

RESOLUTION

No. 2022-540

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 4th day of August, 2022 that approval be, and is hereby, granted authorizing a three-year contract with two, one-year options to renew between the Charter County of Wayne and Pyrotech Security Systems, Inc. (of Detroit) not to exceed \$1,705,161 for unarmed security guard services at the Central Maintenance Yard, Hoover Yard, Wyoming Yard and other sites as needed in the County, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the contract is from August 2, 2022 through August 1, 2025 and the cost of the contract will be charged to Account No. 201 44906 817000 (Roads-Road Maintenance); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Contract on File]

(2022-33-032)

PROFESSIONAL SERVICES CONTRACT

between

WAYNE COUNTY

and

PYRATECH SECURITY SYSTEMS, INC.

for

UNARMED SECURITY GUARD SERVICES

CONTROL NO. 37-22-020

Table of Contents

1. PURPOSE.....	2
2. ENGAGEMENT OF CONTRACTOR.....	2
3. SCOPE OF SERVICE.....	2
4. PRIOR PERFORMANCE PROHIBITED.....	2
5. TERM OF CONTRACT.....	2
6. DATA TO BE FURNISHED TO CONTRACTOR.....	3
7. PERSONNEL.....	3
8. ADMINISTRATION.....	3
9. COMPENSATION AND METHOD OF PAYMENT.....	3
10. RECORDS - ACCESS.....	4
11. RELATIONSHIP OF PARTIES.....	4
12. INSURANCE.....	4
13. INDEMNIFICATION.....	6
14. BANKRUPTCY OR INSOLVENCY.....	7
15. NOTICE OF MATERIAL CHANGES.....	8
16. TERMINATION.....	8
17. ETHICS IN CONTRACTING.....	9
18. NON-DISCRIMINATION PRACTICES.....	10
19. NOTICES.....	11
20. JURISDICTION AND LAW.....	12
21. CONFIDENTIAL INFORMATION.....	12
22. COMPLIANCE WITH LAWS.....	12
23. CHANGES IN SCOPE/SERVICE.....	12
24. DEBARMENT AND SUSPENSION.....	13
25. PROMPT PAYMENT.....	14
26. SUBCONTRACTING AND ASSIGNMENT.....	14
27. LIQUIDATED DAMAGES.....	15
28. MISCELLANEOUS.....	15
29. AUTHORIZATION AND CAPABILITY.....	16
30. SIGNATURE.....	17
APPENDIX A: SCOPE OF SERVICES.....	18
APPENDIX A-1: SPECIFICATIONS.....	20
APPENDIX B: COMPENSATION.....	25
APPENDIX C: LIST OF SUBCONTRACTORS.....	26
APPENDIX D: CONSORTIUM AGREEMENT.....	27

THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through its Department of Public Services, (the "County") and Pyratech Security Systems, Inc., a Michigan corporation (the "Contractor").

1. PURPOSE

1.01 The County requires unarmed security guard services, including providing security and protecting the property of Central Maintenance Yard, Hoover Yard, Wyoming Yard, and other sites as needed in Wayne County.

1.02 The Contractor desires to provide these services for the County in accordance with the terms and conditions described herein.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the applicable industry and professional standards.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in **Appendix A and A-1** in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

4. PRIOR PERFORMANCE PROHIBITED

4.01 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any and all expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be responsible for a municipal civil infraction punishable by a fine of up to \$500.00 and shall be liable for any and all expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. TERM OF CONTRACT

5.01 The term of the Contract begins on August 2, 2022 and ends after a term of three (3) years, on August 1, 2025, with two (2) one-year options for renewal, which may be exercised at the discretion of the County upon Commission approval. The Contractor must expediently perform the services to achieve the objectives of this Contract. Any work done prior to the beginning of this Contract shall be at the Contractor's

own risk.

