December 17, 2019

GENESEE COUNTY INVITATION TO BID #19-209

Sealed bids will be received until **3:00 p.m. (EDT), Thursday, January 9, 2020** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Narrow Gauge Railroad Crosstie Replacement** as requested by Genesee County Park and Recreation Department.

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 bid response with the bid number, bid name, bid due date and time, and your firm’s name. The bid request number and due date for this ITB are:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>3:00 PM (EDT), Thursday, January 9, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUE DATE FOR QUESTIONS:</td>
<td>Friday December 27, 2019 before 5:00 PM (EDT)</td>
</tr>
<tr>
<td>BID REQUEST NUMBER:</td>
<td>#19-209</td>
</tr>
</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2019\19-209
Attachments
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1 - INSTRUCTIONS TO PROPOSERS</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 2 - STANDARD TERMS &amp; CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 3 - ADDITIONAL TERMS &amp; CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>SECTION 4 - QUALIFICATIONS OF PROPOSERS</td>
<td>6</td>
</tr>
<tr>
<td>SECTION 5 – SCOPE OF WORK</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 6 - INSURANCE</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS</td>
<td>7</td>
</tr>
<tr>
<td>SECTION 8 – EVALUATION &amp; SELECTION PROCEDURE</td>
<td>8</td>
</tr>
<tr>
<td>COST BID FORM</td>
<td>9</td>
</tr>
<tr>
<td>SIGNATURE PAGE - ITB #19-209</td>
<td>10</td>
</tr>
<tr>
<td>INSURANCE CHECKLIST</td>
<td>11</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>12</td>
</tr>
<tr>
<td>ATTACHMENT A - COPY OF COUNTY STANDARD CONTRACT</td>
<td>13</td>
</tr>
</tbody>
</table>
ITB #19-209 Narrow Gauge Railroad Crosstie Replacement

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed bids will be received until 3:00 p.m. (EDT), Thursday, January 9, 2020, 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 bid response as described on page 1. LATE BIDS AND BIDS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

2. Submit one (1) original, one (1) paper copies and one (1) electronic copy of your bid. All bids 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 bid 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 bid.

3. Michigan Inter-governmental Trade Network – an alternate review of ITB can be done at https://www.bidnetdirect.com/mitn under the bid's number and title.
   • 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, ITBs, 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 ITB, 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 bid.

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 ITB.

6. After the award is made to the successful proposer, the County and the successful proposer will negotiate final terms that substantially conforms. Any exceptions to the terms and conditions of this ITB must be clearly set forth in your bid and
referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or ITB unless those changes are requested in your bid. If your company requires that the County execute one of your company’s agreement, the agreement must be included in your submission. The agreement will be subject approval from the County Risk Management Department and Corporate Counsel.

7. The County of Genesee requires a signed Genesee County Insurance Checklist with each bid 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 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.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for bids where a quantitative based evaluation criteria is used for evaluating responsive bids, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.

9. Bid Format: Bids must be submitted in the format outlined in Section 8. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

10. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.

SECTION 2 - STANDARD TERMS & CONDITIONS

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

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this ITB, Genesee County (“the County”) is soliciting bids from Contractors for the replacement of narrow gauge (6'6") crossties.

2. **Issuing Office:** This ITB is issued by the Genesee County Purchasing Department on behalf of the Genesee County Park and Recreation Department. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this ITB shall be submitted in writing and received no later than, **Friday, December 27, 2019 before 5:00 p.m. (EDT),** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this ITB. No verbal interpretation to any respondent as to the meaning of any requirement stated in this ITB shall be binding on Genesee County. All responses to questions regarding this ITB 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 ITB prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website ([http://www.gc4me.com/Purchasing/currentbids.htm.](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 Bids:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this ITB using the format outlined in Section 8 INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper bids must be signed with an original signature of the official authorized to bind the proposer to its provisions.

6. **Validity Period:** Any bid submitted as a result of this Request for Bid shall be binding on the proposer for 120 calendar days following the due date.

7. **Disclosure:** All information in an offeror’s bid 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 bid. All requests regarding disclosure and requests for confidentiality of a bid response to this ITB shall be submitted in writing 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 bid. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

9. **Acceptance of Bid Content:** It is proposed that, if a contract is entered into as a result of this ITB, the ITB will serve as the basis for the contract. The contents of the bid 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. **Withdrawal of Bid:** Bids may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of bids.

11. **Right to Reject:** Genesee County reserves the right to reject any and all bids received in response to this ITB.
12. **Errors, Omissions, and Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting a bid or it shall be waived.

13. **Best and Final Offers:** Discussions may be undertaken with those proposers whose bid has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their bids for the purpose of obtaining best and final offers.

14. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.

15. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel and employees perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose and liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.

16. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented and information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.

17. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

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

**SECTION 4 - QUALIFICATIONS OF PROPOSERS**

In order to qualify for submitting a bid, a proposer shall have the capability in all respects to perform the contract 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 contractual requirements.

No bid will be considered from any offeror unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.
If an offeror does not convince Genesee County that it possesses the above minimum qualifications with the bid submission, Genesee County shall not consider its bid for award.

