



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

April 24, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-182

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 30, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for the **PURCHASE OF A REFURBISHED, NARROW GAUGE, GENERAL ELECTRIC DIESEL ELECTRIC LOCOMOTIVE REPLACEMENT FOR THE GENESEE COUNTY PARKS AND RECREATION COMMISSION**, for Huckleberry Railroad.

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: 3:00 p.m. (EDT), Thursday, May 30, 2019

Questions & Inquiries Due: 3:00 p.m. (EDT), Thursday May 16, 2019

PROPOSAL REQUEST NUMBER: #19-182

Noel Roan

Ms. Noel Roan, Purchasing Manager

bid2\2019\19-182

Attachments

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RFP #19-182 DIESEL ELECTRIC LOCOMOTIVE REPLACEMENT

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **Thursday, May 30, 2019**, 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 RFP 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.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can produce and sell a refurbished, narrow gauge diesel electric locomotive replacement to the Genesee County Parks and Recreation Commission ("GCPRC" or "Commission").
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission ("GCPRC"). The contact person is Mrs. Noel Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and nroan@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, May 16, 2019** 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 7, **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 **Thursday, May 16, 2019** 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. **Bonds**
 - *Performance Bond.* The Contractor must provide a performance bond insuring the Contractor's performance of this Agreement.
 - *Payment Bond.* The Contractor must provide a payment bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.

The Performance and Payment Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement. All bonds and Power of Attorney must be certified originals. The County reserves the right to reject any surety proposed by the Contractor if the County, in its sole discretion, determines that the surety proposed by the Contractor is unable to provide adequate protection for the County.

SECTION 4 - 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.

A proposer must have the capability, qualifications and the necessary experience to provide services of a character similar to that required in this solicitation.

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 (Technical portion of proposal).
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 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.
4. 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.
5. 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.

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 – SCOPE OF SERVICES

PROJECT DESCRIPTION/SUPERVISOR DESIGNATION

The Contractor agrees to provide, to the satisfaction of the Commission, a Federal Railroad Administration (FRA) compliant, qualified and reconditioned General Electric center-cab 45/50 ton, three foot narrow gauge, diesel electric locomotive following the specifications provided in ATTACHMENT A.

The Scope of Services is for use on the following Project and will become a part of the County's Standard Proposed Contract for the following Project once awarded:

Project: HUCKLEBERRY RAILROAD–DIESEL ELECTRIC LOCOMOTIVE REPLACEMENT.

Project's Location: Huckleberry Railroad – 6160 Bray Road, Flint, MI 48505

Project's Type of Work: Purchase of reconditioned General Electric, narrow gauge, diesel electric locomotive

Vendor to supply a schedule or timeline of work necessary to complete the project.

Project Supervisor: Ronald Walker
5045 Stanley Road
Flint, Michigan 48506
(810) 736-7100 ext. 810

BACKGROUND

The Genesee County Parks and Recreation Commission owns The Huckleberry Railroad. Engine #7 is Huckleberry Railroad's 1952 General Electric diesel/electric locomotive. Genesee County Parks acquired #7 in 1991 with all components appearing to be original. Engine #7 acts as a critical backup to our railroad operation when issues arise with steam locomotives #464/#152. Without a diesel/electric backup, any problem with a steam locomotive would force a cancellation of all remaining trips on any given day. In addition, #7 serves as a rescue locomotive should a problem occur with a steam locomotive on the main line with a loaded passenger train. This project is for the purchase of a reconditioned replacement and trade in for #7.

GENERAL

1. The Scope of Services consists of performing to the satisfaction of the Commission as follows:
 - a. the preparation of design plans
 - b. specifications
 - c. special provisions
 - d. all bid documents necessary for this project to be advertised for bids to the satisfaction of Federal Railroad Association (FRA) compliance.
2. The Contractor's principal contact with the Commission shall be through the designated Project Supervisor.
3. At the request of the Commission, the Contractor, 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 Contractor upon which to proceed with further Services.
4. The Contractor agrees to demonstrate knowledge and performance in compliance with the standard practices of the Federal Railroad Association (FRA), 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 CONTRACTOR

1. That the purchase is in compliance with the contract documents and the standard practices of the Federal Railroad Administration (FRA).
2. The Contractor or their Sub-Contractor will provide the necessary personnel to adequately perform the requirements, and these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.