6 DATA TO BE FURNISHED TO CONTRACTOR

6.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

7. PERSONNEL

7.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

7.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

7.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

7.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

7.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

8. ADMINISTRATION

8.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

8.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

8.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

9. COMPENSATION AND METHOD OF PAYMENT

9.01 The County agrees to pay the Contractor at the rates in **Appendix B**, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. Maximum compensation shall not exceed **\$1,705,161.00**

9.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9.03 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is

limited by the provisions of Article 9.01 with regard to the amounts payable for performance.

9.04 The Contractor must first direct invoices to the attention of the County's Accounts Payable Department located on the 14th Floor of 500 Griswold, Detroit, Michigan 48226 by mail or by e-mail at wcinvoices@waynecounty.com, with a copy to the attention of the individual specified in the Notice provisions, Article 19.

9.05 The Contractor must submit, as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County, or within such other time frame as agreed upon by a duly authorized representatives of the County and the Contractor.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to indemnify, defend, and hold the County harmless against any claim based in whole or in part on an allegation that the Contractor or any of its agents, employees or subcontractors qualify as employees of the County, and against any related costs or expenses, including but not limited to legal fees and defense costs.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the services by the Contractor, its agents, representatives, or employees.

- 12.02** Contractor shall maintain at least the following minimum coverage:
- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
 - B. Umbrella or Excess Liability Policy in an amount not less than \$5,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
 - C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy

form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 To the extent permitted by law, and except for claims arising from the County's gross negligence or sole negligence, the Contractor agrees to indemnify and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 The Contractor may not hold the County liable for any personal injury incurred by the employees, agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or sole negligence of the County or any employee of the County acting within the scope of their employment. The Contractor agrees to indemnify, defend, and hold the County harmless from and against any such claim by the Contractor's employees.

13.04 Nothing in this article shall be deemed to relieve the Contractor of its duty to indemnify the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The Contractor shall cooperate with the County in the defense against any suit arising from this Contract. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.05 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.06 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.07 This indemnity must not be construed as a waiver of any governmental immunity the County,

its agencies, or employees, has as provided by statute or modified by court decisions.

13.08 If the State of Michigan or any of its agencies participates in funding the services provided under this Contract, the Contractor agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the FHWA, and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the SERVICES; and
- B. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the Contractor's performance of the services under this Contract unless the Contractor proves that notwithstanding the error or omission, the Contractor met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the Contractor proves occurred despite its compliance with generally accepted standards of care, the Contractor will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the Contractor for which the Contractor is otherwise liable under this subparagraph.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
 - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 9.

16.02 Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.

- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract shall, at the option of the County, become the County's exclusive property, whether or not said Records are in the possession of the Contractor. The Records shall be free from any claim or retention of rights on the part of the Contractor except as specifically provided in this Contract. The County shall return all property of the Contractor to the Contractor.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County promptly upon termination of this Contract will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor shall pay the County five hundred dollars (\$500.00) per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records to which the Contractor hereby consents as well as all applicable damages and costs. The County shall have unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively

presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the

performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal conviction(s) or handicap. This Section does not apply if it is determined by the Wayne County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of twenty thousand dollars (\$20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Wayne County Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Wayne County Purchasing Director, in consultation with the Wayne County Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Larry N. Teamer
Pyrattech Security Sytems, Inc.
20150 Livernois
Detroit, MI 48221
(313) 345-2000
larry@pyrattechsecurity.com

If to the County:

Director of Roads Division
Department of Public Services
400 Monroe, 3rd Floor
Detroit, Michigan 48226

And

Director of Administration
Department of Public Services
400 Monroe, 3rd Floor
Detroit, MI 48226

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the

Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under 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;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty five (45) days after satisfaction of the subcontract and receipt of a complete invoice therefore. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The forty five (45) day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in **Appendix C**, List of Subcontractors. **Appendix C** shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 19. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the

termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. LIQUIDATED DAMAGES

27.01 The Contractor shall perform the services according to the completion schedule contained in **Appendix A**. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated below. If Contractor does not have the specified services completed according to the scheduled completion date, then Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified completion date and the date that Contractor actually completes the applicable services, an amount of one thousand dollars (\$1,000.00) per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

27.02 Notwithstanding Section 27.01, Contractor shall not be responsible for failure to perform the services according to the completion schedule, and the resulting liquidated damages, if such failure was caused by an Excusable Delay (as defined below).

