



CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

**FOR
MINOR PROJECTS**

BETWEEN

COUNTY OF LIVINGSTON
AND
STRUCTURE TEC RESTORATION, LLC

TERM: JUNE 1, 2024 – JUNE 1, 2029



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CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of July, 2024, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, of 304 E. Grand River Ave, Suite 201, Howell, MI 48843 (hereinafter referred to as the "County") and **STRUCTURE TEC RESTORATION, LLC**, whose business address is 11685 Stow Rd., Perry, MI 48872 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Livingston County Facility Services Department (hereinafter referred to as the "LCFSD") plans, designs and manages the County's capital projects, as well as remodels of the County's existing facilities; and

WHEREAS, the County has issued Request for Qualifications, RFQu-LC-24-05 Construction Management for Minor Projects (hereinafter referred to as the "RFQu") seeking to competitively prequalify and establish a list of contractors that the County could call upon to provide construction management services on an as needed basis for minor County projects costing less than \$50,000.00; and

WHEREAS, the Contractor has submitted to the County a proposal, dated March 14, 2024, in response to the County's RFQu seeking to be added to the County's list of prequalified contractors available to provide as needed construction management services; and

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

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

1. TERM OF THE AGREEMENT. This Agreement shall commence on the **1st day of June, 2024**, and shall, unless terminated earlier as authorized in this Agreement, remain in effect until the **1st day of June, 2029**.

The time period set for the completion of any of the projects covered by this Agreement shall be as mutually agreed upon by the County and the Contractor. Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated as set forth herein, the Contractor shall be compensated for all services performed up to the effective date of termination.

2. SERVICES. During the term of this Agreement the Contractor, on an as-needed basis which shall be evidenced by the Contractor's receipt of written notice from the County through the LCFSD's Director or such other person(s) as the County may designate, shall provide the County with the services specified in the notice. The on-call construction management services shall be provided for

minor projects (below \$50,000.00) with a focus on additions, remodels and/or alterations to existing facilities, including but not limited to, office buildings, essential services facilities, court facilities, health care centers and clinics, detention centers, maintenance buildings, and site work. Under the direction of the LCFSD's Director, the Contractor, on projects to which it is assigned, shall work with various County departmental staff members and any consultants in various design and construction industries that may have a contract with the County for the assigned project, and those local, state and federal governmental agencies having jurisdiction over the assigned project. When required by the LCFSD's Director, the Contractor shall act as the LCFSD's owner representative in meetings, and report to the LCFSD's Director, as the Director requires.

The LCFSD Director shall be responsible for designing and planning the projects. After the initial design phase, the LCFSD Director shall obtain quotes from the prequalified list of contractors resulting from the RFQu. If the Contractor is selected from said list, the Contractor shall oversee the project for which it was selected and have responsibility for bringing in the staff and subcontractors to perform the construction outlined within the project's plan.

When the Contractor is assigned to a project, the construction management services that will be required are more fully set forth in the **RFQu's Section 1.4 Services Required**, pages 3-4, a copy of which is attached to this Agreement, labeled **Exhibit A**. The attached Exhibit A is incorporated by reference into this Agreement and made a part hereof. The Contractor shall supervise and manage the progress of each project to satisfactory completion.

In addition to the services and responsibilities of the Contractor set forth in this Section 2, the attached Exhibit A, and elsewhere in the body of this Agreement, it is understood that the Contractor, all trade contractors, subcontractors and others engaged in the performance of the work required in a project's plan shall also comply with the requirements set forth in the attached **Exhibit B**. The attached Exhibit B is incorporated by reference into this Agreement and made a part hereof.

