



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030

www.gc4me.com

March 1, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS #18-133

Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, March 21, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **COMPREHENSIVE FACILITY CONDITION ASSESSMENT**.

A **Walk-through Inspection** will be held on **Wednesday, March 7, 2018** attendance at the walk-through review is optional and the only time the mechanical space will be available for viewing. The meeting will commence on the third floor with a short review of the RFP and then to the mechanical penthouse.

- **1101 Beach Street, Flint, MI 48502, Room 301** **9:00 a.m.**

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.

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: 3:00 p.m. (EDT), Wednesday, March 21, 2018

PROPOSAL REQUEST NUMBER: #18-133

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2016\18-133

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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RFP #18-133 COMPREHENSIVE FACILITY CONDITION ASSESSMENT

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, March 21, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., 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 not be submitted at the MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the COMPREHENSIVE FACILITY CONDITION ASSESSMENT can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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.
4. 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.
5. 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.

6. 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.
7. 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.

8. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.
9. Subcontracts: All applicable business organization(s), branch office(s) or other subordinate element that will perform or assist in performing the work, must be included in the proposal. Any entity not included in the proposal shall require the Contractor to obtain prior written approval from Genesee County for any subcontract with parties other than the Contractor for performance of work under this Agreement. A condition of granting such approval is that the subcontractors must agree to all conditions and provisions of this Agreement. The contractor shall remain primarily responsible for the performance of all subcontractors.

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 a comprehensive forensic building evaluation (architectural, structural, mechanical, electrical, plumbing and water intrusion), corrective recommendations; as well as budget estimates for all

recommended corrective recommendations (herein after referred to as the "Work") for the County Administration Building, located at 1101 Beach St., Flint, MI 48502 for the Board of County Commissioners.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Board of County Commissioners. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, 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 **March, 9, 2018 12:00 p.m.** to the Genesee County Purchasing Department as listed above. Questions may be submitted prior to the site visit. 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 6, 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 March, 9, 2018 12:00 p.m., 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.

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.

The following requirements are necessary for consideration of contract award:

A) Minimum of three years of experience in the following disciplines:

- a. Building forensics
- b. Structural engineering
- c. Mechanical engineering
- d. Waterproofing
- e. Roofing
- f. Exterior façade, including glazing
- g. Estimating

B) Experience with similar types of buildings

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

SECTION 5 - SCOPE OF WORK

1. BACKGROUND

Genesee County is soliciting proposals from qualified firms and partnering firms to perform a comprehensive facility condition assessment that will provide corrective recommendations as well as budget estimates for the corrective recommendations.

The Administration Building was constructed in 1968, and is an 115,000 sf, four-level building containing about 26,000 square feet on each level, plus a Mechanical Penthouse. Many of the building components and systems are original. The building is

functionally obsolete in a number of areas. Serving citizens is a problem during tax season, as the narrow hallways create significant crowding issues. Many of the departmental adjacencies are deficient. There are separation issues between staff and the public.

The County performed an Asbestos Survey in 2011 Attachment A. Asbestos Containing Materials have been found to be present in the original spray-on fireproofing, in the demountable partitions and in the VAT flooring. The County has also recently conducted an analysis of the existing parking deck Attachment B. Both the Asbestos Survey and the parking deck evaluation are available at the Genesee County Purchasing Department website.

2. OBJECTIVE

With the planned move of the “Friend of the Court” to the McCree Building, the remaining staff occupying the building will be reduced significantly. A preliminary Space Needs Assessment indicates that significantly less space will be required for the remaining departments. The County Board of Commissioners will evaluate the costs to update the existing Government Center Building as part of its analysis to determine the feasibility of updating and reconfiguring the existing facility, versus the option of building a new, smaller Government Center.

3. PRELIMINARY SCOPE OF WORK

- A. Perform a comprehensive facility condition assessment with respect to current building codes, safety requirements, ADA accessibility and fire codes
- B. Provide corrective recommendations for identified deficiencies
- C. Provide budget estimates for all recommended corrective work

4. DELIVERABLES

The deliverables shall include an electronic and hard copy report with findings and deficiencies (including items that are out of compliance with building codes), photographs to document existing conditions, and cost estimates.

A. Report to include:

- a. Building Overview/Executive Summary
- b. Current Conditions
- c. Identified Deficiencies
- d. Corrective Actions Required
- e. Cost Estimates for Corrective Actions
- f. Photographs to Document Current Conditions

B. The Assessment is to include, but not be limited to: the building, building components, systems and systems components as described below. Non-destructive inspection methods shall be used except in those instances where a consultant recommends otherwise and the County approves in advance.

