



**Nerahoo Hemraj**  
**Controller**

**GENESEE COUNTY PURCHASING**  
**A Division of the Genesee County Controller's Office**  
COUNTY ADMINISTRATION BLDG  
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August 3, 2017

**GENESEE COUNTY REQUEST FOR PROPOSALS #17-118**

Sealed proposals will be received until **2:00 p.m. (EDT), Thursday, August 24, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT**.

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 or at the website [www.gc4me.com](http://www.gc4me.com).

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: 2:00 p.m. (EDT), Thursday, August 24, 2017**  
**PROPOSAL REQUEST NUMBER: #17-118**

*Cindy Carnes*  
CINDY CARNES, PURCHASING MANAGER

bid2\2017\17-118  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**  
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# RFP #17-118 ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EDT), Thursday, August 24, 2017**, 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. Proposals may be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303717B0012040. 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.
  - a. 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 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number 17-118 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](https://www.mitn.info/Registration.asp?ID=2340) (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](https://www.mitn.info/Registration.asp?ID=2340) 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. **Proposal Format:** Proposals must be submitted in the format outlined in Section 7 **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

## SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

## SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide Surveying & Engineering Services for a **ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT** in Flint, MI.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Board of Commissioners (BOC). 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](mailto: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, August 17, 2016 by 11:00 a.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.
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. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. 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.
6. **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.
7. **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 Monday, August 21 by 11:00 a.m. (ET), to the Genesee County Purchasing Department as listed above.

8. **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.
9. **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.
10. **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.

## **SECTION 4 - QUALIFICATIONS OF PROPOSERS**

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the 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 unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

1. The Project Manager for this contract shall be a licensed State of Michigan Professional Engineer. Survey work must be performed by a licensed State of Michigan Land Surveyor.
2. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.

## **SECTION 5 - SCOPE OF WORK**

Proposals are being solicited only from responsible and established firms known to be experienced and regularly engaged in the work of Architecture, Engineering and Surveying. The successful proposer(s) shall be responsible for performing the work in compliance with all relevant federal, state and local laws.

### **1. DESCRIPTION**

The existing McCree Building Parking Structure located in downtown Flint between Beach & Church and 2nd & 3rd Streets is being removed and a new surface lot for employee parking is to be designed and constructed. The new lot will provide approximately 310 spaces. Improvements will include, but not limited to, replacement of approaches, asphalt (or concrete) paving with parking striping, upgrading or new construction of underground storm drainage system with catch basins and surface water drainage, signage, landscaping, decorative aluminum fencing, control gate operators, overhead lighting, and new electrical service from the existing building. An adequate number of soil borings shall be taken by the Contractor (or their subcontractor) to determine the type of foundations required. Soil investigations, preparation of soil's report and all related work shall be included in the proposal.

The existing employee lot will remain after the parking structure demolition. This existing lot must be taken into consideration in the new parking lot design. Determination is to be made for the lot to remain and be reconditioned, or removed and the entire project finished with a new surface lot.

### **2. PROFESSIONAL ENGINEERING SERVICES**

Contractor shall perform all necessary surveying, engineering design, final engineering, preparation of specifications, drawings for construction, budgeting, bidding documents, securing site plan and construction plan approvals, bidding assistance, and construction administration services.

Documents to include, but not limited to, location map, all specifications for paving and grading, soils and aggregates for earthwork, underground storm drainage and surface water drainage, lighting and electrical service, asphaltic concrete paving, concrete curbs, gutter and sidewalks (where replacement is required), and pavement marking. Budget documentation for asphalt and concrete paving, this documentation is to include costs for each type of paving for initial installation and anticipated cost of maintenance for an expected 30 years of use.

Contractor shall visit the site and become familiar with the project before submitting a proposal.

All cost arising from the field survey(s), investigations, presentations and meetings/conferences with the county, and documentation of same, shall be included in the Cost Proposal.

**Design Phase:**

The successful contractor shall perform fieldwork and provide a survey in sufficient scope to accomplish the project, prepare budget, complete construction contract documents and submit them for review and acceptance by the County and any other review agencies. The construction plans shall be prepared in AutoCAD for reproduction and all drawings shall conform to standard State practices. Construction plans shall be accompanied by supplementary specifications prepared in Microsoft Word.