3. MANDATORY REQUIREMENTS. The Contractor shall ensure on projects to which it is assigned that:

- A. The Contractor shall work closely with County staff during all phases of the work on a project. A strong, positive relationship must be maintained.
- B. All licenses required for a discipline by the State of Michigan shall be maintained during the course of a project from its commencement to its satisfactory completion.
- C. All work must comply with any applicable local and state building codes, including but not limited to, fire, electrical, mechanical and plumbing codes.
- D. The Contractor shall provide a single point of contact for the duration of this Agreement and perform with a consistent team.
- E. The Contractor shall not proceed on a project without the written consent of the County. The Contractor may not proceed on any quoted project until it is in receipt of a Purchase Order and/or written notice to proceed from the County.
- F. The Contractor shall comply with administrative procedures related to a project such as change orders, shop drawings, contract pay requests, etc.
- G. The Contractor shall utilize construction documents that have been approved by the County.
- H. The Contractor shall meet with applicable County committees, boards and commissions to review project status, project budget and project planning, as required.

- I. All insurances required in Section 16 shall be maintained by the Contractor during the duration of this Agreement.
- J. During the work on a project, the Contractor shall, when requested by the County, provide the County with a status report on the project and/or its progress towards completion and such additional information as the County may require. The County may require that such reports be in writing and/or at a meeting of the County's Board of Commissioners or a committee or subcommittee thereof.

4. COMPENSATION. It is expressly understood and agreed that the compensation which the Contractor shall receive for Sub-Contractor management is 10% Fee added to each trades Labor and Materials cost per project. Exhibit A 1.4 Construction and Inspection services, these are listed billable services but not limited to. Plus the 2% Michigan Association of Counties CoPro+ Program (hereinafter referred to as "MAC/CoPro+") administrative/remittance fee to be paid by Contractor to MAC/CoPro+.

5. STATEMENTS, ACCOUNTING PROCEDURES, MAINTENANCE OF AND ACCESS TO RECORDS. The Contractor, when working on an assigned project, shall provide the County with monthly statements for the work performed over the preceding month. Detailed invoices shall be submitted via email to the LCFSD Director at KEggleson@livgov.com on a monthly basis. The Contractor shall include in its statements or accompany the statements with such additional information as the County may require. These statements shall be issued by no later than the 5th of the month following the month in which services are rendered, and shall be paid by the County within thirty (30) calendar days after the County's receipt of the statement, unless another payment schedule is mutually agreed upon in writing between the County and the Contractor. It is expressly understood and agreed that statements received by the County shall be processed and paid in accordance with the County's procedure for payment of Accounts Payable.

If a dispute arises regarding the accuracy of a statement the Contractor's representatives shall meet with the County's representatives to resolve the dispute, with the understanding that the statement or at least that part of a statement that is in dispute shall not be paid until the dispute is resolved.

Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP) in order that the costs billed to the County under this Agreement can be readily and accurately ascertained and verified therefrom.

Contractor shall keep and maintain records covering the services rendered, expenditures made, and sums billed to and paid by the County under this Agreement, during the term of this Agreement and for not less than three (3) years after the termination of this Agreement. In the event an audit by or on the County's behalf is commenced during this record retention period but is not completed before the end of the retention period Contractor shall continue to maintain the records until litigation, including all appeals, or audit findings have been fully resolved.

All books, documents, papers and records pertaining to the services Contractor provides to the County under this Agreement and the sums billed to the County for said services shall be open during regular working hours (9:00 a.m. – 5:00 p.m., Monday through Friday) to inspection on behalf of the County by the County's Administrator or designee or a third party whose services the County has contracted with for such purpose. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the County through its designated representatives shall be entitled to conduct audits of the Contractor's records described above.

6. STATEWIDE COOPERATIVE CONTRACT. The Contractor shall cooperate with the MAC/CoPro+ Program to market and extend this Agreement to other governmental municipalities and educational entities throughout the State of Michigan, enabling them to purchase the Contractor's products and services from this competitively awarded Agreement. All pricing submitted to Livingston County and its participating entities shall include a 2% remittance fee to be remitted to MAC/CoPro+ by the Contractor on a quarterly basis.