3. The Contractor or their Sub-Contractor shall furnish all necessary inspection and testing equipment needed to carry out the inspection and testing services.
4. The Contractor shall furnish all necessary inspection services needed to assure contract compliance with Genesee County and the FRA.
5. The Contractor 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 Contractor. The Contractor will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.
6. The Contractor shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.

CONTRACTOR CLAIMS PROCEDURE

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

1. **Notice of Claim.** All notices of intent to file a claim for extra compensation shall be signed by the Contractor. If the Contractor intends to seek extra compensation for any reason not specifically covered elsewhere in the agreement, the time requirements for notification shall be as follows:
2. The Contractor shall notify the Project Supervisor in writing before beginning the work the Contractor intends to base a claim.
 - a. Failure of the Contractor 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.
3. **Keeping Records.** If a Contractor files a Notice of Intent to File a Claim, the Contractor 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 Contractor and Project Supervisor shall compare records and bring them into agreement at the end of the disputed work.
4. **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 Contractor or the keeping of the cost records by the Project Supervisor.
5. **Timing for Filing of Claim.** A Contractor shall file with the Project Supervisor every claim for extra compensation within the following time frames (whichever comes first):
 - a. No later than 60 days after the work involved is completed, or
 - b. No later than 30 days after the Agreement work is completed.

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

6. **Content of the Claim.** The Contractor's claim shall include:
 - a. All facts which gave rise to the claim;
 - b. A copy of the specific provisions of the contract which support the claim; and

- c. The dollar amount of the claim with an explanation of how the amount was calculated.

The Project Supervisor will review timely filed claims.

CONTRACTOR PAYMENT

1. Partial payments will be made upon the submission by the Contractor 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.
2. 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.

SERVICES TO BE PERFORMED BY THE COMMISSION

1. The Project Supervisor shall furnish to the Contractor all Project-specific construction contracts, proposals, and plans as deemed necessary by the Project Supervisor for the Services required herein.
2. 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 Contractor for Services rendered is reasonable and appropriate before approving the Contractor's requests for progress payments.

SECTION 6 - INSURANCE

1. All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.
2. 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.
3. Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.
4. Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.
5. 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 indemnify 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.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (7)**
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
4. Schedule/timeline of work to be performed
5. Signed Signature Page with an Original Signature
6. Executed Insurance Checklist
7. Completed References Page
8. Statement of all Exceptions to any Terms, Conditions and Specifications, as desired
9. Proposed Alternate Payment Schedule, if desired
10. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.

Technical Proposal:

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. **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. Additionally, 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.

3. **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.
4. **Labor Requirements, Staff Qualifications & Experience:** The Contractor 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.
5. **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.
6. **Make/model and manufacturer specifications** of the refurbished locomotive.
7. **Additional information** (optional): Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
8. **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. Reimbursable: 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
 2. Lump sum price for the locomotive
 3. Lump sum Price trade in
 4. Alternate bids for a refurbished locomotive "Equal to or Better" than specified will be accepted. Alternates must have specifications included to compare.
 5. All proposals must be submitted on a not-to-exceed cost basis.

SECTION 8 - EVALUATION & SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct

detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 9 – EVALUATION CRITERIA

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.

The Review Committee will evaluate the detailed proposals and select the top rated Contractor within a two week time period.

The following factors, will be considered in determining the successful offer:

- Capability of the Proposer - This criterion includes the ability of the Contractor to meet the terms of the RFP. Emphasis will be placed on the comprehensiveness of the Contractor'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. **10 points**
- 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. Prior experience with Genesee County projects will be considered. **10 points**
- 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. Only the references of those firms determined to be reasonably susceptible of being selected for award will be contacted. **10 points**.
- 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 Contractor. **10 points**

- 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. **10 points**

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 19-182 RFP Locomotive Replacement

Coverage Required Limits (Figures Denotes 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 Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI

8 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.

9. Other insurance required: Per Project Aggregate Limit Endorsement on the General Liability with following form on the Umbrella Liability/Excess Coverage.