27.03 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy; acts of interveners; acts of government; acts of regulatory agencies; acts or omissions necessary to avoid a violation of the industry standard of care; fires; floods; epidemics; quarantine restrictions; freight embargoes; hurricanes, tornadoes or any other weather that prohibits the ability to safely complete field work; or new sink holes.

28. MISCELLANEOUS

28.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

28.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

28.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

28.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

28.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

28.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

28.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

28.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

28.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

28.10 No failure by a party to insist upon the strict performance of any term of this Contract, or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

28.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

28.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of

the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

28.13 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

28.14 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

28.15 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

28.16 If the State of Michigan or any of its agencies participates in funding the services provided under this Contract, the terms and conditions of any applicable prime contract (cost sharing agreement) between the Michigan Department of Transportation and the County (the "Prime Contract"), shall be incorporated by reference as part of the Contract to ensure that if any discrepancies occur between the Prime Contract and the Contract, the Prime Contract shall prevail.

28.17 The County Procurement Director has sponsored this agreement designating it as a cooperative contract and Contractor has agreed to extend their pricing to local municipalities, school districts and units of government within Wayne County and Michigan of which terms are contained in the Consortium Agreement and Terms, attached as **Appendix D**.

29. AUTHORIZATION AND CAPABILITY

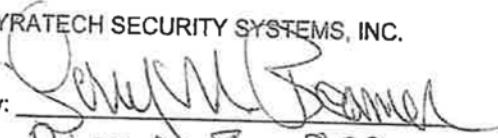
29.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so, on behalf of the Contractor, and is empowered to bind the Contractor to this Contract.

[SIGNATURES ON FOLLOWING PAGE]

30. SIGNATURE

30.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

PYRATECH SECURITY SYSTEMS, INC.

By: 
Its: PRESIDENT & CEO
Date: MAY 2, 2022

COUNTY OF WAYNE

DocuSigned by:
By: Brian Manning for
Its: WARREN C. EVANS
COUNTY EXECUTIVE
Date: 8/4/2022 | 4:24:42 PM EDT

APPROVED AS TO FORM:

By: NELLIE J.L. LEE
DEPT OF CORPORATION COUNSEL
DATE OF APPROVAL: APRIL 28, 2022

APPENDIX A: SCOPE OF SERVICES

1. **Contracted Scope of Services/Statement of Work:**

Contractor must furnish properly trained and equipped security guards to maintain order, protect clients, staff, visitors and property from harassment, injury, damage, or theft and take appropriate action for either or both parts.
2. **Specifications:**

See Appendix A-1.
3. **Contract Term:**

The term of the Contract begins on August 2, 2022 and ends after a term of three (3) years, on August 1, 2025, with two (2) one-year options for renewal, which may be exercised at the discretion of the County upon Commission approval.
4. **Additional Specifications:**

None
- 4.1. **Service Work Schedules:**

When the Contractor is onsite at County facilities, the Contractor will observe the general operating hours of the facility. Each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours, those agreements are between the Contractor and the County contact and not with the County.
- 4.2. **Service Security of Building and Property Requirements:**

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.
- 4.3. **Service Equipment Requirements:**

The Contractor is responsible for providing its own computer equipment and information technology systems, unless specified otherwise.
- 4.4. **Service Inspection and Correction of Deficiencies Requirements:**

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County. Repeated failure to correct deficiencies will result in cancelation of the contract by the County.
- 4.5. **Service Capabilities**

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

4.6. Customer Service

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

4.7. Roles and Responsibilities

The Contractor will not subcontract the responsibilities outlined in this Contract without prior written approval of the County, excluding subcontractor(s) disclosed in the response to the RFP.

4.8. Delivery Acceptance Criteria

The designated Wayne County representative shall provide the final review and approval of the required services/productions.