The MAC/CoPro+ Program Statewide Cooperative Contract requirements are more fully set forth in the RFQu's Section 1.8 Statewide Cooperative Contract, page 5, and in the RFQu's Addendum #1. Both the RFQu's Section 1.8 and Addendum #1 are attached to this Agreement, labeled Exhibit C. The attached Exhibit C is incorporated by reference into this Agreement and made a part hereof.

7. TAXES AND PAYMENT TERMS. The County is exempt from Federal Excise and State Sales Tax. The Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

8. GIFTS/GRATUITIES. Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

9. INTERESTS OF CONTRACTOR AND COUNTY. The Contractor, by its entering into this Agreement, gives the County its assurance that it has no interests which 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, 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 9 shall not apply where specifically exempt under Michigan Law.

10. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION. The Contractor, and all its consultants, subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment which include, but are not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 355, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 USC Section 12101 *et seq.*), as amended, and regulations promulgated thereunder.

The Contractor and all 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, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Contractor shall post notices containing the above-stated 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, sexual orientation, gender identity or expression, national origin, disability or genetic information that is unrelated to an individual's ability to perform the duties of a particular job or position, age, height, weight, marital status and religion.

Breach of this Section 10 shall be regarded as a material breach of this Agreement.

11. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with 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 venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes and/or Court Rules of the State of Michigan. In the event any action related to or regarding this Agreement is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

12. COMPLIANCE WITH THE LAW. In performing the services required under this Agreement, the Contractor shall comply with applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor agrees that all Contractors, engineers and other professionals performing services under this Agreement shall meet Federal, State and local licensing requirements for the services which they perform. Breach of this Section 12 shall be regarded as a material breach of this Agreement.

13. ADVERTISING. The Contractor shall not advertise, issue a press release or otherwise publish information concerning the RFQu or this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld.

14. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants, agents, consultants, and subcontractors 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, servants, agents, contractors, consultants and subcontractors for performing services under this Agreement. The Contractor shall also withhold and pay all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, State and local governments.

15. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, to the fullest extent permitted by law, at its own expense, protect, defend, indemnify and hold harmless Livingston County, its 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 of the Contractor, its employees or agents or its subcontractors or sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 15 shall be limited to the degree of fault of the Contractor, or its officers, employees, agents, subcontractors or sub-subcontractors, or any of their officers, employees, or agents.

In addition to the Contractor's indemnification responsibilities set forth in the first paragraph of this Section 15, the Contractor shall hold harmless the County, its officers, employees and agents from liability of any nature or kind, including costs and expenses for infringement or use of any patent, copyright or other property right, secret process, patented or unpatented invention, article or appliance furnished or used by the Contractor or its subcontractors in connection with this Agreement or a purchase order.

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

16. INSURANCE. The Contractor, or any of its subcontractors, shall not commence work under this Agreement until they have obtained the insurance required by this Section 16, 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 Livingston 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 Disability Compensation Insurance. Workers' Disability Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors also carry Workers' Compensation Insurance and Employer's Liability Coverage, as required by law.
- B. Personal Property Insurance. The Contractor and its consultants, subcontractors and sub-subcontractors, shall be responsible for insuring all their tools, equipment and materials which it may use and/or leave at a work site. The County shall not be responsible for any loss or damage to the Contractor's or its consultants, subcontractors, or sub-subcontractors' tools, equipment and materials.
- C. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and aggregate. Coverage shall include the following extensions: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper and (2) Contractual Liability; (3) Products and Completed Operations Coverage; (4) Independent Contractors Coverage, and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- D. Professional Liability Insurance (if applicable) of not less than \$1,000,000.00 per occurrence or claim and aggregate. If this insurance policy is in claims made form, the Contractor shall keep its Professional Liability Insurance either in force or purchase extended reporting period "tail" coverage for a minimum of three (3) years after the termination of this Agreement.
- E. Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 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.

