


# FACILITY SERVICES



## ELECTRICAL SERVICES AGREEMENT

TERM:	AWARD:	ERP:
5/1/2023 TO 4/30/2028	\$25,000	#679 
REVIEWED BY: DONALD J. KULHANEK - COHL, STOKER & TOSKEY, PC		

#2023-04-056      **DESTROY:**      2035      4/11/23

RESOLUTION

NO: 2023-04-056

LIVINGSTON COUNTY

DATE: April 11, 2023

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**Resolution Authorizing an Agreement with O'Donnell Electric to Provide Electrical Services – Facility Services**

**WHEREAS,** Livingston County has a need for electrical services, repair, and replacement services on an as-needed basis; and

**WHEREAS,** in accordance with the county procurement policy, a formal bid process was performed with CoPro and submitted proposals were evaluated by representatives from Facility Services, Fiscal Services, and the Building Department; and

**WHEREAS,** the process resulted in a recommendation to award an electrical services contract to O'Donnell Electric of Whitmore Lake, Michigan; and

**WHEREAS,** O'Donnell Electric submitted a proposal to provide electrical services per the attached itemized fee proposal RFQ 23-05; and

**WHEREAS,** the contract will support the county to perform electrical services, repairs, and replacement services on an as-needed basis for a five (5) year term at the discretion of the county based on satisfactory performance; and

**WHEREAS,** Funding for the same has been allocated and approved as a part of the 2023 Facility Services operating budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with O'Donnell Electric located at 8505 Main Street, Whitmore Lake, MI 48189 to provide electrical services, repair, and replacement services on an as-needed basis for a five (5) year term.

**BE IT FURTHER RESOLVED** that during each year the contract with O'Donnell Electric is in effect the annual expenses for electrical services, repair, and replacement services will not exceed the amount that has been budgeted and approved by the Livingston County Board of Commissioners for the year during which such expenses are incurred.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:** J. Gross

**SECONDED:** R. Deaton

**CARRIED:** Yes (9) D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0); None



## **Livingston County Facility Services**

420 South Highlander Way  
Howell, MI 48843  
(517) 546-6491

**DATE:** March 24, 2023

**TO:** Livingston County Board of Commissioners

**FROM:** Kevin Eggleston

**RE:** Resolution Authorizing an Agreement with O'Donnell Electric to Provide Electrical Services

Livingston county has a need for utilizing an outside contractor to perform electrical services, repair, and replacement services throughout various county buildings on an as-needed basis.

Per County procurement policy, a competitive bid process was performed in which the RFP was posted publicly with the help of CoPro+. As a result, the solicitation reached a large group of qualified companies, and we received Five (5) proposals for evaluation. An evaluation committee was formed by representatives of Facility Services, Fiscal Services, and the Building Department.

Based on the recommendation of the evaluation committee, I am requesting the attached resolution be approved to award a base contract with O'Donnell Electric to perform electrical services, repairs, and replacement services on an as-needed basis for a five (5) year term at the discretion of the county based on satisfactory performance.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.



## **Bid Synopsis For Electrician Services**

RFP Issued & Publicly Posted: 02/17/2023	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Solicitation: RFP-LC-23-05	
RFP Due Date: 03/10/23	Proposals Received: 5

The purpose of this project is to enter into a contractual relationship with a vendor capable of providing general electrical services involving maintenance, repair and replacement projects as well as emergency repairs in Livingston County facilities.

The Evaluation Committee has completed evaluation of the proposals received for the Request for Proposals referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted. Five responses were received as follows:

1. County Line Electric
2. FBD Electric
3. Glover Electric
4. O'Donnell Electric
5. Shaw Service and Maintenance

All bidders submitted their responses within the timeframe outlined in the RFP. A summary of the Evaluation Committee review follows:

County Line Electric – This company provided all required documents. The references were general contractors, no municipalities, and no work volumes/caseloads were identified. Their base and premium rates were higher than other bidders. Very brief resumes were provided, listing only years of experience and titles. Average evaluation score: 68.33.

FBD Electric – FBD documentation indicates they are qualified and experienced. They did not provide caseloads or volumes for their references and their references were non-governmental; however, the variety of references is an indication of capabilities managing an array of projects. They were established in 2014 in Livingston County. Their base and premium rates were fair. Average evaluation score: 73.33.