4.9. Service Level Agreements

See Specifications

4.10. Milestones

The Contractor shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

4.11. Training

The Contractor shall provide training, as outlined in the Scope of Work/Specifications section of this Contract.

4.12. Success Criteria

Contractor must provide services to the satisfaction of the County per Specifications provided in Appendix A-1.

Appendix A-1 – Specifications

Part A – General Requirements for Unarmed Security Guards

1. Required uniform includes shirt and trousers, badge, name tag, work shoes or boots, (no athletic shoes), duty belt should include: OC spray and handcuffs, 2-way radio integrated with Wayne County Sheriff system, phone, and any other equipment as deemed required by Wayne county.
2. MColes certification is preferred for unarmed security.
3. All guards must successfully pass a background check, including drug testing.
4. All guards must be legal adults.
5. All guards must be a U.S. citizen or registered resident alien.
6. All guards must have a valid Michigan driver's license.
7. All guards must be in good physical condition.
8. All guards must be mentally stable.
9. All guards must submit to random drug testing.
10. All guards cannot have any previous acts of fraud or convictions.
11. Current CPR and first aid certification.
12. All guards must have current training in conflict resolution.
13. Must have the ability to work with a diverse population and deal with all individuals in a professional courteous manner.
14. All guards must assist all staff with security related issues, including potentially stressful, sensitive and otherwise complicated situations relating to staff and customers.
15. Must enforce all policies and regulations.
16. Must complete daily activity or monthly activity reports as required.
17. Conduct internal and/or external protocols as required.
18. Monitor secured areas and be knowledgeable of staff access.
19. Conduct evaluations of safety equipment and provide communication on any non-functioning or broken equipment to building management.
20. All guards shall present a professional image at all times, and their appearance shall be neat, fit and well groomed.
21. All guard equipment shall be in good condition and subject to approval or rejection by the Wayne County Roads Division.
22. Supervision:
 - I. The proposer shall designate a supervisor, who shall communicate with the Roads Division to see where non-supervisory personnel must report each day; one overall supervisor must be on duty 8 hours, 5 days a week.
 - II. All activities and patrols must be coordinated with the Roads Division.
 - III. Must communicate all issues to supervisor or manager and the Roads Division.
 - IV. Company must have an attendance policy.
 - V. Must have sufficient part-time and/or full-time qualified unarmed guard personnel to fill vacancies as they arise. This includes, but is not limited to, scheduled duties and vacancies to cover sick time, training, vacations, and other absences.
 - VI. A minimum amount of overtime may be needed and paid at time and a half for various Wayne County activities.

VII. WORK WEEK

- A. Sites that require a seven-day work-week, the following holidays will be observed by the Contractor:
- i. New Year's Day
 - ii. Martin Luther King's Birthday
 - iii. Memorial Day
 - iv. Juneteenth/Freedom Day
 - v. Independence Day
 - vi. Labor Day
 - vii. Election Day
 - viii. Thanksgiving Day
 - ix. Day after Thanksgiving
 - x. Christmas Eve
 - xi. Christmas Day
 - xii. 3 Swing Holidays between Christmas Day and New Year's Eve observed by the County
 - xiii. New Year's Eve
 - xiv. New Year's Day.

Part B – Specific Requirements for unarmed security guards

- 1. The guards furnished by the Contractor shall control pedestrian traffic at the designated areas in strict accordance with the written instructions of the Wayne County Security Coordinator and to the Coordinators' complete satisfaction.
- 2. The security guards and supervisors furnished by the Contractor shall not carry firearms or protective devices of any type without approval of the Wayne County Security Coordinator.
- 3. The Account Manager and/or dispatcher, and overall Supervisor shall be provided with pagers and/or cell phones at the Contractor's own expense so that they can be reached at any time. The phone numbers to these pagers/cell phones will be made available to the Wayne County Roads Division.
- 4. Contractor shall provide, at its own expense, twenty-four (24) hours training time for each security guard and supervisor employed by it, to perform the services required to be provided under the agreement. Verification of training i.e., "sample test" is also required to demonstrate to the County that employees of the Contractor have "mastered" the minimum qualifications to work at the referenced locations.

