



GENESEE COUNTY PURCHASING DEPARTMENT
ROOM 343, COUNTY ADMINISTRATION BLDG.
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CINDY CARNES
Purchasing Manager

October 28, 2014

GENESEE COUNTY REQUEST FOR PROPOSALS #14-029

Sealed proposals will be received until **3:00 p.m. (ET), Tuesday, November 18, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **CONSTRUCTION ENGINEERING SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATION COMMISSION.**

A **mandatory pre-proposal meeting and site visit** will be held at the Office of the Genesee County Parks and Recreation Commission, 5045 Stanley Rd., Flint, MI 48506 on **Monday, November 3, 2014, 3:00 p.m. (ET)**. This will be the time for prospective proposers to ask questions directly related to this solicitation. Failure to arrive at the mandatory pre-proposal meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. Genesee County will receive proposals only from the firms represented at the mandatory pre-bid conference and site visit.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: Tuesday, November 18, 2014 @ 3:00 PM
PROPOSAL REQUEST NUMBER: #14-029

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2014\14-029
Attachments

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RFP #14-029 CONSTRUCTION ENGINEERING SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATION COMMISSION (GCPRC)

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (ET), Tuesday, November 18, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303714B0003441. Proposals may not be submitted at the Buy4Michigan site for this offering.
 - a. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - b. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 AM through 8:00 PM EST. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bso/login.sdo> and click on Register <https://www.buy4michigan.com/bso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-14-029 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.

- a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Attend: The **mandatory pre-proposal meeting and site visit** at the Office of the Genesee County Parks and Recreation Commission, 5045 Stanley Rd., Flint, MI 48506 on **Monday, November 3, 2014, 3:00 p.m. (ET)**. This will be the time for prospective proposers to ask questions directly related to this solicitation. Failure to arrive at the mandatory pre-proposal meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. Genesee County will receive proposals only from the firms represented at the mandatory pre-bid conference and site visit.
10. Proposal Format: Proposals must be submitted in the format outlined in Section 7. **FORMAT OF PROPOSALS/PROPOSAL CONTENT** to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
7. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of 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, height,

weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.

9. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
12. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
13. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
14. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance

coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.

15. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
16. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
17. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
18. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
19. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
20. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter
County Administration Building
County Courthouse

Galliver Building
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide Construction engineering services to the Genesee County Parks and recreation commission.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County PARKS AND RECREATION COMMISSION. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Thursday, November 6, 2014 by 12:00 p.m. (ET)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County. A **mandatory pre-proposal meeting and site visit** will be held at the Office of the Genesee County Parks and Recreation Commission, 5045 Stanley Rd., Flint, MI 48506 on **Monday, November 3, 2014, 3:00 p.m. (ET)**. This will be the time for prospective proposers to ask questions directly related to this solicitation. Genesee County will receive proposals only from the firms represented at the mandatory pre-bid conference and site visit.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 7. **FORMAT OF PROPOSALS/PROPOSAL CONTENT.** In addition,

at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.

7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
10. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Thursday, November 6, 2014 by 12:00 p.m. (ET), to the Genesee County Purchasing Department as listed above.
12. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
13. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

14. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
17. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
18. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
19. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

22. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 4 - MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

At a minimum, the following requirements are necessary for consideration of contract award:

1. The proposer must have experience providing services that are similar to that required in this solicitation.
2. Services provided by the proposer for clients identified as references must be described as good or better by the proposer's references.
3. The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by Genesee County, or debarred by another government entity.
4. The proposer's personnel and management to be utilized in the provision of services must be knowledgeable in performing the services required in this solicitation. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in providing the services.
5. Willingness to supply information requested by the GCPRC concerning a determination of its responsibility. If the proposer fails to supply any requested information, the GCPRC will base its determination of responsibility upon any available information, or may deem the proposer non-responsive if such failure is unreasonable.

If a proposer does not convince the GCPRC that it possesses the above minimum qualifications with the proposal submission, the GCPRC shall not consider its proposal for contract award.