Plans and design calculations shall be submitted for review/comments by the County, prior to final submission. After incorporating the review comments in the plans, a final submittal shall be made. An electronic version of the plans and specifications, as well as the final submission documents (PDF with signatures) shall be provided to the County upon completion.

**Completion Date:**

County staff will work with contractor on acceptable completion date of parking construction documents. It is preferred that documentation be complete by October 1, 2017

**Bidding and Construction Services:**

During this phase, as required by the county, the contractor will perform the following:

1. Provide bidding documents and clarifications during the bidding period
2. Review working drawings
3. Attend a preconstruction meeting
4. Make occasional visits to the project site

**Payment:**

Progress of work and invoices shall be furnished to the County. Payment after completion of final plans, shall be limited to 90% of the agreed cost. The remaining 10% shall be paid after substantial completion of all construction work if the contractor is providing construction administration services.



## SECTION 6 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for the project as referenced in Section 5. Scope of Work.

The following criteria will be used in the evaluation of submitted proposals:

### Points

30	Work Plan and Statement of the Project
25	Cost (overall cost; inclusion of additional services; hourly rate of personnel; additional costs)
15	Personnel (experience and qualifications)
10	Capability (firm experience with municipalities and similar projects)
10	Relevance & Significance of submitted additional information, ideas and innovative
5	Completeness of response
5	Financial Stability
100	<b>Total</b>

## SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

### Administrative Proposals

1. **Work Plan and Statement of the Project:** Describe in narrative form your 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.
2. **Labor Requirements, Staff Qualifications & Experience:** The contractor must be able to provide an appropriate, experienced and knowledgeable team. A resume or summary of qualifications, work experience, education, licenses, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who shall be involved with any aspects of the contract. Firm's experience with governmental agencies and extent of firm's experience in this type of project.
3. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers. Cost

effective innovative and ingenious ideas that can translate into a better design, or savings to the County, are rewarded in the selection process.

4. Subcontractors, the contract with the county specifically states: No Assignment. The Contractor may not assign or subcontract this Agreement without the express written consent of the County. This requires that all anticipated subcontractors be listed in the proposal and meet the same requirements stated for the Contractor.
5. Include the following submittals:
  - a. 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.
  - b. A list of all anticipated permits for the proposed project.
  - c. List of anticipate plans that will be provided.
  - d. Statement of Exceptions: See Section 1.7 for clarification.
  - e. Signed Signature Page: See page 12 of this solicitation.
  - f. Executed Insurance Checklist: See page 13 of this solicitation.
  - g. References: See page 14 of this solicitation. 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. 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.

## Cost Proposals

1. Cost and Price Analysis: The information requested in this section is required to support the reasonableness of each proposal and be the basis for payment as phases are completed. Use the format below for each phase to provide cost detail and complete the Cost Proposal Summary. Subcontractor costs must be identified within the cost proposal.
  - a. Professional Engineering Services Cost
    - i. Labor Costs: Price should be quoted per hour of work provided or phase of project. Itemize so as to show the following for each member of the project team:
      1. Name and title, classification
      2. Estimated hours
      3. Rate per hour
      4. Total cost for each member and for all labor needs
    - ii. Cost of Supplies and Materials
    - iii. Other direct costs (permits/fees)
    - iv. Overhead

- v. Profit
- b. Design Phase Cost
  - i. Labor Costs: Price should be quoted per hour of work provided or phase of project. Itemize so as to show the following for each member of the project team:
    - 1. Name and title, classification
    - 2. Estimated hours
    - 3. Rate per hour
    - 4. Total cost for each member and for all labor needs
  - ii. Cost of Supplies and Materials
  - iii. Other direct costs (permits/fees)
  - iv. Overhead
  - v. Profit
  - vi.
- c. Bidding and Construction Services Cost
  - i. Labor Costs: Price should be quoted per hour of work provided or phase of project. Itemize so as to show the following for each member of the project team:
    - 1. Name and title, classification
    - 2. Estimated hours
    - 3. Rate per hour
    - 4. Total cost for each member and for all labor needs
  - ii. Cost of Supplies and Materials
  - iii. Other direct costs (permits/fees)
  - iv. Overhead
  - v. Profit