Part C – Locations Requiring Security Guards

- 1. Security Guard Service at Central Maintenance Yard:
 - a. One uniformed security guard shall be provided for (24) hours a day (7) seven days a week, Holidays inclusive.
- 2. Security Guard Service Hoover Yard:
 - a. One uniformed guard shall be provided for (15 ½) fifteen and one half hours per day

Monday thru Friday 3:30 p.m. until 7:00 am: except on Good Friday the guard shall start work at 11:30 a.m. A guard must be furnished on weekends for (24) twenty-four hour periods. Guard service must be provided for (24) twenty-four hour periods on all holidays listed in Part A, Section 22.VII.

3. Security Guard Service at Wyoming Yard:
 - a. One uniformed guard shall be provided for (15 ½) fifteen and one half hours per day Monday thru Friday 3:30 p.m. until 7:00 am: except on Good Friday the guard shall start work at 11:30 a.m. A guard must be furnished on weekends for (24) twenty-four hour periods. Guard service must be provided for (24) twenty-four hour periods on all holidays listed in Part A, Section 22.VII.

Part D - LOCATIONS REQUIRING UNARMED SECURITY GUARDS

1. Wayne County locations may be added as the need arises. Additional unarmed security guards, if required, shall be provided at the proposal price. Instructions for such guards shall be provided by Wayne County.

A. CONTRACTOR RESPONSIBILITIES:

- 1) Must meet all applicable state and federal laws.
- 2) Must comply with Public Act 330 of 1968. Private Security Business and Security Alarm Act.
- 3) Must comply with Michigan Commission on law enforcement standards.
- 4) Contractor shall provide, at its own expense, twenty-four (24) hours training time for each security guard and supervisor employed by it, to perform the services required to be provided under the agreement. Verification of training i.e., "Sample Test" is also required to demonstrate to the County that employees of the Contractor have "mastered" the minimum qualifications to work at the referenced locations.
- 5) Contractor shall ensure the Guards have arrived on site and on time at each location daily. The Contractor shall report to Wayne County Buildings Division upon discovery if a Guard has not reported at their duty assignment.
- 6) Reporting: The Contractor shall report to the Wayne County Security Coordinator, all incidents that occurred involving the Contractor's personnel and the locations that are being guarded. Written guard reports, detailing the significant activities, shall be turned over to the Wayne County Security Coordinator within 24 hours. All incidents that require immediate attention at the guarded locations shall be reported to the Wayne County Security Coordinator.

DAILY GUARD REPORT ITEMS:

1. Rounds Missed
2. Building Keys Missed
3. Doors, Windows, Exits Open or Broken
4. Unauthorized Visitors in Building
5. Fire or Safety Hazards
6. Accidents or Unusual Events
7. Vandalism/Theft

8. Defective or Burned Out Lights
9. Parking Lot, Fence, Gate Problems
10. Leaks or Waste (Light, Gas, etc.)
11. Fire Doors Blocked
12. Rubbish, Unsanitary Conditions
13. Smoking Violations
14. Other/Elevator Malfunction
15. Boiler alarms

7) Incident Report Discussion

- If an incident occurs, the guard responsible for the area where the incident occurred must provide Wayne County Buildings Division a copy of the Incident Report within twenty-four (24) hours. The report will consist of:
 - Where (exact location)
 - When (time)
 - Who
 - What (What happened, use specific details)
- One guard must remain at the lot post during the fact-finding phase of the incident. The lot must be protected at all times! Guard will not interview tenants at their workstation without the express permission of the department supervisor. If there are any questions regarding procedure, contact management.

8) Sleeping on Job

- Sleeping on the job is unacceptable at any time! If guard is caught sleeping, a permanent replacement guard will be requested from the Contractor.

9) Attendance

- Each guard is required to sign in each day at the maintenance foreman's desk. A system should be in place with the security company to ensure two (2) guards are on duty at all shift changes (e.g., guard should call in to their office after arriving on site!).
- Guard should be at their assigned duty stations at starting time (6:30/7:00 a.m.).