SECTION 5 - PROJECT DESCRIPTION - PROJECT SUPERVISOR DESIGNATION

The Scope of Services is for use on the following Project and becomes a part of the Construction Engineering Agreement for the following Project once signed:

Project **Flint River Trail Extension – Stepping Stone Falls to Coldwater Road**

Project's Location: Section 21 of Genesee Township, Michigan

Project's Type of Work: Construction of Walking/Biking Trail

Anticipated Start Date of the Project: April 2015

Anticipated Completion Date of Project: On or before September 1, 2015

Project Supervisor: Barry M. June
5045 Stanley Road
Flint, Michigan 48506
(810) 736-7100 ext. 817

The Consultant shall contact the Project Supervisor prior to beginning any work on this Project. The Genesee County Parks and Recreation Commission is referred to as "Commission" below.

SECTION 6 - GENERAL

- A. The Scope of Services consists of performing to the satisfaction of the Commission full time on-site construction observation, prepare construction paperwork, perform construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards.
- B. The Consultant or their sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or their sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission), and check and/or test them prior to use in carrying out this work.
- C. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
- D. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to

proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.

- E. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Genesee County Road Commission; the Project-specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SECTION 7 - GENERAL DESCRIPTION OF SERVICES

The Consultant agrees to provide, to the satisfaction of the Commission, full time on-site construction observation, fully completed construction paperwork, construction staking, construction management, inspection and testing services necessary to accomplish the work described herein. All reporting, measurement, computation, and documentation requirements referenced in the Specifications, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and procedures manuals associated with this project.

SECTION 8 - SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. That all work under this Agreement will be performed in compliance with the contract documents and the standard practices of the Michigan Department of Transportation and the Genesee County Road Commission. Sampling frequencies for inspection and testing will be as prescribed by the Specifications, Proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals.
- B. The Consultant or their Sub-consultant will provide the necessary personnel to adequately perform the requirements of this Agreement, and that these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.
- C. The Consultant or their Sub-consultant shall furnish all necessary inspection, testing, and staking equipment needed to carry out the inspection, testing and staking services.
- D. The Consultant shall furnish all necessary inspection services needed to assure contract compliance with Traffic Control, Soil Sedimentation and Erosion Control and other miscellaneous contract work as described as a pay item.
- E. That acceptance samples, tests, and reporting procedures will conform to the Specifications, Proposal, MDOT Materials Sampling Guide and any and all other

applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Genesee County Road Commission.

- F. The Consultant will immediately bring to the attention of the Project Supervisor any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Consultant. The Consultant will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.
- G. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the following:
 - 1. Inspector's Daily Reports
 - 2. Work Orders
 - 3. Construction Item and Tested Material Records Using Field Manager
 - 4. Reports Associated with the Contractor's Certified Payrolls and Applications of the Davis-Bacon Provisions [Wage Rate Interviews, etc.]
 - 5. Force Accounts
 - 6. Extension of Time and Liquidated Damages
 - 7. Contractor Evaluation (Form 1182)
 - 8. Project Certification Acceptance (Form 1120)
 - 9. Final Marked As-Constructed Plans
 - 10. Other records and/or reports as required for the individual Project and as required by Specification, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals to complete the Project and its paper audit.
- H. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the Specifications, Plans, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
- I. The Consultant shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.

SECTION 9 - CONSULTANT CLAIMS PROCEDURE

Disputed Claims for Extra Compensation: Any and all claims for extra compensation, on behalf of the Consultant or a Sub-consultant, shall be signed and made directly by the Consultant. Failure of the Consultant to file a claim within the following time frames shall constitute a waiver of the claim. When the Consultant claims extra compensation, which is disputed by the Project Supervisor, the following process applies:

A. **Notice of Claim.** All notices of intent to file a claim for extra compensation shall be signed by the Consultant. If the Consultant intends to seek extra compensation for any reason not specifically covered elsewhere in the agreement, the time requirements for notification shall be as follows:

1. The Consultant shall notify the Project Supervisor in writing before beginning the work the Consultant intends to base a claim.

Failure of the Consultant to give notification will constitute a waiver of the claim for extra compensation except to the extent that claims are both substantiated by Commission records and are for extra costs that were unforeseeable.

B. **Keeping Records.** If a Consultant files a Notice of Intent to File a Claim, the Consultant shall keep accurate records of all costs of the work and shall afford the Project Supervisor every facility for keeping costs of the work which is the subject matter of the claim. The Consultant and Project Supervisor shall compare records and bring them into agreement at the end of the disputed work.

C. **Validity of Claim.** The validity of a claim shall not be established either by the filing of a notice of intent to file a claim by a Consultant or the keeping of the cost records by the Project Supervisor.

