



L. BROOKS PATTERSON-COUNTY EXECUTIVE  
**OAKLAND COUNTY**  
**PURCHASING DIVISION**

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**OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET**

**PURCHASING DIVISION CONTRACT NUMBER: 002448**

**January 2, 2009 through December 31, 2011**

**Contract - NOT TO EXCEED AMOUNT \$250,000.00**

This "Contract" is made between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

<b>COUNTY OF OAKLAND</b> 2100 Pontiac Lake Road Waterford, Mi 48328 (herein, the "County")	<b>KNAPHEIDE TRUCK EQUIPMENT COMPANY</b> JIM FOUNTAIN 1200 SOUTH AVERILL AVE FLINT MI 48503 Vendor No. 100 (herein the "Contractor")
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 2. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 3. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 4. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 6. CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:





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**§1. SCOPE OF CONTRACTOR'S SERVICES**

The Contract shall provide and install snow plows and service bodies. This includes all labor, materials, and incidentals. The Contractor shall provide and confirm via a quote on vehicle installations of equipment and any variations prior to installation.

Vehicle pick-up and delivery will vary with equipment purchased.

Pricing and warranty information for equipment purchase and installation is listed as Exhibit III which is now incorporated into this contract.

**§2. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE**

2.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:

2.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 15 Days before this event.

2.1.2. No more than once a month, the Contractor shall submit an invoice to the County which shall itemize all amounts due and/or owing by the County under this Contract, and payment terms as the date of the invoice. The invoices shall be submitted in the form requested by the County. The County shall have no obligation to make payment until a proper invoice of service is submitted. The County reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.

2.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

2.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of Contractor under this Contract.

2.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

2.5. Contractors are required to invoice the County, for goods and services received, on a monthly basis within thirty (30) days from the last day of the month in which the goods or services were received. In no event will the County pay for goods or services invoiced beyond sixty (60) days after the last day of the month in which the goods or services were received, without the prior approval (related to extenuating circumstances) of the Manager of Oakland County Fiscal Services.

**§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**

3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required.

**OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET-PURCHASING DIVISION  
MAINTENANCE CONTRACT NUMBER 2448**





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The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

- 3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
- 3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the County.
- 3.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 3.2. The County may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the County, if the County defaults in any obligation contained herein, and within the ninety (90) notice period the County has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 3.5.1. If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.
  - 3.5.2. If notice is sent the County, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.
  - 3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or the County Purchasing Manager or assigned Purchasing designee.





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§4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the County herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
  - 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
  - 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
  - 4.6.3. All Contractor Employees shall wear and display appropriate county-provided identification at all times while working on County premises.
  - 4.6.4. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County.
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the County is that of an Independent Contractor. Nothing in this Contract is intended





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to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the County.

**§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

**5.1. Indemnification**

- 5.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County for uncollectable accounts.
- 5.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 5.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

**5.2. Contractor Provided Insurance**

- 5.2.1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
  - 1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:
    - a. Commercial General Liability - with the following as minimum requirements:
      - \$3,000,000 – Each Occurrence (Total)**
      - Occurrence Form Policy
      - Broad Form Property Damage
      - Premises/Operations
      - Independent Contractors
      - Products and Completed Operations
      - (Blanket) Broad Form Contractual
      - Personal Injury - Delete Contractual Exclusion
      - X, C, U Exclusions deleted, as applicable
      - Additional Insured: The County of Oakland and County Agents (as defined in this Contract);





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- b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;
  - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.
2. General Certificates of Insurance:
- a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: The County of Oakland and County Agents, Oakland County Purchasing Division, 2100 Pontiac Lake Road, Bldg 41W, Waterford, MI 48328-0462 or Fax 248-858-1677.
  - b. The County of Oakland and County Agents (as defined in this Contract) shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.
  - c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division. Insurance carriers are subject to the approval of Oakland County.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

Refer to the Specifications and/or Drawings included with these General Conditions for the specifics related to this job. In the event of a conflict between the Drawings and Specifications and these General Conditions, the Drawings and Specifications shall take precedence. DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2. **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.





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- 6.3. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.
- 6.4. **"County Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5. A **"Contract Administrator"** or **"County Representative"** is appointed by the County to act as a liaison between the County and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6. The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7. The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and County legal holidays.
- 6.8. **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.

6.9. **BIDDING INFORMATION**

- 6.9.1 Unless otherwise indicated or further defined in the Specifications, a Pre-bid Meeting has been scheduled for this project. Bidders are encouraged to attend, as this will afford the only opportunity to inspect the existing site conditions prior to bidding.
- 6.9.2 The Contractor is responsible for familiarizing himself with all measurements, dimensions, and existing conditions of the Work area.

