or agent of any other Proposer to this proposal.

Further, Affiant sayeth not.

\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_,  
State of \_\_\_\_\_,  
My Commission Expires: \_\_\_\_\_

**PROPOSER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR PROPOSAL SUBMISSION.**

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**MACOMB COUNTY BASED PREFERENCE**

A local preference percentage credit from the following allowance table will be applied to the bid of any County-based Enterprise. This credit will be subtracted from the Proposal of the County-based Enterprise. In comparing Proposals, the Proposal of the County –based Enterprise after subtraction of the credit shall be considered the official Proposal. However, if the County-based Enterprise is awarded the Contract, the Proposal without the equalization percentage credit shall be the Contract price.

<b><u>Contract Amount</u></b>	<b><u>Local Preference Percentage</u></b>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Proposer thus evaluated.

**IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:**

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your Proposal or response to this Request for Proposal? **YES \_\_\_\_\_ NO \_\_\_\_\_**
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? **YES \_\_\_\_\_ NO \_\_\_\_\_**
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? **YES \_\_\_\_\_ NO \_\_\_\_\_**
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this bid or proposal? **YES \_\_\_\_\_ NO \_\_\_\_\_**

**Drug Screening**

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? **YES \_\_\_\_\_ No \_\_\_\_\_**

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ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**GENERAL INFORMATION**

In further description of this Proposal, we desire to submit sheets marked as follows:

\_\_\_\_\_

Proposing under the name of: \_\_\_\_\_

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

Federal Employer Identification Number: \_\_\_\_\_

which is (check one of the following):

( ) Corporation, incorporated under the laws of the State of:

\_\_\_\_\_

( ) Partnership, consisting of (list partners):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

( ) Assumed Name (Register No.) \_\_\_\_\_

( ) Individual

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed or typed signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\*\*\*

When payment on such order or contract is to be directed to the same company at an address different from above, please list the address to be used below:

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**WORK REFERENCES**

PROPOSER'S COMPANY NAME \_\_\_\_\_  
Please list at least three (3) companies or public agencies for which you have done similar work.

Macomb County reserves the right to reject low Proposals for poor past performance or inadequate references.

NAME OF COMPANY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**FEDERAL E-VERIFY PROGRAM**

The Macomb County Board of Commissioners has established a policy regarding the Federal E-Verify Program. This policy states that future contracts (including both new and reviewing contracts) between Macomb County and contractors and vendors who provide services in excess of twenty-thousand dollars (\$20,000) shall require the contractors and vendors to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees and require the County’s Human Resources Department to utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring new employees.

**For more information about E-Verify, go to [www.uscis.gov](http://www.uscis.gov).** Click on the E-Verify icon on the bottom left-hand corner of page.

**ACKNOWLEDGMENT OF MACOMB COUNTY’S POLICY  
REQUIRING PARTICIPATION IN THE FEDERAL E-VERIFY PROGRAM  
AND CERTIFICATION OF COMPLIANCE**

The undersigned hereby acknowledges receipt of a copy of the policy of the Macomb County Board of Commissioners requiring contractors, including those providing professional services, who provide services **in excess of \$20,000 a year** to the County to register and participate in the Federal E-Verify Program.

The undersigned hereby certifies that (he/she/it) will comply with this policy and will register with, participate in and utilize the E-Verify Program or any successor program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Signature

\_\_\_\_\_  
Name of Company



**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below-named Proposer \_\_\_\_\_, hereby certifies, represents and warrants that the Proposer, including its officers, directors and employees, is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Proposer is awarded a contract, the Proposer will not become an “Iran linked business” at any time during the course of performing any services under the contract.

PROPOSER: \_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

Its: \_\_\_\_\_

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



**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**MACOMB COUNTY DEPARTMENT OF ROADS**

**VENDOR CERTIFICATION DEBARMENT**

All information requested in this section must be completed and the document notarized. Any information omitted, or erroneously reported, may result in disqualification for current or future bidding and supply on behalf of the Macomb County Department of Roads.