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

Insurance Agent's Statement

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

_____ The above required 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.

Contractor

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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES #19-182

1. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
2. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
3. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	

ATTACHMENT A – Specs

HUCKLEBERRY RAILROAD – LOCOMOTIVE REPLACEMENT SPECIFICATIONS/SCOPE OF WORK

ITEM: One qualified and reconditioned 3-foot narrow gauge, General Electric (GE) diesel electric locomotive.

SPECIFICATIONS:

CAR BODY

a. DISASSEMBLY

- i. Frame/cab assembly be placed on two shop trucks for reconditioning and rebuild.
- ii. Engine hoods must be removed from the frame deck for access
- iii. Remove from cab: windows, interior walls, wood floor, seats, air brake equipment, windshield wiper motors, control stand, air system piping

b. RECONDITIONING

- i. All paint removed from interior and exterior of cab
- ii. Inspection of cab steel exterior walls and interior steel structural supports. Defects must be repaired.
- iii. Inspection of steel supports for wood floor, interior cab walls, doors, electrical cabinet and air brake stand. Defects must be repaired.
- iv. Replace all windows with OSHA approved safety glass and new rubber seals
- v. All sliding windows must work properly
- vi. Wood floor must be new $\frac{3}{4}$ marine grade plywood, double layered and painted red/brown to seal
- vii. Cab interior walls must be either new wood sheathing or steel sheathing and newly insulated per rebuilders standard specifications
- viii. The battery box is to no longer have the inspection access lid opening and venting inside the operators cab. The battery box will remain inside the cab and be modified. The batteries must have an access panel on the fireman's side of the cab for inspection. There must also be vents in this panel and vented to the outside. There must be access to the batteries from the outside
- ix. All engine hood doors and cab access doors must be refurbished to operate properly
- x. New hood doors to be cut in half and have new EMD style latches installed. The cut doors will provide full access to the engine compartment.
- xi. Air brake equipment must be mounted inside the operators cab and not exposed on deck walkways
- xii. The fuel tank must be drained and cleaned and repaired, if needed.
- xiii. Steps and handrails are to be supplied. Handrails must be GE style
- xiv. Inside of cab and inside of engine hoods must be painted gray with 2part epoxy enamel
- xv. Outside of the locomotive must be painted in Huckleberry maroon and gold. Two part urethane, commercial performance coatings with Spectracron 360 AUE-3501 (exterior) 2K HS urethane.

FRAME

a. DISASSEMBLY

- i. The coupler lift handles on both ends of the locomotives must be supported and FRA compliant
- ii. The center pin assembly of the draft trucks must have a lubrication line supplied to the bushing that must also be drilled to allow grease to be pumped by a grease gun to the pin

TRUCKS

a. DISASSEMBLY

- i. The two truck assemblies must be completely disassembled, including the traction motors, gear boxes, brake equipment and suspension system
- ii. Components of assemblies must be cleaned, blasted, inspected for defects, and repaired as necessary.
- iii. Disassembly of the gear boxes includes removal of all used bearing and used gears. The gear cases must be cleaned, then checked for cracks or other defects and repaired, if necessary. The I.D. bores will be checked on the mounting journal brass against the mating surface on the axles. The gears and shafts will be removed from the case. They must be cleaned, the shaft O.D. at bearing seats must be covered to protect the surface, and then the shafts and gears glass bead blasted. The shafts O.D. bearing seats must be checked for bearing fit and repaired, if necessary. The gears must be checked for defects to meet 85% of new condition and if defects are found, they must be replaced with a qualified gear. Reassemble the gear case with all new bearings. The gear box to axle brass must be in qualified condition. If necessary, they will be relined with new babbitt and machined to axle seat.

b. RECONDITIONING

- i. Air brake cylinders and brake rigging must be reconditioned and repaired, or replaced, if necessary
- ii. Both truck assemblies must be reassembled with reconditioned or rebuilt component parts
- iii. The two gear boxes and two traction motors must be removed from the two drive axle sets
- iv. Dismount used wheels, requalify and Magnaflux axle, if applicable on all drive axles with bull gear – polish bearing support seats.
- v. Mount the used wheels to axles. NOTE: If the axles are found to be defective per FRA/AAR standards, they must be replaced
- vi. Inspect and qualify the two used bull gears on the drive axles for defects
- vii. Chain drive sprockets and drive chains on 4 axle sets must be replaced with new
- viii. The 8 outer axle to equalizer beam roller bearing support boxes must be removed from the 4 axles. This includes removing the used bearing thrust collars, spacers, and both the inner/outer box end plates. Qualify or replace. Reassemble onto the 4 axle sets with new bearings installed. With journal bearing boxes disassembled and after qualified, new pedestal wear liners installed.
- ix. Install the 2 reconditioned gear cases with traction motors onto the 2 drive axle assemblies and test run
- x. Both truck assemblies must each have a new angle cock and air hose to supply train line air brakes at each coupler