Glover Electric – Glover has been in business since 1963. They provided a list of current clients, as well as Livingston County completed projects. They have access to an engineering firm on retainer. They did not include number of years or dates for their references. Glover is located in Livingston County. They provided a thorough qualifications statement and their work order approach was a plus. Their base rate was not as low as the recommended bidder. Average evaluation score: 77.33.

O'Donnell Electric: O'Donnell has 75 employees and has been in business since 1977. They provided a listing of current clients, and Livingston County was listed as a completed project. Resumes were not included, nor was license number. The variety of references listed give a good indication of project management capabilities. O'Donnell provided supplemental information that included one municipal reference. They are located in Whitmore Lake. They offer the lowest base rate. Average evaluation score: 79.67.



Shaw Service and Maintenance: Shaw has been in business since 1930 and has familiarity with Livingston County. Their current employee average employment is 14 years. They provided thorough project dates of construction and maintenance projects. Their response included resumes and license numbers. It was a very detailed proposal demonstrating qualifications and experience. Shaw is located in Southfield. They offered the highest base, overtime, and weekend rates of all the bidders. Average evaluation score: 79.33.

Based on the above, the evaluation committee recommends award to O'Donnell Electric pending Board of Commissioners approval. The contract will also be hosted by Livingston County for the Michigan Association of Counties CoPro+ Program and made available through the program to all Michigan governmental entities, public schools, colleges and universities.

COHL, STOKER & TOSKEY, P.C.  
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DONALD J. KULHANEK

OF COUNSEL  
RICHARD D McNULTY

May 1, 2023

*Sent Via E-Mail*

Carol Sue Jonckheere  
Executive Assistant/Contract Administrator  
Livingston County Administration  
304 E. Grand River, Suite 202  
Howell, MI 48843

Re: Agreement with O'Donnell Electric, LLC

Dear Ms. Jonckheere:

Attached is an Agreement to be entered into between the County and O'Donnell Electric, LLC (Contractor) to provide the County with electrical, repair and replacement services on an as-needed basis. The compensation to be paid the Contractor under this Agreement is set forth in the Agreement's Exhibit B. The term of the Agreement covers the period of May 1, 2023 through April 30, 2028.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2023-04-056**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided in the introductory paragraph and on the signature pages. Please e-mail a fully signed copy of the Agreement to my assistant Nicole Moles at [nmoles@cstmlaw.com](mailto:nmoles@cstmlaw.com) for insertion into our electronic file.

If you have any questions with regard to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

/s/Donald J. Kulhanek

DJK/nam

Enclosure

N:\Client\Livingston\Purchasing\Correspondence\Jonckheere\Ltr re Agr w O'Donnell Electric for Electrical Svcs.docx

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of JUNE, 2023, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **O'DONNELL ELECTRIC, LLC**, with offices at 1477 E. North Territorial Rd., Whitmore Lake, MI 48189 (hereinafter referred to as the "Contractor").

## WITNESSETH:

**WHEREAS**, The County in Request for Proposal RFQ-23--5 Electrical Services (hereinafter referred to as the "RFQ") has solicited proposals from qualified and experienced electrical contractors to provide electrical maintenance, repair and emergency services for various County facilities; and

**WHEREAS**, the Contractor has submitted a proposal to the County to provide said services; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. **AGREEMENT PERIOD AND TERMINATION.** This Agreement shall commence on the **1<sup>st</sup>** day of **May, 2023**, and unless terminated as authorized in the second paragraph of this Section I shall continue for five (5) years to the **30<sup>th</sup>** day of **April, 2028**, at which time this Agreement shall terminate.

Time and convenience of the County is of the essence. Repetitive substantiated complaints of delays, inefficient operating procedures, poor service and/or incorrect billings may be grounds for termination of this Agreement in whole or in part. The procedure and circumstances under which this Agreement may be terminated prior to the end of the Agreement's current term shall be as follows:

- A. The County may terminate this Agreement at any time, upon thirty (30) days prior written notice to the Contractor in the event that the Contractor's services are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Agreement.
- B. Either the County or the Contractor may terminate this Agreement without cause by giving the other party notice of termination not less than sixty (60) days prior to the effective date of termination.