The undersigned warrants and presents that they have full complete authority to make representations for and on behalf of the undersigned company and that their representations are fully binding upon the undersigned company.

1. The undersigned are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from transactions by any federal department or agency, or any state, county or local municipality, department or agency.
2. The undersigned has not within a three (3) year period preceding this bid been convicted of, or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, or a contract a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. The undersigned are not presently indicted for or otherwise criminally or civilly charged by any governmental entity (federal, state or local) with commission of any of the offenses set forth in paragraph 2.
4. The undersigned have not within a three (3) year period preceding this bid, had one or more public transactions (federal, state or local) terminated or attempted to be terminated for cause or default.

**IF THE APPLICANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, CERTIFICATION AND EXPLANATION SHALL BE ATTACHED AND PRESENTED WITH THIS CERTIFICATION.**

**THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED MADE ON BEHALF OF THE UNDERSIGNED BIDDER.**

Bidder:

Bidder Address:

Applicant/Bidder Representative:

Signature: \_\_\_\_\_  
(Print full name)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_,  
State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**PROPOSAL FORM**

**Proposal Item 18-49  
Roofing Project  
Rasch St. Office Building**

Proposer: \_\_\_\_\_  
*(print or type company name)*

County of Macomb  
Mount Clemens, Michigan

OWNER \_\_\_\_\_  
*(Telephone Number)*

MACOMB COUNTY  
MT. CLEMENS, MICHIGAN 48043

**GENERAL AGREEMENTS**

- A. The Proposer acknowledges that he/she has had the opportunity to examine the site and locality where the Work is to be performed and has become familiar with the legal requirements, laws, rules, regulations and conditions affecting the cost, progress and performance of the Work; and has made such independent investigations as Proposer deemed necessary to prepare the Proposal. Further, Proposer hereby states that the Base Proposal set forth in this Proposal Response is true and correct.
- B. The Proposer agrees that this Proposal shall not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving Proposals.
- C. The Proposer declares that in preparing this Proposal, Proposer is assured of the availability of all labor, materials and products to meet the substantial completion date.
- D. The Proposer acknowledges that the price stated below includes all taxes of whatever character or description.
- E. The Proposer agrees to execute a Contract for work covered by this Proposal, provided that he/she be notified of its acceptance within one hundred twenty (120) days after the opening of Proposals.

**SCHEDULE - TIME OF COMPLETION**

The undersigned agrees to commence the Work of the Contract Documents on a date specified in a written "Notice to Proceed", and shall fully complete the Work within the required time allowed. Owner requires work to be substantially complete no later than the *agreed upon completion date*. The proposed Proposal is in full consideration of this.

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

Addendum No. 1, dated \_\_\_\_\_, Addendum No. 3, dated \_\_\_\_\_

Addendum No. 2, dated \_\_\_\_\_, Addendum No. 4, dated \_\_\_\_\_

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



PROPOSAL FORM SUPPLEMENTS

Attached to this Proposal Form and incorporated herein are the following documents, completed in full by the undersigned:

Base Proposal Form Supplement – Unit Prices/Supplemental Fees

BASE PROPOSAL

The undersigned Proposer, having carefully examined the Proposing and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the Owner, and being familiar with all conditions and requirements of the Work, hereby proposes and agrees to furnish all material, labor, equipment, tools and supervision; and to furnish all services necessary to complete the Work required in accordance with the Proposing Documents for the following projects, in the following amounts:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

*(Sum to be written out)*

**Please list any additional pricing (if necessary) on the following lines:**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Manufacturer/Type of Shingle being bid:** \_\_\_\_\_

**Warranty Information:**

Material: \_\_\_\_\_ Labor: \_\_\_\_\_

**The following items are included with completed Proposal:**

Licensed/Insured Contractor documentation: \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Bond: \_\_\_\_\_ Yes \_\_\_\_\_ No

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**COMPLETION AND DELIVERY:**

Please indicate the length of time to complete Project from date of work request.