- xi. Both truck assemblies at the coupler ends must have a 1” bolt on pilot plate located below the couplers. On the front truck assembly 1” pilot plate, there must be a weldment of angle iron and ¼” steel that will provide a small snow plow

BRAKES

a. DISASSEMBLY

- i. All old air brake piping and air system piping must be removed from the locomotive

b. RECONDITIONING

- i. The four air brake cylinders on the truck assemblies must be reconditioned and in-date
- ii. The brake rigging must be reconditioned to be in operating condition and new brake shoes installed
- iii. All new pins and cotters must be used
- iv. An air brake stand (14-EL) must be installed next to the engineer’s seat. All new air brake piping must be supplied from the cab to air compressors and to the truck assemblies. Air tanks to be U.T. and drilled
- v. Replace the two air brake gauges inside the cab for train brake and independent brake with AAR inspected in-date units
- vi. Replace the air brake equipment with AAR inspected in-date units.
- vii. Clean and test the air tanks, then reinstall onto the locomotive
- viii. Replace and or add 2 pop-off safety valves into main reservoir air system (90lb)

ENGINES

a. DISASSEMBLY

- i. The power plant assemblies, complete with skid, must be removed from the deck of the locomotive. This includes: engines, radiators, main generators, and air compressors.

b. RECONDITIONING

- i. The two diesel engines must have two reconditioned 32-volt battery charging alternators mounted to them
- ii. Two diesel engines must be completely rebuilt to “as new” specifications, and have block heaters installed
- iii. The two block heaters on engines must have a receptacle to accept a standard extension cord
- iv. Replace all steel and rubber hose fuel lines
- v. Diesel engines, fuel and oil filters must be replaced new style spin on type
- vi. Rubber hoses from the radiator to engine must be replaced with new hoses
- vii. Both engine radiators must be new or recorded to “as new” specifications
- viii. Replace all fan and accessory “V” belts with new belts
- ix. All steel and rubber hose fuel lines from the tank to engines must be replaced

TRACTION MOTORS

a. DISASSEMBLY

- i. The traction motors must be removed from the two gear boxes so the gear boxes can be reconditioned

b. RECONDITIONING

- i. Disassembly of complete traction motor
- ii. Removal of brush holders

- iii. Removal of armature from stator housing
- iv. Removal of bearings, at commutator end & fan end, removal of sleeves & retainers
- v. Removal of fan at gear end of armature
- vi. Removal of all 6 interpoles and 6 field windings
- vii. Dimensionally check armature shaft & bearing caps, repair if required
- viii. Clean & bake armature, electrical test to qualify for reconditioning
- ix. Re-bake armature, varnish dip, turn & undercut commutator, install fan, balance
- x. Disassemble stator housing, including all interpoles and field windings
- xi. Clean; stator housing, dimensionally check stator and mechanical components
- xii. Tap and/or chase and threads (damaged internal threads must be repaired) for mounting components and parts
- xiii. Clean stator housing and paint
- xiv. Qualify 6 interpoles & 6 field windings, electrical test, insulate
- xv. Assemble stator housing with 12 reconditioned interpoles & field windings
- xvi. Install new cables on inner interpoles & field windings connections
- xvii. Install new external leads from internal connections to outside of stator housing
- xviii. Install reconditioned armature with new bearings, qualified sleeves & retainers
- xix. Install 6 reconditioned brush holders
- xx. Install new brushes and electrical test complete unit
- xxi. Install qualified pinion bearing and inner race of gear box bearing
- xxii. Install the 2 reconditioned traction motors onto the 2 reconditioned gear cases and test run