II. **SERVICES TO BE PERFORMED BY THE CONTRACTOR AND THE COUNTY'S RESPONSIBILITIES.** The Contractor shall provide preventive maintenance, repair and emergency services for the County as set forth in the attached **Exhibit A – Scope of Services** - Sections 1.1 to 1.3.

The attached Exhibit A, Scope of Services, is incorporated by reference into this Agreement and made a part hereof. Other services may be added as needed to this Agreement. Changes or additions to services may only be made with the prior written approval of the Livingston County Facilities Services Department.

All services shall be performed in accordance with best industry practices and all parts installed shall be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice shall clearly state this fact and prior approval by the Director of the County's Facility Services Department or his/her designee is required. The Contractor shall return or provide inspection of all replaced parts. Service/parts guarantees and warranties shall be stated in and/or submitted along with the invoice.

The attached Exhibit B containing the page from Contractor's Proposal setting forth the hourly billable rates and additional charges. The attached Exhibit B is incorporated by reference into this Agreement and made a part hereof.

**III. REPLACEMENT PARTS.** All replacement parts shall be new, Original Equipment Manufacturer (hereinafter referred to as the "OEM") or a National Brand, no re-boxed, rebuilt, or remanufactured parts to be used without prior approval from the County.

**IV. RESPONSE TIME REQUIREMENTS.** The Contractor, by entry into this Agreement, acknowledges the County's need for timely service covered by this Agreement and agrees to adhere to the Response Time Requirements set forth in the RFQ's Section 1.2(f) in the attached Exhibit A.

**V. WARRANTY.** The Contractor shall warrant all repairs for ninety (90) days for all materials, parts and workmanship under normal usage conditions, unless a manufacturer warranty of longer duration applies to a particular material or part in which case the warranty for that particular material or part shall be for the longer period of time. The Contractor shall provide the Director of the County's Facility Services Department with copies of all manufacturer warranties pertaining to parts and materials provided under this Agreement.

All warranties required in this Agreement shall survive the Agreement's termination.

**VI. WORKMANSHIP AND INSPECTION.** All work performed by the Contractor under this Agreement shall meet the standards and be subject to inspection set forth in the **RFQ's subsection 1.2(e) – Workmanship and Materials**, as set forth in the attached **Exhibit A**.

**VII. COMPENSATION.** The compensation that the County shall pay the Contractor for the performance of all the services required by this Agreement shall be in accordance with the **prices** set forth in the attached **Exhibit B**.

It is understood and agreed that as set forth in the attached Exhibit B during the five (5) year term of this Agreement the sum the County shall pay per annum for scheduled preventative maintenance services shall not exceed the amount that has been budgeted and approved by the Board of Commissioners for the year in which the expenses are incurred. For work required for unexpected repairs for emergencies that arise during this Agreement's term the Contractor shall invoice and the County shall pay the Contractor at the applicable hourly rate set forth in Exhibit B.

The County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt. The Contractor shall pay all applicable taxes lawfully assessed in connection with its performance of services under this Agreement.



The Contractor shall submit invoices to the County as set forth in the RFQ's subsection 1.17 - Invoicing. See the attached Exhibit A.

**VIII. REPORTS.** Contractor shall, upon request, furnish the County's Fiscal Services Department with a written report of the total dollar volume of business. Such reports are to be submitted within fifteen (15) days of request. Contractor, and all of the Contractor's personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under this Agreement. All information, reports and listings requested shall be provided free of charge.

**IX. COMPLIANCE WITH THE LAW AND EQUAL EMPLOYMENT OPPORTUNITY.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations, and codes including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing and/or certification requirements of persons to provide services under this Agreement.
- B. The Contractor and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this subsection shall be regarded as a material breach of this Agreement.

The Contractor shall post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

**X. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by Federal law.

The County and the Contractor agree any legal or equitable action involving or arising out of this Agreement shall be in Michigan courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**XI. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants, agents and assigns of the Contractor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. To the extent permitted by law, the Contractor retains all rights as an employer to hire, promote, demote, transfer, or terminate any of its employees. If Contractor

transfers or terminates any of the employees assigned to perform the services required by this Agreement, the Contractor shall replace that employee with another qualified employee.