10) Lunch Rotation

- Guards are to take a half-hour lunch period at the guardhouse location only.
- Guards must not eat their lunch at the lobby front desk. Lunch should be eaten at the guardhouse only.

11) Contact Personnel

- Buildings Division must be provided the names and phone numbers of company supervisors that can be contacted in the event of any problems.
- Two (2) Guards at one (1) location for too long a time (except during assignment change) puts the other location in jeopardy.

- If leaving posts for water, ice, etc., please bring in a thermos to minimize your time away from your posts. Too many convenient trips must be avoided.

PART E: COUNTY RESPONSIBILITIES

- 1) Wayne County shall designate a room for Guards to store personal items with a locker and shall provide a lock.
- 2) Wayne County shall appoint an official to communicate with the agency and supervisory guard for information on docket, patrols, and any other relevant matters pertaining to the day to day workload.
- 3) Screening: Wayne County, or its authorized representative, who may be an independent consultant designated and retained by the County, shall have the right to interview, investigate, screen and examine by polygraph and by such other means and methods as the County or its authorized representative may reasonably require each guard, supervisor and account manager employed, or proposed to be employed, by Contractor for the purpose of determining his fitness and qualifications to perform the services required to be provided under the agreement. Any guard found to be unacceptable should not be employed. The Wayne County Security Coordinator shall be given notification of any changes in personnel employed by the Contractor during the term of the Contract.

APPENDIX B – COMPENSATION

Group A: Central Maintenance Yard

Line Item	Description	Unit of Measure	Unit Price
1A	Unarmed Security Guard	Hour	\$ 23.74

Group B: Hoover Yard

Line Item	Description	Unit of Measure	Unit Price
1B	Unarmed Security Guard	Hour	\$ 22.73

Group C: Wyoming Yard

Line Item	Description	Unit of Measure	Unit Price
1C	Unarmed Security Guard	Hour	\$ 22.73

Group D: Supervisor

Line Item	Description	Unit of Measure	Unit Price
1D	Supervisor	Hour	\$ 23.74

Total Maximum Contract Compensation shall not exceed \$1,705,161.00.

APPENDIX C: LIST OF SUBCONTRACTORS

NONE



Warren C. Evans
County Executive

APPENDIX D to TCM # _____
Consortium Agreement & Terms
SOLICITATION #37-22-020 UNARMED SECURITY GUARD SERVICES

The Purchasing Division, on behalf of the County of Wayne (County), in compliance with the County's Procurement Ordinance, solicited bids/proposals for a consortium model contract with Wayne County as "Lead Agency". Wayne County Procurement has now completed the evaluation for the above referenced solicitation.

Cooperative Purchasing Consortium

The above reference solicitation was competitively bid and awarded. The Procurement Director, in accordance to Section 120-181, is sponsoring an agreement that has been designated as a cooperative contract and Pyratech Security Systems, Inc. has agreed to extend their pricing to local municipalities, school districts and units of government within Wayne County and Michigan. Wayne County Procurement is sponsoring this cooperative agreement under Michigan Association of Counties (MAC) CoPro+ program, a shared services solution program.

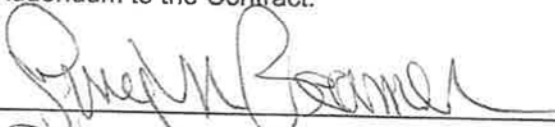
Administrative Fees

An administrative remit fee of 1.5% will be collected from Pyratech Security Systems, Inc. on a quarterly basis. The fee will be calculated against the quarterly sales volume (actual sales) for all purchases made under this agreement. A request for Quarterly Sales Report will be sent out from M.A.C. (Michigan Association of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against this Master Agreement.

Signature

The County and the Supplier, by their authorized officers and representatives have executed this Addendum to the Contract.

By: 

Date: 4-28-2022

Its: PRESIDENT + CEO