2. Most Recent Financial Audit or audited Financial Statements

## **COST PROPOSAL SUMMARY**

Phase	Total Cost
Professional Engineering Services Cost	\$ _____
Design Phase Cost	\$ _____
Bidding and Construction Services	\$ _____

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #17-118**  
**ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT**

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:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX

## GENESEE COUNTY INSURANCE CHECKLIST

**Proposal Title** ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT  
**Proposal Number** 17-118

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
<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. REVISED 04/08/2010

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

1. **Company** Phone Number

---

Contact Name and Position E-mail Address

---

Address of project

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

---

2. **Company** Phone Number

---

Contact Name and Position E-mail Address

---

Address of project

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

---

3. **Company** Phone Number

---

Contact Name and Position E-mail Address

---

Address of project

---

Type of Work/ Project \$  
Dollar Amount of the Project

---

Project Description

## **ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT 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**

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**

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

### **3. Scope of Work**

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

### **4. Compensation**

*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 \$ \_\_\_\_\_. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 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.

4.2 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.

4.3 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.

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

6. **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.

7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 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.

8. **Suspension of Work**

8.1 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.



## 8.2 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.

## 9. Termination

### 9.1 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.

### 9.2 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.

### 9.3 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.

#### 9.4 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.

### 10. 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.

### 11. Freedom of Information Act

This Contract and all attachments, as well as any 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".

### 12. 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.

### 13. Audit Rights

#### 13.1 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.

### 13.2 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.

### 13.3 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.

### 13.4 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.

## 14. Identity Theft Prevention

14.1 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.

14.2 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.

## 15. 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 B and keep such insurance coverage in force throughout the life of this Contract.

### 15.1 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.

#### 15.2 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.

### 16. Independent Contractor

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

### 17. General Provisions

#### 17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – The Contractor's Budget

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.

#### 17.2 No Assignment

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

### 17.3 Modification

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

### 17.4 Binding Effect

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

### 17.5 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.

### 17.6 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.

### 17.7 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.

### 17.8 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.

### 17.9 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: \_\_\_\_\_

Mark Young, Chairperson

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A  
Description of the Services

The existing McCree Building Parking Structure located in downtown Flint between Beach & Church and 2nd & 3rd Streets is being removed and a new surface lot for employee parking is to be designed and constructed. The new lot will provide approximately 310 spaces. Improvements will include, but not limited to, replacement of approaches, asphalt (or concrete) paving with parking striping, upgrading or new construction of underground storm drainage system with catch basins and surface water drainage, signage, landscaping, decorative aluminum fencing, control gate operators, overhead lighting, and new electrical service from the existing building. An adequate number of soil borings shall be taken by the Contractor (or their subcontractor) to determine the type of foundations required. Soil investigations, preparation of soil's report and all related work shall be included in the proposal.

The existing employee lot will remain after the parking structure demolition. This existing lot must be taken into consideration in the new parking lot design. Determination is to be made for the lot to remain and be reconditioned, or removed and the entire project finished with a new surface lot.

Contractor shall perform all necessary surveying, engineering design, final engineering, preparation of specifications, drawings for construction, budgeting, bidding documents, securing site plan and construction plan approvals, bidding assistance, and construction administration services.

Documents to include, but not limited to, location map, all specifications for paving and grading, soils and aggregates for earthwork, underground storm drainage and surface water drainage, lighting and electrical service, asphaltic concrete paving, concrete curbs, gutter and sidewalks (where replacement is required), and pavement marking. Budget documentation for asphalt and concrete paving, this documentation is to include costs for each type of paving for initial installation and anticipated cost of maintenance for an expected 30 years of use.

EXHIBIT B  
Insurance Checklist

**Proposal Title ENGINEERING DESIGN SERVICES FOR SURFACE PARKING LOT**  
**Proposal Number 17-118**

<b>Coverages Required</b>	<b>Limits (Figures denote minimums)</b>
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 7. The certificate must state Proposer number and title	
<u>X</u> 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.	



EXHIBIT C  
Contractor's Projected Budget  
[Date] to [Date]

<u>Phase</u>	<u>Total Cost</u>
Professional Engineering Services Cost	\$ _____
Design Phase Cost	\$ _____
Bidding and Construction Services	\$ _____