- F. **Additional Insured.** Commercial General Liability and Automobile Liability Insurances, as described above, shall include an endorsement stating the following shall be **Additional Insureds**. Livingston County, all 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 that by naming Livingston County as additional insured, the coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- G. **Cancellation Notice.** All policies, as described above, shall include an endorsement stating that is it 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, ATTN: Fiscal Services - Procurement, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- H. **Proof of Insurance.** The Contractor shall provide Livingston County, at the time that the contracts are returned by Contractor 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 will be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
If any of the above coverage(s) expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date.
- I. The required Certificate of Liability Insurance Certificate must be submitted to the Fiscal Services Department upon a fully executed written agreement. The Insurance Certificate may be faxed or emailed to: 517.546.7266 or fs-procurement@livgov.com.

NOTE: Failure on the part of the Contractor to contact its insurance carrier to verify that the insurance carried by the Contractor meets the County's specifications shall result in this proposal being completed incorrectly.

OTHER: Sole proprietors or partnerships shall provide proof of Worker's Compensation Insurance or Notice of Exclusion from Workers' Disability Compensation as required by law.

Any company who claims Workers' Compensation Exclusion is required to have a **Notice of Exclusion from the Michigan Department of Labor and Economic Opportunity (LEO), and Workers' Disability Compensation Agency** on file.

Below is the contact information necessary to request a Notice of Exclusion form (WC-337).

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY (LEO)
WORKERS' DISABILITY COMPENSATION AGENCY
PO Box 30016
Lansing, MI 48909
(888) 396-5041

Once you have a WC-337 form on file with the State of Michigan, a copy may be faxed or emailed to: **517.546.7266 or fs-procurement@livgov.com.**

17. 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.

18. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

19. 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 a 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 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. The making of any such payment by the County while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or defaults.

20. SUBCONTRACTING OR ASSIGNMENT OF AGREEMENT OR AGREEMENT FUNDS. This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the County's Purchasing Coordinator. In no case; however, shall such approval relieve the Contractor from its obligations or change the terms of this Agreement. The Contractor shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County's Purchasing Coordinator. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

21. 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.

22. ENTIRE AGREEMENT. This Agreement, and the attached Exhibits A, B and C, contains 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.

23. 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.

24. SURVIVAL CLAUSE. All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future shall extend beyond and survive the end of the term or termination of this Agreement.

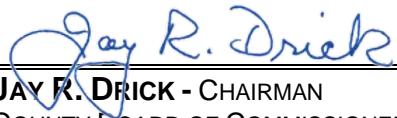
25. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or 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 clause or provision was rendered invalid or unenforceable.

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

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS CONSTRUCTION MANAGEMENT SERVICES AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

By:



JAY R. DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 8/20/2024

STRUCTURE TEC RESTORATION, LLC

By:



(Signature)

Name: Rene' Gonzalez

(Print or Type)

Title: President

(Print or Type)

Dated: 7/03/2024

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

By: ROBERT D. TOWNSEND - 6/26/2024

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LIVINGSTON COUNTY

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STRUCTURE TEC RESTORATION, LLC

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TERM: 6/1/2024 – 6/1/2029

RES #2024-05-078



Section 1.0: Scope of Services

1.1 Introduction

Livingston County Facility Services plans, designs, and manages the construction and delivery of capital projects, as well as remodels of its existing facilities to ensure the safe, accessible and efficient use of the workplace environment.

This Request for Qualifications (RFQu) seeks submission from any and all interested and qualified firms to provide the listed services in a manner that maximizes the quality of services and value to the County and, by extension, its residents. Through this process, it is the goal of Livingston County to competitively prequalify and establish a list of contractors that will provide Construction Management Services for the next five (5) years. The 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.

Proposals must document the resources and capability for performing the services requested. Such evidence includes, but is not limited to, the respondents' demonstrated competency and experience in delivering services of a similar scope and type, and local availability of personnel and resources.

1.2 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory minimum requirements. Bids deemed nonresponsive will be eliminated from further consideration.