6.10. **ASSIGNMENT OF CONTRACT AND OTHER CONTRACTS**

- 6.10.1 The Contractor shall not assign the Contract or any part thereof without the written consent of the County.
- 6.10.2 The County reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.
- 6.10.3 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the County any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.





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6.10.4 The Contractor shall be fully responsible to the County for the acts and omissions of his Subcontractors.

**6.11. MATERIALS AND WORKMANSHIP**

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In general, it is the intent of these Specifications to permit the use of equipment of any manufacture so long as they are fully consistent, in the opinion of the County, with the quality and performance requirements of the job. This is indicated by the use of the words "or approved equal" following specific trade name or manufacture.
- 6.11.5 When the Contractor wishes to use a product as an approved equal, he must seek prior approval of the County Representative.
- 6.11.6 Should the Contractor use sub-standard or non-specified materials or products, he shall be required to remove such materials and replace them with the designated materials at his own expense.
- 6.11.7 Material installed on the project shall be carefully inspected by the County. The Contractor shall within twenty-four (24) hours after receiving written notice from the County remove from the grounds or buildings all material, fixtures or apparatus condemned by the County, deemed as failing to conform to the Specifications and Drawings and to the conditions to the Contract.
- 6.11.8 The County shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, fixtures or apparatus are removed, or to declare the Contract forfeited for non-performance or not being executed according to the intent or meaning of the Specifications and Drawings.
- 6.11.9 Contractors working for Oakland County are responsible for being adequately and properly prepared to execute the Contract. They are expected to maintain high standards or workmanship, representing the best traditions of the trade.
- 6.11.10 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the County, after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.
- 6.11.11 Materials and workmanship shall comply with all applicable federal, state and local codes.





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**6.12 NOTIFICATION**

The Contractor must schedule all Work, in advance, with the County Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

**6.13 VERIFICATION OF EXISTING SITE CONDITIONS**

The Contractor shall verify all measurements at the site and shall be responsible for them. No extras shall be paid due to differences between actual dimensions and those indicated in the Drawings or Specifications. The Contractor shall notify the County Representative of any discrepancies discovered, in writing.

**6.14 USE OF COUNTY'S PREMISES**

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his employees to the limits indicated by law, ordinances, permits or directions of the County and shall not unnecessarily encumber the premises with his materials or equipment.

**6.15 DAMAGES**

6.15.1 The Contractor shall be responsible for damage to the County's premises that may be caused by his work.

6.15.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.

6.15.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the County shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

**6.16 CLEANING**

6.16.1 The Contractor shall at all times keep the County's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the County may cause such cleaning to be done by others and the charge the cost of same to the Contractor.

6.16.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of County business.

6.16.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.

6.16.4 Contractor shall remove all rubbish and debris from County property and legally dispose of it. No open burning of debris or rubbish shall be permitted.





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**6.17** PERMITS AND INSPECTIONS

- 6.17.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.17.2 The Contractor shall deliver to the County certificates of inspection where such are required.
- 6.17.3 All Federal, State and Local taxes, when applicable, are the responsibility of the Contractor and should be included in the final Contract price.
- 6.17.4 The County Representative or Contract Administrator shall act as inspector for this project.
- 6.17.5 The inspector shall have access to the Work under this Contract. Off-site preparation, fabrication, or execution of Work under this Contract shall be inspected as required.

**6.18** SAFETY

- 6.18.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.18.2 The Contractor shall perform all Work in accordance with applicable local, State, and Federal laws, rules, regulations and zoning and building codes, as well as M.I.O.S.H.A guidelines in effect at the time of the project.
- 6.18.3 The Contractor shall notify the County Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.18.4 The Contractor shall provide for the protection of the public, County employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the County representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.18.5 Material Safety Data Sheets shall accompany or precede shipments of materials subject to the Michigan Hazard Communications Standard also known as the "Michigan Right to Know Law." All containers shall have approved warning labels in accordance with this law. The Contractor shall send copies of all MSDS's to the County Representative for this project prior to the start of the Work. In addition, all Contractors and their employees have the right to know what hazardous chemicals they may be exposed to while working on this project. In accordance with the law, Contractors and their employees may request hazardous chemical information from the County through the County Representative. This can include a list of hazardous chemicals in the work place as well as specific Material Safety Data Sheets.





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- 6.18.6 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.18.7 Upon request, Contractor shall provide a copy of his Written Safety Program for review by the County.
- 6.18.8 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

**6.19 NON-DISCRIMINATION**

In connection with the performance of work under this Contract the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. The aforesaid provision shall include, but not be limited to the following: recruitment or recruitment advertising; employment, upgrading, demotion or transfer; layoff and selection for training, including apprenticeship, in accordance with rules and regulations promulgated by the Federal (Compliance Responsibility for Equal Employment Opportunity - Chapter 60. 60-1, 4, No. 1-7) and State (Standards and Procedures for Executive Directive 1975-6, Section II-C, IV-C, and V-A&B) agencies and related Federal and State laws and regulations.