- a. Building Envelope, to include the condition of the outer shell of the building including walls, doors and windows. Include assessment of the roof.
- b. Structural integrity, including walls and foundation.
- c. Interior walls, ceilings and flooring.

- d. Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
 - e. Electrical systems, both interior and exterior, including distribution and lighting.
 - f. Plumbing systems, both interior and exterior.
 - g. Elevator systems.
 - h. Life Safety.
 - i. Security.
 - j. Americans with Disabilities Act (ADA) Accessibility.
 - k. Preventative maintenance.
 - l. Replacement of outdated systems
 - m. Provide recommendations for additional lead/asbestos abatement
 - n. Site conditions including sidewalks, stairs, retaining walls, fencing, signs and landscape. The existing parking deck is excluded from this analysis.
- C. The condition of building structures and components evaluated are to be broken down into one of the following descriptions pertaining to life expectancy:
- a. Poor - Requiring action immediately or within 12 months;
 - b. Fair - Serviceable, but showing age and wear, and will require maintenance, repair or replacement during the next 1 to 5 years;
 - c. Good - No major signs of age or wear, may need replacement during the long term of 5 to 15 years; or
 - d. Excellent - New or like new life expectancy to be not less than 15 years.
- D. Cost Estimates for Corrective Actions are to be segregated into immediate costs and short term costs:
- a. Immediate costs are defined as opinions of Costs that require immediate action as a result of any of the following: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that if left uncorrected, have the potential to result in or contribute to critical element or system failure within one year or will result most probably in a significant escalation of its remedial cost.
 - b. Short terms costs are opinions of Costs to remedy physical deficiencies, such as deferred maintenance, that may not warrant immediate attention, but require repairs or replacements that should be undertaken on a priority basis in addition to routine preventive maintenance. Such opinions of costs may include costs for testing, exploratory probing, and further analysis should this be deemed warranted by the consultant. Generally, the time frame for such repairs is within one to two years.
 - c. Provide a cost projection to abate asbestos identified in the previously completed asbestos study if the building were to undergo a major renovation.
 - d. Provide a cost projection for demolition of the existing Administration Building. This cost projection should provide a separate estimate cost for: the cost for asbestos removal as a part of the demolition.

SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

Application Submittal: A complete package must be submitted in order to be considered and must include two hard copies and a PDF of the entire submittal package on a thumb drive or CD. Incomplete or late submittals will not be accepted.

1. Submittal packages must include the following:
 - a. Cover Letter – a cover letter highlighting the qualifications as they relate to this project, also include 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. Relevant Projects – descriptions of relevant building evaluations and the services provided by the firm or partnering firms. Include how evaluations were performed, how deficiencies were identified, types of recommendations made and cost calculations.
 - c. Resumes – resumes of no more than one page each for each member of the project team. The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
 - d. References – at least three current references including complete contact information from those who have personal knowledge of the applicant's ability to successfully complete this type of assignment, see page 14
 - e. Estimated Project Schedule – provide details regarding your approach and the time estimate to complete the Facilities Condition Assessment
 - f. Statement of the Project: State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.
 - g. 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.

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

1. Statement of Exceptions: See Section 1.6 for clarification.
2. Signed Signature Page: See page 12 of this solicitation.
3. Executed Insurance Checklist: See page 13 of this solicitation.
4. 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. 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.

Cost Proposals

- a. Cost and Price Proposal: a detailed cost proposal to complete the tasks identified in this RFP. Identify estimated hours with normal billing rates for each team member by discipline. Provide a not-to-exceed fee for the entire study. **This portion of the proposal must be bound and sealed separately** from the remainder of the proposal, electronic file must be a separate file from the proposal.

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

1. Selection Process: Proposals will be evaluated and ranked by County staff. The County will assess the submitting firm's qualifications, experience and strength of the proposer in terms of resources and the ability to perform the work. If deemed necessary, proposers receiving the highest ranking may be invited for an interview. The County may, at its discretion, request that a proposer modify or supplement their submission with additional information.

2. The County intends to identify a Comprehensive Building Evaluation firm and then enter into an agreement for these comprehensive building evaluation services. The agreement will be based on the County's standard Professional Consulting Services Agreement and reflect the terms and conditions of the proposal plus the County's standard liability and insurance requirements. The County reserves the right to clarify any issues or obtain additional information, as necessary.