MAIN GENERATORS

a. RECONDITIONING

- i. The excitation of the main generator will be provided by the 32 volt battery voltage as done on 25, 35, 45, 50, 80 ton GE industrial locomotives
- ii. Disassemble complete traction generator
- iii. Remove brush holders
- iv. Remove armature from stator housing
- v. Remove bearings, at commutator end, removal of sleeves & retainers
- vi. Remove fan at engine drive end of armature
- vii. Remove all 6 interpoles and 6 field windings
- viii. Dimensionally check armature shaft & bearing caps, repair if required
- ix. Clean & bake armature, electrical test to qualify for reconditioning
- x. Re-bake armature, varnish, turn & undercut commutator, install fan, balance
- xi. Disassemble stator housing, including all interpoles and field windings
- xii. Clean stator housing, dimensionally check stator and mechanical components
- xiii. Tap and/or chase and threads for mounting components and parts
- xiv. Clean stator housing and paint
- xv. Qualify 6 interpoles & 6 field windings, electrical test, insulate
- xvi. Assemble stator housing with 12 reconditioned interpoles & field windings
- xvii. Install new cables on inner interpoles & field windings connections

- xviii. Install new external leads from internal connections to outside of stator housing
- xix. Install reconditioned armature with new bearings, qualified sleeves & retainers
- xx. Install 6 reconditioned brush holders
- xxi. Install new brushes and electrical test complete unit
- xxii. Shink tube wire markers

ELECTRICAL

a. DISASSEMBLY

- i. Remove all old high-voltage and low-voltage wiring from the complete unit
- ii. Remove old electrical equipment; contactors, relays, resistors, reverser, light fixtures, hot water cab heater from the locomotive

b. RECONDITIONING

- i. Upgrade all low 32 voltage wiring with HTTM wire and replace all high 250 voltage cable with 3/0 cable. All electrical connections must be new, and high voltage connectors will be new manufactured by Thomas & Betts
- ii. An onboard 32 volt battery charger must be installed with a receptacle that accepts a regular extension cord
- iii. Supply new 32 volt battery bank
- iv. Supply new and rebuilt electrical equipment that operates at 32 volts. The old GE reversing drum system must not be used. Replace with new EMD style power contactors and EMD style reversing contactors with new 32 volt interlock operating coils and new interlock switches
- v. Rebuild or replace control switches on the operator's control panel
- vi. Install new wiring to both head lights and front and back of locomotive
- vii. There must be one seal beam headlight mounted at each end of the top of engine hoods
- viii. Recondition resistors and supply replacements if necessary for main generators
- ix. Install one running light at each step point of the locomotive
- x. Fabricate new steel structure for mounting of modernized contactors (power and reversing)
- xi. Supply new battery amp shunts and two new paired gauges
- xii. Supply new battery voltage gauge
- xiii. Supply new load amp gauges paired with used load shunts
- xiv. Supply new fuse holders and fuses to accommodate new electrical system
- xv. Supply new terminal boards under hoods and in electrical cabinet
- xvi. Supply one new inside cab light and new wiring
- xvii. Supply new gauge lights
- xviii. Install new power converters to add 12v power for radio, GPS speed and lighting
- xix. Set up the locomotive electrical system with transition for a maximum speed of 20mph

ACCESSORIES

a. DISASSEMBLY

- i. Remove old oil pressure, water temperature, electrical gauges and electrical switches at control panel

b. RECONDITIONING

- i. The cab must have two reconditioned windshield wiper motors for the engineer's windows with new wiper blades. The wiper control valves must be new, with connecting new rubber air lines and new air supply piping
- ii. The control panel must be refurbished. The control panel must have the following gauges: 2 oil pressure – mechanical (new), 2 water temperature – mechanical (new), 1 main res. & brake pip – mechanical (new), 1 equal res. & brake cylinder – mechanical (new), 2 battery charging – electrical (new), 2 load AMP – electrical (new)
- iii. Install new GPS speedometer with in-cab display
- iv. Install new hot water cab heater
- v. Operator's seat must be refurbished with new cushions. Include a new fireman's seat
- vi. Rebuild air horn and bell
- vii. Replace bell and horn on-off valves with new. Install new shut off valves