- Three (3) years of experience providing the types of services requested. Three (3) references, preferably from individuals or organizations where services were similar to those requested in this RFQu (see Section 2.2).
- List of projects similar to those being requested in this RFQu and completed in the last three (3) years. The firm's personnel assigned to projects shall have experience in construction management/general contractor services specific to government facilities within the last three (3) years in the State of Michigan. Proposal shall indicate their personnel's name, title, and responsibility, along with the following project specifics: a) Title of project b) Type of facility c) Name of the entity d) Location e) Brief description of the project f) Value g) Project completion date h) Client point of contact name and phone number.
- Confirmation of all required licenses held by the Construction Manager/General Contractor, as well as licenses held by their staff and subcontractors in their respective trades.

1.3 Qualifications

Construction managers shall be responsible for complete construction management/general contractor services for all phases of minor projects (estimated at \$50,000 or less). These projects include, but are not limited to:

- a. Building Alterations
- b. Sheetrock
- c. Ceiling Grid
- d. Electrical
- e. Painting
- f. Finish Carpentry
- g. Rough Carpentry

1.4 Services Required

Livingston County is seeking professional construction management services for minor projects (below \$50,000) with a focus on additions, remodels and/or alterations to existing facilities, including but not

limited to: office buildings, essential services facilities, court facilities, health care centers and clinics, detention centers, maintenance buildings, and site work. Under the direction of the Facilities Services Department Director, construction firm(s) will work with various countywide departmental staff, and potentially consultants in the various design and construction disciplines, and those agencies having jurisdiction over a given project. In some instances, the construction manager(s) will act as the Facilities Services Department's owner-representative in meetings, and report to the Facilities Services Department Director, as required.

The capability of firms submitting proposals shall include construction management/general contractor services that cover the post-design phase of the project. It is anticipated the Livingston County Facilities Services Department Director will design and plan the projects. After this initial design phase, the Facilities Services Department Director will obtain quotes from the prequalified list of contractors resulting from this RFQu. The selected contractor will oversee the project, and have responsibility to bring in the staff and subcontractors to perform the construction outlined within the project plan.

The resulting contract(s) anticipated by this RFQu comprehensively covers services that can be defined as construction management. The services may include, but are not limited to, some or all of the following services:

Construction and Inspection Services:

- a. Obtain and pay for all required construction related permits.
- b. Furnish bonds and insurance, as required.
- c. Manage and coordinate all trade contractors and subcontractors and others engaged in the performance of the work.
- d. Communicate and coordinate with the Facility Services Department Director in reviewing and processing requests for information or clarifications, interpretations of contract documents, drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, et.al.
- e. Continuously supervise and observe all work in progress to ensure that the work is proceeding in accordance with the construction schedule, as approved by the Facility Services Director.
- f. Coordinate the work of the trades/subcontractors without interfering in the progress of the project and make them a part of the project team.
- g. Assure that the project is on schedule and if not, take appropriate action to ensure timely project completion.
- h. Establish notification procedures for any shutdowns of utilities for the progress of the work.
- i. Review and make recommendations on change order requests from the trades/subcontractors; in particular, determine if the requests are legitimate and reasonable.
- j. Review any requests for changes and prepare cost estimates for each request.
- k. Review any potential claims. If any are received, review them and make recommendations.
- l. Provide general inspections related to building systems such as mechanical, electrical, plumbing and telecommunications.
- m. Follow construction safety protocols.
- n. Assist with resolving all project punch list and closeout issues, as necessary.

The Facilities Services Department Director may request from the construction management firm any and all of the above tasks, depending on the nature of the project assigned. The firm must be staffed as to render these services expeditiously, upon request and may need to be completed during non-business hours as to minimally disrupt County operations.

1.5 Safety

Provide information regarding your safety procedures and programs that you would like the evaluators

**EXHIBIT B****ADDITIONAL TERMS AND CONDITIONS**

In addition to the terms and conditions set forth in the Agreement for Construction Management Services, to which this Exhibit B is attached, the Contractor, all trade contractors, subcontractors and others engaged in the work required for a County Project shall also comply with the additional terms and conditions set forth in this Exhibit B. [NOTE: ALL REFERENCES IN THIS EXHIBIT TO "THE COUNTY" SHALL MEAN THE COUNTY OF LIVINGSTON FOR WHICH THE AGREEMENT AND THIS EXHIBIT WAS PREPARED].

1. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP AND INSPECTION OF WORK. The Contractor shall be responsible for examining the Project Work Site's existing conditions in order to gain full information under which the work is to be carried out. It is understood and agreed that the Contractor, prior to submitting its proposal for the Project, was responsible for investigating and evaluating subsurface or latent physical conditions at the Work Site. Where information concerning existing conditions was provided or mentioned by the County, such information was provided for the convenience of those submitting proposals for the Project and to provide information known to the County. The County, however, does not represent or guarantee any specific site conditions, including subsurface conditions. The Contractor, prior to submitting its proposal for a County Project, was solely responsible for all necessary site investigations and measurements to ensure that its proposal was based on conditions, which exist in and adjacent to the Project's Work Site. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor and subcontractors on a County Project shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan laws, rules, regulations and codes. The Contractor shall only employ persons or use subcontractors who are qualified and skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from a Project that County deems incompetent or careless.

The County may designate such individual(s) it may desire to participate in the inspection of work done by the Contractor and subcontractors on a County Project (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor and subcontractors on a County Project to ensure that such work is in accordance with a Project's requirements set forth in specifications, drawings and/or plan developed for a County Project assigned to the Contractor and is free from defects.

In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of a County Project, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that already agreed to by the County for a Project, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Section, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County's representatives, as authorized by this Section, shall not relieve the Contractor from any responsibility regarding correcting defects or other failures to meet the requirements of the County's Project.

2. WARRANTIES.

- A. The Contractor and subcontractors warrant that they meet all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by a County Project.
- B. The Contractor and subcontractors shall warrant to the County that all products and materials provided shall be of good quality and new and that all work performed, and the products and materials provided for a County Project will be of good quality free from faults and defects, and in conformance with the County's Project plans, drawings and specifications. The Contractor, if required by the County, shall furnish the County with satisfactory evidence as to the kind and quality of the products and materials. All work, products and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions requiring correction of defective work, set forth in Section 3 of this Exhibit.
- C. The Contractor and subcontractors warrant all workmanship and materials provided for a period of one (1) year or such other period mutually agreed to by the County and Contractor or subcontractor after its substantial completion of the entire Project and acceptance by the County.
- D. The Contractor shall transfer to the County all manufacturer warranties covering, items, equipment and materials incorporated into the Project under this Agreement.
- E. The warranties shall exclude remedy for damage or defect caused by abuse or by alterations to the work not executed by the Contractor or a subcontractor of the Contractor.

3. CORRECTION OF WORK.

- A. The Contractor shall promptly correct all work rejected by the County as defective or as failing to comply with the warranties set forth in Section 2. WARRANTIES of this Exhibit, whether observed before or after substantial completion. The Contractor shall bear all costs of correcting such rejected work.
- B. If, within one (1) year after the date of completion of all the work at the Work Site, including all work on the final punch list, that is required for a County Project or within such longer period of time as may be prescribed by law, any of the products and materials provided and/or workmanship performed on a County Project is found not to be in accordance with the Contractor's or subcontractor's warranties set forth in Section 2 of this Exhibit, the

Contractor shall correct such defect(s) at no cost to the County, promptly after receipt of a written notice from the County to do so. This obligation shall survive termination of the Agreement to which this Exhibit is attached. The County shall give such notice promptly after discovery of the condition.

- C. The Contractor shall remove from the Work Site all portions of the work which are not in compliance with Contractor's and/or subcontractor's warranties in Section 2 of this Exhibit and which have not been corrected as required above, unless removal is expressly waived in writing by the County.
- D. If the Contractor fails to correct work not in compliance with the warranties in Section 2 of this Exhibit, the County may correct such work. The Contractor shall bear the costs incurred by the County in correcting such defective work and shall pay the County the total sum of such costs that were incurred by the County within thirty (30) days of the County's delivery to Contractor of a bill setting forth such costs and the total sum due. If the sum due the County is not paid on or before its due date, it shall accrue interest at the rate of 1.5% per month until paid in full.