**XII. INTEREST OF CONTRACTOR AND COUNTY.** The Contractor by its entry into this Agreement gives the County its assurances that Contractor has no interests that would conflict with the performance of services required by this Agreement. The Contractor also assures that, in the performance of this Agreement, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this section does not apply where specifically exempt under Michigan Law.

**XIII. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, and the County 's elected and appointed officers, employees, and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence on behalf of the Contractor, or any of the Contractor 's officers, employees, or agents or its subcontractors or sub-subcontractors, or any of their officers, employees or agents, that may arise out of this Agreement.

In addition to the requirements set forth in the first paragraph of this Section XIII, the Contractor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

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

**XIV. INSURANCE.**

- A. The Contractor, or any of its subcontractors, shall not commence work under this Agreement until it has obtained the insurance required under this Section XIV, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage: A. Worker 's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- C. Motor Vehicle Liability Insurance, insurance including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and

Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured - Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insured's: Livingston County, all of Livingston County's elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice - All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County Fiscal Services – Procurement Division, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- F. Proof of Insurance - The Contractor shall provide Livingston County, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- G. If any of the above coverage(s) expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Procurement Division upon a fully executed written agreement. The Insurance Certificate and endorsements may be faxed or emailed to: 517.546.7266 or [fs-procurement@livgov.com](mailto:fs-procurement@livgov.com).

**XV. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

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

**XVI. STATEWIDE COOPERATIVE CONTRACT.** It is expressly understood and agreed that the County will host this Agreement for the Michigan Association of Counties CoPro+ program. The Contractor shall work with the CoPro+ program to market and extend this Agreement to other government municipalities throughout Michigan. This Agreement will enable public municipalities to "piggyback" and purchase from this Agreement.

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications along with specific response information required, deliverables, and any special terms and conditions. The Contractor shall respond directly to the

requesting agency within the timeframe specified in the request for quote. Any evaluation and subsequent Purchase Order will be executed by the participating entity.

All pricing submitted to the County and participating entities through the resulting contract(s) shall include two percent (2%) administrative/remittance fee to be remitted to CoPro+ by the Contractor.

**XVII. WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XVIII. AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto that is signed by the authorized representatives of both parties.

**XIX. ASSIGNMENT.** The Contractor shall not assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the County. In no case, however, shall such approval relieve the Contractor from its obligations, or alter the terms under this Agreement.

**XX. SUBCONTRACTING.** The Contractor shall not use any subcontractors without prior written notice to and the consent of the County.

**XXI. CONTRACTING WITH OTHERS.** It is expressly understood and agreed that either the County or the Contractor shall be free to contract with others to receive or to perform services similar to those to be provided under this Agreement.

**XXII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XXIII. COMPLETE AGREEMENT.** This Agreement, the attached Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XXIV. BINDING EFFECT OF THE AGREEMENT.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

**XXV. SURVIVAL CLAUSE.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

**XXVI. INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**XXVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THIS AGREEMENT HAVE SIGNED THIS AGREEMENT ON THE DATE APPEARING BELOW THEIR SIGNATURE AND THIS AGREEMENT HAS BEEN FULLY EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**  
BY: David J. Domas  
**DAVID J. DOMAS - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS  
Dated: 6/13/2023

**O'DONNELL ELECTRIC, LLC**  
BY: Bridget Kewin  
(Signature)  
Name: Bridget Kewin, CFO  
(Print or Type)  
Title: (Print or Type)  
Dated: 6/13/2023

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK 5/3/2023

N:\Client\Livingston\Purchasing\Agreements\O'Donnell Electric\Facilities - 23-04-056 - O'DONNELL - Electrical Services Agreement - 2023-2028 DJK Revised 5-3-23.docx  
Liv/Purchasing #23-002E

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## **Section 1.0: Bidder Responses to Scope of Services**

### **1.1 Introduction**

Livingston County desires to enter into a contractual relationship with vendors capable of providing general electrical services of a commercial nature involved in maintenance, repair and replacement projects as well as related emergency repairs in Livingston County facilities. It is the County's intent to award multiple contractors and to select contractors in terms of availability and price per job.