D. **Timing for Filing of Claim.** A Consultant shall file with the Project Supervisor every claim for extra compensation within the following time frames (whichever comes first):

1. No later than 60 days after the work involved is completed, or
2. No later than 30 days after the Agreement work is completed.

At the request of the Consultant the Project Supervisor may grant an extension of the above time frames to the Consultant, in writing, prior to the expiration of these time periods.

E. **Content of the Claim.** The Consultant's claim shall include:

1. All facts which gave rise to the claim;
2. A copy of the specific provisions of the contract which support the claim; and
3. The dollar amount of the claim with an explanation of how the amount was calculated.

The Project Supervisor will review timely filed claims.

SECTION 10 - SERVICES TO BE PERFORMED BY THE COMMISSION:

- A. The Project Supervisor shall furnish to the Consultant all Project-specific construction contracts, proposals, and plans as deemed necessary by the Project Supervisor for the Services required herein.
- B. The Project Supervisor shall provide general monitoring of the Project to assure that the Project has been completed in reasonable conformance with the plans and specifications for Project Acceptance and to determine that the work performed to date by the Consultant for Services rendered is reasonable and appropriate before approving the Consultant's requests for progress payments.

SECTION 11 - CONSULTANT PAYMENT:

- A. Partial payments will be made upon the submission by the Consultant of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the Commission. Partial payments shall be made only once a month.
- B. Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the Services. Billings for work submitted later than three (3) months after completion of Services will not be paid.

SECTION 12 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Technical Proposal

1. Firm's Prior Experience & References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. Please do not include firm experience unless persons who are proposed to work on this project participated in that referenced project, and clearly state his/her role in the referenced project.
2. Work Plan: Describe in narrative form your technical plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the

number of labor hours you have allocated for each task. The project is planned to be bid out by the MDOT in January 2015. Construction is planned for spring 2015 and to be complete no later than September 1, 2015.

3. **Labor Requirements, Staff Qualifications & Experience:** The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include the number of executive and professional personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide resumes of key personnel that are proposed to be involved in the project.
4. **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements and familiarity with Federal, State and Local Standards. Include a narrative description of the product that will be delivered.
5. **Status of MDOT Construction Engineering pre-qualifications**
6. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Cost Proposals

1. **Cost and Price Analysis:** The information requested in this section is required to support the reasonableness of each proposal. Use the format below. All proposals must be on a not-to-exceed cost basis. Reimbursables, including travel, must also be on a not-to-exceed cost basis.
 - a. **Labor Costs:** Itemize so as to show the following for each member of the project team:
 - i. Name and title, classification
 - ii. Estimated hours
 - iii. Rate per hour
 - iv. Total cost for each member and for all labor needs
 - b. **Cost of Supplies and Materials:** Please itemize.
 - c. **Other direct costs:** Please itemize.
 - d. **Overhead**
 - e. **Profit**
 - f. **Audit information** on current or previous Federal-aid projects, performed by the consultant, shall also be included. If an audit is not available, the consultant may accomplish this requirement by employing the service of a private auditor to certify the consultant accounting system satisfied Federal and State requirements.
2. **Total Price Proposed for Project:** All proposals must be submitted on a not-to-exceed cost basis.

Administrative Proposals

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. Statement of Exceptions: See Section 1.8 for clarification.
3. Signed Signature Page: See page 20 of this solicitation.
4. Executed Insurance Checklist: See page 21 of this solicitation.
5. References: See page 22 of this solicitation.
6. The selected consultant must have an approved Equal Employment Opportunity Plan on file with Genesee County before a contract can be executed.

SECTION 13 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria listed in order of importance.

The Review Committee will evaluate the detailed proposals and select the top rated consultant within a two week time period. The tentative contract will then be submitted to the Michigan Department of Transportation for approval and authorization to proceed.

The following factors, listed in order of importance, will be considered in determining the successful offer:

- Capability of the Proposer - This criterion includes the ability of the consultant to meet the terms of the RFP. Emphasis will be placed on the comprehensiveness of the consultant's approach to the project as presented in the Statement of the Project and Work Plan. Consideration will be given to the performance of the work within reasonable time limits.
- Proposer's Prior Experience - This refers to the nature and extent of the proposer's prior experience with similar projects, including years that the firm, organization, or individual has been in business. Special preference may be given to firms, organizations, or individuals with experience in regions with economic and social conditions similar to the Genesee County region.
- References - A list of at least three (3) references must be included with complete company / organization name, address, phone number, email address, and a contact person. The references must be knowledgeable of the proposer's performance on projects similar in nature and scope to those contained in this RFP.