4. CLEANING UP. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Project. At the completion of the Project, the Contractor shall remove all the Project's remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so, and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due. If the sum due the County is not paid on or before its due date, it shall accrue interest at the rate of 1.5% per month until paid in full.

5. PROTECTION OF PERSONS AND PROPERTY AND HANDLING OF HAZARDOUS MATERIALS AND SUBSTANCES.

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All new work as it is completed at the Work Site.

2. All the County's employees at the Work Site and all other persons who may be affected thereby.
3. All materials and equipment to be used and/or incorporated into the Project, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
4. Other property at the Work Site or adjacent thereto, including but not limited to all interior and exterior fixtures and furnishings of the Work Site, walls, floors, ceilings, windows, doors, lighting, electrical wiring, plumbing, heating and cooling systems and vents, trees, shrubs, lawns, walks, pavements, water drainage systems, roadways, structures, and utilities not designated for removal, relocation or replacement during the Project.

C. The Contractor shall comply with and give all notices and hazard warnings required by all applicable laws, codes, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including but not limited to posting danger signs and other warnings against hazards, and setting up barriers where needed.

E. The Contractor shall promptly repair or remedy all injury, damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this section.

F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.

G. Before performing any underground work, the Contractor shall contact MISS DIG at (800) 482-7171. MISS DIG requests and the Contractor shall provide a minimum of three (3) working days' notice excluding Saturday, Sunday and holidays.

H. Explosives shall not be used in the performance of work required by the Project. When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Project, the Contractor shall notify the County in advance and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- I. Contractor shall obtain the approval of the County in writing prior to Contractor's or its subcontractors' use or storage of hazardous materials or equipment at the Work Site. Such approval shall not be construed as releasing the Contractor from any liability which may arise from the use or storage of such materials and equipment at the Work Site.
- J. The Contractor shall notify the Director of the County's Facility Services Department, and any architect/engineer retained by the County to plan and/or oversee the Project in writing in advance of any hazardous chemical(s), material(s), and/or substance(s) that Contractor, subcontractors and sub-subcontractors brings onto the Work Site or within the facility of which the Work Site is a part and shall state where, how, when and length of time said materials will be used. The Contractor shall provide the Director of the County's Facility Services Department with a Material Safety Data Sheet (MSDS) as required in Section 6, Subsection F of this Exhibit. The Contractor shall also comply with all applicable Federal and State laws, rules and regulations regarding posting of signs, issuing notices and warnings, and the handling, use and disposal of hazardous chemical(s), material(s), and/or substance(s).
- K. Should any hazardous chemical(s), material(s), and/or substance(s) that were not anticipated be encountered during the work, the Contractor and subcontractors shall cease all work related to the hazardous chemical(s), material(s), and/or substance(s). The Contractor shall then notify the County, who will determine the next course of action.
- L. If the Contractor fails to comply with Subsections J and K of this Section 5, or fails to properly handle, remove and dispose of hazardous chemical(s), material(s) and/or substance(s) it or its subcontractors brought onto the Work Site and facility of which is a part, Contractor shall be liable for and shall indemnify and hold harmless the County and its employees, officers and agents, against any resulting costs, losses, damages, property, personal or bodily injuries, fines, penalties, judgments or damages, including reasonable attorneys' fees, imposed on or incurred by the parties to be indemnified hereunder.
- M. The foregoing indemnification obligations of the Contractor are in addition to the provisions in Section 15 INDEMNIFICATION AND HOLD HARMLESS of the Agreement to which this Exhibit is attached.