No amount of work is or will be guaranteed or implied. The contract to be awarded under this Request For Qualifications (RFQu) will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the contractor unless and until the contract is utilized in anticipation of a requested task.

It is the goal of Livingston County to competitively prequalify and establish a contract that will provide electrical services for the next five years. This contract will enable public municipalities, non-profit organizations, and schools to "piggyback" and purchase on an "as needed" basis from the contractor selected. Livingston County reserves the right to reopen the Request for Qualifications (RFQu) process to consider new RFQu responses, and potentially add to the list of prequalified contractors.

It is imperative that Livingston County be prepared for emergency and scheduled electrical repairs that are required to sustain operational activities that serve the residents and customers within the County. The purpose of this RFQu is to obtain competitive pricing for a qualified contractor for general electrical services for those facilities owned by the County. Repairs will depend upon the discovery of unpredictable occurrences of failure within the existing municipality and its properties. In addition, work under this Contract may include the construction of such appurtenances as may be necessary to improve or enhance the operation of facilities and systems as well as any such other related work as may be directed by Livingston County.

When work under this contract is required, the County shall notify the contractor regarding the location and general nature of work, and will issue the proper work orders, purchase orders, and instructions for the execution of the work. In general, the work under this contract will be related, but not strictly limited, to that which is characteristic of electrical systems within the municipality and its facilities.

Those services would include:

1. Installation of Pump Station Control/Electrical Panels.
2. Electrical Service Installation/Repair.
3. Troubleshooting electrical repair (Low & High Voltage Circuitry).
4. Indoor/Outdoor Lighting Systems Installation/Repair.
5. Control Circuits and Components Installation/Repair.

### **1.2 Supplemental Conditions**

#### **a) TIME FOR COMPLETION**

The contractor shall commence work in accordance with mobilization schedule set forth within these specifications. The contractor shall expedite the work and fully complete tasks within the minimum amount of time possible. It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the work to be performed outside of the typical working hours defined herein. Under such conditions, and when authorized by the County, the contractor will be reimbursed for premium time for labor and supervision only, with premium time being defined as the rates bid and accepted as a part of this contract for each appropriate job classification. Typical

working hours for the purposed of this Contract shall be Monday through Friday, 8:00 AM through 4:30 PM inclusive.

**b) TOOLS**

Upon request, each Bidder shall submit a detailed list of all appropriate electrical tools and minor equipment available for work under this Contract. The County reserves the right to reject the Bid of any contractor who, in the County's estimation, does not own and have available the tools and equipment necessary to perform the types of work anticipated under this Contract. All costs associated with the operation, maintenance, and repair of all tools and equipment typically needed to perform the work shall be included within the labor rate bid items.

**c) PARTS, MATERIALS, AND EQUIPMENT RENTAL MARKUPS**

Contractor purchased equipment, parts, or materials will be based on the contractor's price from a wholesale supply house plus a mark-up of no more than 10%. The contractor's invoices will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with contractor's invoice. Upon prior approval by the County, the contractor may rent specialty equipment (i.e. crane, hoist, etc.) for specific projects authorized under this contract.

**d) SUBCONTRACTORS**

Upon prior approval by the County, the contractor may subcontract general electrical services for specific projects authorized under this contract. All subcontractors must possess and maintain all licenses and certifications required by the State of Michigan and Livingston County. Payment shall be in accordance with the actual invoice for the subcontracted services plus the approved mark-up of a maximum of 5%. The bidder must indicate all applicable discounts (if any) within the compensation schedule of the proposal.

**e) WORKMANSHIP AND MATERIALS**

All materials to be provided by the CONTRACTOR shall be new and of the best quality for the use intended. The County shall be the sole judge of the class, grade, quality, and type of materials furnished and Incorporated into the Work. The quality of the workmanship entering into the Work shall conform to generally accepted construction practices and procedures and shall be that necessary to complete all Work in a professional manner. Livingston County reserves the right to reject any and all Work that is not of the highest quality available for the particular task.

**f) SERVICE SCHEDULES AND RESPONSE TIMES**

1. Regularly scheduled work assignments shall be executed during normal business hours from 8:00AM to 4:30PM.
2. Response time for regularly scheduled work assignments or tasks shall be within three (3) working days after notification by the County.
3. Emergency work assignments that may occur during normal business hours shall be addressed with a response time within two (2) hours after notification by the County.
4. After hour emergencies that may occur at night, weekends, and holidays shall be addressed with a response time within two (2) hours after notification by the County. The County designee requesting service must state whether the call is for emergency service or regular service.