3. Evaluation Criteria: Proposals will be evaluated based upon, the following criteria:

- Responsiveness of proposal pass/fail
- The firm's experience in preparing facility condition assessment reports 20 points
- The firm's experience in forensic building analysis and similar type buildings 20 points
- Proposer capable to provide corrective recommendations for identified deficiencies and a budget estimates for all recommended corrective work 20 points
- The qualifications of the firm's proposed team including Relevant licenses (i.e. a Michigan State Contractor's license and/or a licensed architect or professional engineering license issued by the State of Michigan) 10 points
- The firm's references 10 points
- Cost for services 20 points will be award points by this formula $(1 - (\text{Proposers price} - \text{Lowest Price}) / \text{Low Price}) * \text{available points}$.

If, at any point, the first-ranked firm declines to proceed, the County may, at its own discretion, enter into an agreement with the second-ranked firm, and so on.

SIGNATURE PAGE
GENESEE COUNTY RFP #18-133
COMPREHENSIVE FACILITY CONDITION ASSESSMENT

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 COMPREHENSIVE FACILITY CONDITION ASSESSMENT

Proposal Number 18-133

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. Professional liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate Including errors and omissions
<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. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	

Insurance Agent's Statement

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

_____ The above policies carry the following deductibles:

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

Insurance Agent

Signature

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	

COMPREHENSIVE FACILITY CONDITION ASSESSMENT 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").

3. Scope of Work

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

4. Compensation

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 \$ _____. 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.

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 **Josh Freeman** (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, defend 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, defend 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

5. PRELIMINARY SCOPE OF WORK

- D. Perform a comprehensive facility condition assessment with respect to current building codes, safety requirements, ADA accessibility and fire codes
- E. Provide corrective recommendations for identified deficiencies
- F. Provide budget estimates for all recommended corrective work

6. DELIVERABLES

The deliverables shall include an electronic and hard copy report with findings and deficiencies (including items that are out of compliance with building codes), photographs to document existing conditions, and cost estimates.

E. Report to include:

- g. Building Overview/Executive Summary
 - h. Current Conditions
 - i. Identified Deficiencies
 - j. Corrective Actions Required
 - k. Cost Estimates for Corrective Actions
 - l. Photographs to Document Current Conditions
- F. The Assessment is to include, but not be limited to: the building, building components, systems and systems components as described below. Non-destructive inspection methods shall be used except in those instances where a consultant recommends otherwise and the County approves in advance.
- o. Building Envelope, to include the condition of the outer shell of the building including walls, doors and windows. Include assessment of the roof.
 - p. Structural integrity, including walls and foundation.
 - q. Interior walls, ceilings and flooring.
 - r. Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
 - s. Electrical systems, both interior and exterior, including distribution and lighting.
 - t. Plumbing systems, both interior and exterior.
 - u. Elevator systems.
 - v. Life Safety.
 - w. Security.
 - x. Americans with Disabilities Act (ADA) Accessibility.
 - y. Preventative maintenance.
 - z. Replacement of outdated systems
 - aa. Provide recommendations for additional lead/asbestos abatement
 - bb. Site conditions including sidewalks, stairs, retaining walls, fencing, signs and landscape. The existing parking deck is excluded from this analysis.
- G. The condition of building structures and components evaluated are to be broken down into one of the following descriptions pertaining to life expectancy:
- e. Poor - Requiring action immediately or within 12 months;

- f. Fair - Serviceable, but showing age and wear, and will require maintenance, repair or replacement during the next 1 to 5 years;
 - g. Good - No major signs of age or wear, may need replacement during the long term of 5 to 15 years; or
 - h. Excellent - New or like new life expectancy to be not less than 15 years.
- H. Cost Estimates for Corrective Actions are to be segregated into immediate costs and short term costs:
- e. Immediate costs are defined as opinions of Costs that require immediate action as a result of any of the following: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that if left uncorrected, have the potential to result in or contribute to critical element or system failure within one year or will result most probably in a significant escalation of its remedial cost.
 - f. Short terms costs are opinions of Costs to remedy physical deficiencies, such as deferred maintenance, that may not warrant immediate attention, but require repairs or replacements that should be undertaken on a priority basis in addition to routine preventive maintenance. Such opinions of costs may include costs for testing, exploratory probing, and further analysis should this be deemed warranted by the consultant. Generally, the time frame for such repairs is within one to two years.
 - g. Provide a cost projection to abate asbestos identified in the previously completed asbestos study if the building were to undergo a major renovation.
 - h. Provide a cost projection for demolition of the existing Administration Building. This cost projection should provide a separate estimate cost for: the cost for asbestos removal as a part of the demolition.

EXHIBIT B
Insurance Checklist

Proposal Title COMPREHENSIVE FACILITY CONDITION ASSESSMENT

Proposal Number 18-133

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.	Professional liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate Including errors and omissions
<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.	<u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	