6. COMPLIANCE WITH THE LAW, LICENSING AND OBTAINING PERMITS.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations.
- B. The Contractor, its employees, subcontractors and their employees shall at all times, while performing work on the Project, possess and maintain all applicable licenses, certifications and authorization from and required by the State of Michigan and all other authorities having jurisdiction.
- C. Unless otherwise agreed to by the County and Contractor in writing, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the Project.
- D. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, (MCL 408.1001 et. seq.) as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps and make such corrections as are necessary to comply, at no additional cost to the County.
- E. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site of a Project.
- F. If the Contractor or any subcontractor uses a product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Director of the County's Facility Services Department prior to commencement of work.
- G. Breach of this Section 6 shall be regarded as a material breach of the Agreement to which this Exhibit is attached and made a part thereof. In the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this Section 6, the County may terminate the Agreement effective as of the date of delivery of written notification to the Contractor.



to consider such as safety equipment, commitment to training, and/or safety program docum

1.6 Invoicing

Detailed invoices shall be submitted via email to the Facilities Services Director at KEggleson@livgov.com on a monthly basis. Invoices shall be issued no later than the 5th of the month for goods and services received in the prior month. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

1.7 Disclosures

- a. Bidders must disclose any violations within the past (5) five years of any permit, license, regulation, or statute that resulted in any notices, fines, censures, punitive awards or similar actions being levied on or taken against the vendor by and Federal, State and/or local regulatory agency. If applicable, provide the date, identity of the agency issuing the citation or fine, description of the violation and final ruling of the agency.
- b. Identify any contracts for services similar to those proposed in response to this RFQu for which the contract was terminated for cause either by the vendor, the municipality or the industry.
- c. Provide information related to any outstanding or past issues regarding inspections from the last (5) five years.

1.8 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. This contract will expand access for these services to government municipalities and educational entities and enable an entity to "piggyback" and purchase from the competitively awarded contract.

Services will be requested by participating entities as specific needs arise. Participating entities will issue individual requests along with specific response information required, deliverables, and any special terms and conditions. The order will be executed by, and the contractor will respond directly to, the requesting entity.

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

As part of the proposal response, Vendors should describe how their services could be scaled to entities of different sizes and types (i.e., governments vs schools).



LIVINGSTON COUNTY FISCAL SERVICES
LIVINGSTON COUNTY, MICHIGAN
304 E. Grand River Ave., Suite 204 | Howell, MI 48843
Phone: 517.540.8740
Fax: 517.546.7266

RFQu-LC-24-05
Construction Management Services for Minor Projects

ADDENDUM #1

The purpose of this addendum is:

- to communicate questions received, and the answers to those questions
- to include building floorplans/maps

QUESTIONS	ANSWERS
If a vendor is unable to remit the 2% fee to MAC, will that vendor be able to bid?	No.
Can a vendor choose to not include a 2% fee?	The 2% administrative fee is required to be remitted, no exception. We have had vendors that have been part of the program that have chosen to absorb the 2% fee in their pricing because they receive the benefit of not having to put together other public bids, which in turn saves them time and cost. We have also had other vendors that have simply added the 2% to their overhead. Either way, it is required.
Can you explain exactly how the fee should be applied? Monthly, one time, annual?	The vendor will be contacted by MAC on a quarterly basis for all of its self-reported sales (all billings made to an entity whether it be for sales or service) and the 2% will be applied to all sales and services made to entities using the contract.
Will the 2% administrative fee be paid by our company to MAC, or will Livingston County be withholding 2% and pay MAC directly?	The 2% administrative fee will be paid by the vendor to MAC.
Would you like our suggestion on how we pay other buying cooperatives?	Sure, please propose your solution in your response.

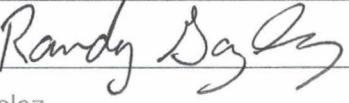
The bid due date remains March 18, 2024 by 2:00 p.m. EST.

ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #1

RFQu-LC-24-05

Construction Management Services for Minor Projects

To be signed and returned with proposal submission.

Company:	Structure Tec Restoration LLC.	Date:	3/12/2024
Authorized Signature:			
Printed:	Randy Gonzalez		