\_\_\_\_\_ Number of days to complete work from date of request.

**Authorized signature for**

\_\_\_\_\_  
**Completion Clause**

**VOLUNTARY ALTERNATES**

The following voluntary alternates are offered by the Proposer. The undersigned agrees that the amounts indicated below shall be added to or deducted from the Base Proposal, as the case may be for each alternate which is accepted.

Description of Voluntary Alternates	Add	Deduct
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Name of Proposing firm or corporation)

Witness:

By: \_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

By: \_\_\_\_\_  
(Type or print name)

Title: \_\_\_\_\_  
(Owner/Partner/President/Vice Pres.)

Title: \_\_\_\_\_  
(Corporate Secretary or Assistant Secretary Only)

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

License: \_\_\_\_\_

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

*(Affix Corporate Seal Here)*

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**PROPOSAL FORM SUPPLEMENT - UNIT PRICES/SUPPLEMENTAL FEES**

This form is required to be attached to the Base Proposal Form.

**Proposal Item 18-49  
Roofing Project -  
Rasch St. Office Building**

Proposer: \_\_\_\_\_  
(print or type company name)

County of Macomb  
Mount Clemens, Michigan

**UNIT PRICES**

For changing quantities of work item from those indicated in the drawings and specifications upon written instructions from the Owner's Representative, the following Unit Prices shall prevail.

Such Unit Prices shall be understood to include all labor, materials, shoring, hauling removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Reimbursement of the Contractor will be made strictly on the basis of a quantitative survey of extended material placed for the unit prices shown.

**SUPPLEMENTAL FEES**

For additional work performed upon instruction of Macomb County, by Sub-Contractors of the Undersigned, add to the Sub-Contractor's prices for such work a fee of \_\_\_\_\_%, which includes all the charges of the undersigned for overhead and profit.

Any additional work performed upon instruction of Macomb County by persons other than the Sub-Contractors of the undersigned, the charges will be actual cost of the labor, and materials, (less all discounts) plus the fee of \_\_\_\_\_%, which includes all the charges of the undersigned for overhead and profit, and to which shall be added the actual cost of insurance & taxes.

Each Proposal covering extra work, shall be accompanied with complete itemized material & labor breakdowns.

For all revisions involving the deletion of contract work, it is agreed that the full credit shall be given Macomb County for such work deleted, including overhead and profit as quoted hereinbefore.

**NEGOTIATION**

The undersigned agrees that, should the overall cost exceed the funds available, he/she will be willing to negotiate with Macomb County and Architect; for the purpose of making further reductions in the Contract work, and shall agree to give full credit for all such reductions in the work requested by Macomb County, including full value of labor, materials, and Sub-Contract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



Submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Name of Proposing firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name)

Title: \_\_\_\_\_  
(Owner/Partner/President/Vice Pres.)

**PROPOSAL ITEM RFP 18-49  
ROOFING PROJECT – RASCH ST. OFFICE BUILDING**



**PROPOSAL FORM SUPPLEMENT - LIST OF SUB-CONTRACTORS**

All sealed Proposals for construction contracts shall provide a list of preferred sub-contractors and identify, with documentation, whether each subcontractor is a County-based Enterprise.

**NAME OF PROPOSER:** \_\_\_\_\_

**NAME OF SUB-CONTRACTOR** \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

MACOMB COUNTY BASED ENTERPRISE (Y/N) \_\_\_\_\_

**NAME OF SUB-CONTRACTOR** \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

MACOMB COUNTY BASED ENTERPRISE (Y/N) \_\_\_\_\_

**NAME OF SUB-CONTRACTOR** \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

MACOMB COUNTY BASED ENTERPRISE (Y/N) \_\_\_\_\_

**NAME OF SUB-CONTRACTOR** \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

MACOMB COUNTY BASED ENTERPRISE (Y/N) \_\_\_\_\_