MECHANICALS

a. DISASSEMBLY

- i. Remove the following: throttle assembly from inside the cab, throttle linkage and mechanical levers from under engine compartment, shut down levers and linkage, radiator levers and linkage from the locomotive

b. RECONDITIONING

- i. Supply and install three new push button emergency fuel cut-out buttons. One in the operator's cab, one on each side of the locomotive – cuts fuel to the engines
- ii. The radiator shutter assemblies must be disassembled and reconditioned
- iii. Replace all bearings in throttle linkages and replace rod ends as necessary

AIR COMPRESSORS

a. RECONDITIONING

- i. Both air compressors must be rebuilt and test operated. They must be installed into the locomotive, with each unit having a minimum of 18" of high pressure/high heat flexible hose with pipe unions on each end. There also needs to be a high pressure one-way check valve located within 3 feet of each air compressor in the air piping to the main reservoir

GENERAL

a. RECONDITIONING

- i. Supply one new electrical drawing of the new wiring system
- ii. Supply one reprinted GE 45/50 ton locomotive general service/ maintenance manual – 1 digital, 1 hard copy
- iii. Supply one reprinted GE 45/50 ton locomotive operator's manual – 1 digital, 1 hard copy
- iv. Test operate locomotive at Parks facility
- v. All scope of work performed will meet current FRA historic equipment standards for operating vintage diesel locomotives
- vi. at rail museums and at tourist railroads
- vii. Bid must contain a description of the warranty provided

TRANSITION IS NEEDED

TEN MONTHS TO ONE YEAR ON DELIVERY

ATTACHMENT B – Trade-In

TRADE IN MODEL: General Electric Diesel Electric Locomotive - #7

- Model – B – 100/100 2GE741
- Serial No. 31506
- Year Built – 1952
- Weight – 50 tons
- Built for – National Tube
- Engine – Cummins HBI-600 150-HP
- Total Horsepower – 300 HP
- Max Speed – 20 mph
- Min Radius Curve – 50 ft
- Throttle Control – Mechanical
- Air Brakes – 14 EL W/Train Air
- Main Generator – 2 – GE 1503
- Traction Motors – 2 – GE 741
- Gear Ratio – 19.9/1
- Wheel Diameter – 8 -33” Dia.
- Air Compressor – 2 Gardner Denver
- Fuel – No 2 Diesel, 150 capacities

Locomotive in original condition with approximately 25,000 hours of use.

Pictures of trade-in model





PROFESSIONAL SERVICES CONTRACT

This 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").

Agreement and Authority

Execution of this Agreement is authorized by Resolution #_ issued by the Genesee County Board of Commissioners.

Term

1.1 Initial Term

The initial term of this Contract commences on ---, and shall be effective through --- (the "Initial Term").

1.2 Extension

No extension

Scope of Work

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

Compensation

Flat Fee. The Contractor shall be paid a flat fee of -----, 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.

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

Contract Administrator

The contract administrator for this Contract is Ronald Walker (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.

Warranties

The Contractor warrants that:

- 2.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 2.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 2.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 2.4 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.

Suspension of Work

- 2.5 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.

- 2.6 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.

Termination

- 2.7 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.

2.8 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.

2.9 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.

2.10 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.

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.

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".

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.

Audit Rights

2.11 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.

2.12 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.

2.13 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.

2.14 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.

Identity Theft Prevention

- 2.15 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.
- 2.16 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.

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.

2.17 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.

2.18 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.

Bonds

- *Performance Bond.* The Contractor must provide a performance bond insuring the Contractor's performance of this Agreement.
- *Payment Bond.* The Contractor must provide a payment bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.

The Performance and Payment Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least

equal to 100% of the total amount due to the Contractor under this Agreement. All bonds and Power of Attorney must be certified originals. The County reserves the right to reject any surety proposed by the Contractor if the County, in its sole discretion, determines that the surety proposed by the Contractor is unable to provide adequate protection for the County.

Independent Contractor

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

3. General Provisions

3.1 Entire Contract

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

3.1.1. The Contract – This Professional Services Contract

3.1.2. Exhibit A – The Scope of Work

3.1.3. Exhibit B – The Insurance Checklist

3.1.4. 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.

3.2 No Assignment

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

3.3 Modification

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

3.4 Binding Effect

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

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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: _____
Ted Henry, Chairperson
Board of County Commissioners

Date: _____

Date _____