- Professional Personnel - This criterion refers to the competence of the professional personnel who would be assigned to the job by the proposer. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to the one described in this RFP. Emphasis will also be placed upon the qualification of the project manager and the amount of dedicated management planned for this project by the consultant.
- Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered.

Once the ranking process is complete, the Evaluation Committee will review and recommend to the Genesee County Parks and Recreation Commission contract award to the apparent successful proposer.

SIGNATURE PAGE
GENESEE COUNTY RFP #14-029

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Name (Printed): _____

Signature: _____

Title: _____

Company: _____

Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME	POSITION	E-MAIL
--------------	----------	--------

MAILING ADDRESS	PHONE	FAX
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GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title CONSTRUCTION ENGINEERING SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATION COMMISSION

Proposal Number 14-029

<u>Coverages Required</u>	<u>Limits (Figures denote minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease
<input checked="" type="checkbox"/> 3. General Liability	\$500,000 policy limit, disease Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with Prospective Contractor named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent _____

Signature _____

PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Proposer _____

Signature _____

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISIED 04/08/2010

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

CONTRACT FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **[State] [Entity Type]**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # _____ issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the "Initial Term").

2.2 Extension Terms

None.

3. Purpose

This Contract is entered into for the purpose of providing, to the satisfaction of the Commission, full time on-site construction observation, fully completed construction paperwork, construction staking, construction management, inspection and testing services necessary to accomplish the work described herein. All reporting, measurement, computation, and documentation requirements referenced in the Specifications, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and procedures manuals associated with this project.

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

Select only one of the four Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee) and delete this sentence and the other Compensation Options:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ [REDACTED]. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$ [REDACTED]. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit D (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 5.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 5.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 5.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Flat Fee. The Contractor shall be paid a flat fee of \$ [REDACTED] for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

6. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

8. Reporting Requirements

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the

duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

19. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

19.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

20. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

21. General Provisions

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – The Contractor’s Budget

21.1.5. Exhibit D – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.

- E. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Genesee County Road Commission; the Project-specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. That all work under this Agreement will be performed in compliance with the contract documents and the standard practices of the Michigan Department of Transportation and the Genesee County Road Commission. Sampling frequencies for inspection and testing will be as prescribed by the Specifications, Proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals.
- B. The Consultant or their Sub-consultant will provide the necessary personnel to adequately perform the requirements of this Agreement, and that these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.
- C. The Consultant or their Sub-consultant shall furnish all necessary inspection, testing, and staking equipment needed to carry out the inspection, testing and staking services.
- D. The Consultant shall furnish all necessary inspection services needed to assure contract compliance with Traffic Control, Soil Sedimentation and Erosion Control and other miscellaneous contract work as described as a pay item.
- E. That acceptance samples, tests, and reporting procedures will conform to the Specifications, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Genesee County Road Commission.
- F. The Consultant will immediately bring to the attention of the Project Supervisor any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Consultant. The Consultant will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.

- G. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the following:
1. Inspector's Daily Reports
 2. Work Orders
 3. Construction Item and Tested Material Records Using Field Manager
 4. Reports Associated with the Contractor's Certified Payrolls and Applications of the Davis-Bacon Provisions [Wage Rate Interviews, etc.]
 5. Force Accounts
 6. Extension of Time and Liquidated Damages
 7. Contractor Evaluation (Form 1182)
 8. Project Certification Acceptance (Form 1120)
 9. Final Marked As-Constructed Plans
 10. Other records and/or reports as required for the individual Project and as required by Specification, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals to complete the Project and its paper audit.
- H. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the Specifications, Plans, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
- I. The Consultant shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.

EXHIBIT B
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

If none, write NONE.

EXHIBIT C
Contractor's Projected Budget
Date to Date

If this is not a budget reimbursement contract, delete this Exhibit.

EXHIBIT D
Insurance Checklist

Proposal Title CONSTRUCTION ENGINEERING SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATION COMMISSION

Proposal Number 14-029

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	