**6.20 GUARANTEES**

- 6.20.1 In addition to the specific guarantees required by the Specifications for the Work performed under this Contract, the Contractor shall furnish written guarantee of all the Work to be performed under this Contract against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the, completed Work for the County. The-Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said one (1) year period and any damage to other work caused by said defects or the repairing of same, at his own expense and without cost to the County.
- 6.20.2 In the event of a problem during the guaranteed period, following conditions shall be met:
- 6.20.2.1 The County shall notify the Contractor in writing or by phone.
- 6.20.2.2 The Contractor shall respond promptly, as required for the situation.
- 6.20.2.3 The Contractor shall also repair any damage to adjacent areas as a result of the defect or its repair.

**6.21 BONDING REQUIREMENTS**

The Contractor, on Contracts exceeding \$50,000, shall conform to Bonding Requirements in accordance with the provisions of Act 213 of the Public Acts of 1963, as amended, Performance and Payment Bonds shall be in an amount to be fixed by the County not less than 50% of the Contract amount.





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**6.22 CONTRACTS WITH COUNTY EMPLOYEES**

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the County including all agencies and departments thereof, and any employee or officer of the County. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the County.

**6.23 PAYMENTS**

- 6.23.1 All invoices shall be directed to the attention of the County Representative for this project for pre-payment approval. The Contractor shall invoice the County for services rendered. The County shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.23.3 All quotations for modifications shall be itemized in accordance with unit prices included in the contract or subsequently agreed upon.
- 6.23.4 Partial payments may be made on Contracts exceeding thirty (30) days in duration. Contractor shall invoice the County for not more than 90% of the Work completed to that point.
- 6.23.5 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.23.6 Changes, in Contract price can come about only with the Written permission of the County. All such changes shall be processed by the County Representative using the Purchasing Division "Contract Change Order" form.
- 6.23.7 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

**6.24 LIENS**

The Contractor shall deliver the Work free and clean of liens. A Waiver of Lien shall be submitted with the final invoice if requested.

**6.25 IN-KIND SERVICES**

This Contract will not authorize any in-kind services unless previously agreed by the County and specifically listed herein.





L. BROOKS PATTERSON-COUNTY EXECUTIVE  
**OAKLAND COUNTY  
PURCHASING DIVISION**

**6.26 COUNTY AUDIT**

Contractor shall allow the County's Auditing Division, or an independent auditor hired by the County, to perform contract compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.

6.26.1 Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the County within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.

**6.27 DELEGATION/SUBCONTRACT/ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.

- 6.27.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.27.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.27.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.27.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.27.5 This Contract cannot be sold.
- 6.27.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

**6.28 NON EXCLUSIVE CONTRACT**

No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.





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**6.29 NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

**6.30 SEVERABILITY**

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

**6.31 CAPTIONS**

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

**6.32 PRECEDENCE OF DOCUMENTS**

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

**6.33 GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE**

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

**6.34 ENTIRE CONTRACT**

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.