**g) NON-PERFORMANCE/NON-EXCLUSIVE CONTRACT**

It is intended that the vast majority of this work will be routine in nature and scheduled during regular business hours. However, emergency situations can occur. Failure to initiate service

within the allocated response times will be grounds for cancellation of the contract, at the sole discretion of the County. In addition, the County reserves the right to employ other Contractors within the same trade classifications during the period of this contract. As such, this is not an exclusive contract for the trades listed herein.

**h) COMMUNICATION**

The Contractor agrees to provide the County with telephone numbers and addresses for key personnel, so that seven (7) day per week, twenty-four (24) hour per day contact can be made in the event of an emergency situation.

**i) QUALITY OF WORK AND MATERIALS**

All work shall be performed according to recognized industry standards and shall be in accordance with all Federal, State, and Local codes. All materials used shall be new and shall carry the full manufacturer's warranties (transferable to the County).

**j) AMOUNT OF WORK**

Livingston County makes no assurances, intended or implied, that the awarded contractors will receive any given number of service requests during the contract period, or that any total dollar expenditure is guaranteed during the period of the contract. The County also reserves the right to cancel the contract at any time with or without cause and without penalty or obligation.

**1.3 Statewide Cooperative Contract**

Livingston County will host the resulting contract for the Michigan Association of Counties CoPro+ Program. The awarded contractor will work with the CoPro+ Program to market and extend the resulting contract to other government municipalities and educational entities throughout Michigan. The contract will enable government municipalities and educational entities to "piggyback" and purchase on an "as needed" basis from the competitively awarded contract.

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the contractor along with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency and the appointed CoPro+ representative within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Although this program provides a means for contractors to expand their customer base, no contractor is mandated to provide services outside of Livingston County if capacity, location, or other factors prohibit them from doing so.

All pricing submitted to Livingston County and participating entities through the resulting contract shall include 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all sales reports up to date and on file with MAC/CoPro+.

As part of the proposal response, bidders should describe how their services could be scaled to entities of different sizes and types (i.e., governments vs schools), and the geographic areas of the state they are able to service (see Attachment A).





## FEE PROPOSAL

We, the undersigned as bidder, propose to furnish the Livingston County according to the specifications attached hereto and made a part thereof for the following prices:

Company Name: O'Donnell Electric, LLC

HOURLY RATES		Years 1 - 3	Years 4 - 5
Regular Hours, M-F, 8am- 4:30pm	Journeyman	\$90.00/hr	\$95.40/hr
	Apprentice	\$78.00/hr	\$82.68/hr
	2 hr min		
Overtime Hours, M-F, 4:30 pm-8 am	Journeyman	\$126.00/hr	\$133.56/hr
	Apprentice	\$110.00/hr	\$116.60/hr
	4 hr min		
Saturday Hours	Journeyman	\$126.00/hr	\$133.56/hr
	Apprentice	\$110.00/hr	\$116.60/hr
	4 hr min		
Sunday Hours	Journeyman	\$153.00/hr	\$162.18/hr
	Apprentice	\$132.00/hr	\$139.92/hr
	4 hr min		
Holidays	Journeyman	\$153.00/hr	\$162.18/hr
	Apprentice	\$132.00/hr	\$139.92/hr
	4 hr min	/hr	/hr
Emergency Service, 24/7	Journeyman	4 hour min. based on appropriate rate above	4 hour min. based on appropriate rate above
	Apprentice	4 Hour min. based on appropriate rate above	4 Hour min. based on appropriate rate above

ADDITIONAL CHARGES (equipment, rental, mobilization, etc.)

All equipment and material charges to O'Donnell Electric at cost + 10%

Emergency service call is charged at a 4-hour minimum.

Non-emergency service is charged at a 2-hour minimum.

MATERIAL MARKUP FROM WHOLESALE RATES

10%

SUBCONTRACTOR MARKUP

5%

COMMENTS/EXCEPTIONS

The implied duty of good faith and fair dealing between the parties shall be expressly made a part of this contract.