### Exhibit III- Pricing Sheets

Item	Item Description	Cost per unit Installed		
		Year 1	Year 2	Year 3
		2009	2010	2011
1	Knapheide Service Body Model 696J Dimensions: 96" Long, 78" Wide, 14.5" Deep Compartments, 49.5" Wide Floor, All galvanized steel construction, body underside completely undercoated, reinforced doors, SS Hinges w/ SS Pin, Master Locking System, Receiver Tube Hitch W/ Safety Chain Eyes, 7 Prong Socket	\$4,581.00	\$4,856.00	\$5,147.00
2	Canopy Roof W/ Double Rear Doors 45" Inside Height for Knapheide Service Body Model 696J	\$2,351.00	\$2,492.00	\$2,642.00
3	Telescopic Sliding Roof for Knapheide Service Body Model 696J	\$792.00	\$840.00	\$890.00
4	Western 8 1/2' Ultra-Mount Pro Plow Model IUTP80, price includes installation, & rubber snow deflector	\$4,227.00	\$4,481.00	\$4,750.00
5	Western 8' Ultra-Mount Pro Plow Model IUTP80, price includes installation and Rubber Snow Deflector	\$4,150.00	\$4,452.00	\$4,720.00
6	Henderson Mark 3 Dump Body, crossmemberless unibody design, 9' long, 2.5-3.7yrd capacity, 3/16" floor, 13" sides, 19" tailgate, 34" head, 95" outside, 85" inside width, 12"x82" cabshield w/ 12"x24" punched window behind driver & passenger	\$10,987.00	\$11,646.00	\$12,345.00
7	Henderson Model TGSII Tailgate Mat'l Spreader, steel rod latches provide easy lock/unlock, self level spinner assy, removable 1man) no leveling rods to bend, detachable from dump body w/quick disconnect pins, chain hoist lifting slots-SS up	\$3,980.00	\$4,298.00	\$4,556.00
8	Henderson Spreader Light at Rear for Mark Three Dump Body	\$158.00	\$167.00	\$177.00
9	Henderson Sealed Lighting System for Mark Three Dump Body, W/ Junction box on side of body at rear	\$473.00	\$501.00	\$531.00
10	Switch Panel for the Henderson Mark Three dump body	\$425.00	\$451.00	\$478.00
11	Amber Strobe for Henderson Mark Three Dump Body	\$315.00	\$334.00	\$354.00
12	Oval Led Strobe Heads for Henderson Mark Three Dump Body	\$378.00	\$401.00	\$425.00
13	Electric Brake Control for Henderson Mark Three Dump Body	\$273.00	\$289.00	\$307.00
14	Receiver Tube Hitch for Henderson Mark Three Dump body	\$505.00	\$535.00	\$567.00
15	Knapheide Value Master - X Platform Body	\$7,244.00	\$7,679.00	\$8,139.00



Item	Item Description	Year 1	Year 2	Year 3
		2009	2010	2011
16	Knapheide Service Body 108"W 40"H Master Locking System	\$25,184.00	\$26,695.00	\$28,297.00
17	6132DJ Knapheide Service Body #6132DJ	\$12,710.00	\$13,473.00	\$14,281.00
18	Knapheide 96 Series Flatbed PVM 83' w/Steel Overlay, One (1) Stellar 4420 Crane w/100' Cable, One (1) Snatch Block, One (1) Crane Cover, Two (2) 18"x18"x36 5/8 Boxes mounted on right side of bed at edge, Receiver hitch w/7 pole plug, Brake controller, WA	\$19,873.00	\$21,264.00	\$22,752.00
19	Medium Duty Service Body & Crane for Incl. 6132D54J Knapheide service body, 94" GG Step Bumper, pintle hook w/safety chain, PM Crane model 5022, PTO, Paint to match cab	\$41,422.00	\$43,907.00	\$46,542.00

20	Henderson Mark Three Dump Body - SS Sides & Ends, - 3/16" AR400 Floor - Body to be natural SS finish unpainted - underside to be fully undercoated - crossmemberless unibody design, 9' long, 2.5-3.7yrd capacity, 3/16" floor, 13" sides, 19" tailgate, 34" head, 95" outside, 85" inside width, 12"x82" cabshield w/ 12"x24" punched window behind driver & passenger	\$1,490.00	\$1,609.00	\$1,738.00
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21	Henderson Mark Three Dump Body - SS Sides, Ends, Floor - Body to be natural SS finish unpainted - All other items :crossmemberless unibody design, 9' long, 2.5-3.7yrd capacity, 3/16" floor, 13" sides, 19" tailgate, 34" head, 95" outside, 85" inside width, 12"x82" cabshield w/ 12"x24" punched window behind driver & passenger	\$1,525.00	\$1,647.00	\$1,779.00
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#### Warranty Periods on Parts and Labor:

Knapheide Truck Bodies:	Parts 12/72/lifetime	Labor 12 /72 /lifetime	months
Western Plows:	Parts 24	Labor 24	months
Henderson Dump body	Parts 12 / 24	Labor 12 / 24	months





L. BROOKS PATTERSON-COUNTY EXECUTIVE  
OAKLAND COUNTY  
PURCHASING DIVISION

The undersigned executes this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

**FOR THE CONTRACTOR:**

BY: [Signature]

DATE: 2-25-2009

James Fountain appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that he has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this 25th day of February 2009

**COLLEEN J. FALLSCHEER  
NOTARY PUBLIC, OAKLAND  
COUNTY, MICHIGAN  
MY COMMISSION EXPIRES  
MARCH 10 2013**

[Signature]  
Notary Public  
Oakland County, Michigan

My Commission Expires: 3/10/2013

**FOR THE COUNTY:**

BY: [Signature]  
Jack Sato Smith, Manager  
Oakland County Purchasing Department

DATE: 3-4-2009

**APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:**

BY: [Signature]  
Todd Birkle, Manager  
Contract Administrator

DATE: 3/2/09

Central Services  
1200 Telegraph Rd.  
Pontiac MI 48341

cjf

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10/10/18