SECTION 5 – SCOPE OF WORK

1. The Huckleberry Railroad is a narrow gauge track.
2. It is the intent of the Parks Commission to identify a contiguous length of railroad track and have the contractor replace all deteriorated crossties within that section of track.
3. Replace a minimum of 600 - 6’6” crossties, annually. Approximate number will vary but will not fall below the minimum.
4. Return old crossties to the railroad shop yard for disposal by the parks.
5. Spike rail to gauge at all new crosstie locations.
6. Tamp each installed crosstie with hydraulic hand tamps and dress ballast around the crossties changed out.
7. Genesee County Parks to provide all crossties, railroad ballast, disposal of old crossties and misc. materials needed for the work.
8. Work will be scheduled between March 1st and May 15th of each year of the contract.

The County will enter into a one (1) year contract with the successful Contractor.

SECTION 6 – INSURANCE

Should your bid be successful, the County will require insurances according to the specifications in this ITB and may be provided prior to any Award as a result of this ITB. See insurance checklist forms for requirements. Genesee County must be listed as an additional insured on any insurance certificate issued due to any award subsequent to this ITB.

Insurance requirements vary from one ITB to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding ITB Number and Title and, therefore, must be executed separately for each ITB.

SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS

(BID FORMAT)

1. NON-RESPONSIVE BIDS
   Bids may be judged non-responsive and removed from further consideration if any of the following occur:
   A. The bid is not received in a timely manner in accordance with the terms of this ITB
   B. The bid does not follow the specified format as presented in this Section (7)
   C. The bid is not adequate to allow a judgment by the reviewers

2. RESPONSIVE BIDS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:
   A. Completion of the “Cost Bid Form”
   B. Completion of the “Signature Page” form
   C. Completion of the “Insurance Checklist” form
D. Completion of “References” form
E. Narrative about the company

SECTION 8 - EVALUATION & SELECTION PROCEDURE

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for the work referenced in Section 5.
COST BID FORM

PROJECT: ITB #19-209 Narrow Gauge Railroad Crosstie Replacement

Vendors are required to complete this form that represents the cost to provide services as requested in this ITB:

Cost: Replace a minimum of 600 - 6’6” crossties, annually. Approximate number will vary but will not fall below the minimum:

<table>
<thead>
<tr>
<th>Year</th>
<th>Work Performed - (Base Bid)</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Replacement of 600 – Narrow Gauge (6’6”) Railroad Crossties</td>
<td>$</td>
</tr>
</tbody>
</table>

Complete: Provide price per additional 6’6” narrow gauge railroad crosstie replaced (above the 600 minimum) in which work will be done in concurrent to the base work:

$_____________________/per crosstie

NAME OF BIDDER: _________________________________________________________

SERVICE ADDRESS: _________________________________________________________

CITY, STATE, ZIP: _________________________________________________________

CONTACT PHONE: _________________________________________________________

CONTACT EMAIL: _________________________________________________________

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:
SIGNATURE PAGE - ITB #19-209

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 ITB,
3. has not engaged in any collusive actions with any other potential proposers for this ITB,
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 bid 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 ITB:

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 bid.

_____ 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 Bid.

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 ITB

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>POSITION</th>
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<th>PHONE</th>
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</table>
# Genesee County Insurance Checklist

**Professional Services Contract for:** ITB #19-205 – Narrow Gauge Railroad Crosstie Replacement

## Coverage Required Limits (Figures denote minimums)

<table>
<thead>
<tr>
<th></th>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Workers' Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>X</td>
<td>2. Employers' Liability</td>
<td>$100,000 accident/disease, $500,000 policy limit, disease</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Including Premises/operations</td>
</tr>
<tr>
<td>X</td>
<td>3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td></td>
<td>4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Including errors and omissions</td>
</tr>
<tr>
<td></td>
<td>5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
</tr>
<tr>
<td>X</td>
<td>6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident- Owned, Hired, Non-owned</td>
</tr>
<tr>
<td>X</td>
<td>7. Umbrella liability/Excess Coverage</td>
<td>$1,000,000 BI &amp; PD and PI</td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>9. Other insurance required: Contractor must provide a Builder's Risk “all risk” policy sufficient to cover all materials and equipment that will be on site. Also, a Contractor's Pollution Liability Policy with limits of $1,000,000.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>11. The certificate must state bid number and title</td>
<td></td>
</tr>
</tbody>
</table>

## Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

<table>
<thead>
<tr>
<th>Liability policies are</th>
<th>occurrence</th>
<th>claims made</th>
</tr>
</thead>
</table>

__________________________ ________________________
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
List 3 references of similar projects

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
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<tr>
<td></td>
<td>Title:</td>
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<td></td>
<td>Phone:</td>
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<tr>
<td>Dates of Service:</td>
<td>Email:</td>
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<td></td>
<td>Address:</td>
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<td></td>
<td>City, State:</td>
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<td>Email:</td>
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<td>Address:</td>
</tr>
<tr>
<td></td>
<td>City, State:</td>
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ATTACHMENT A

Copy of County Standard Contract
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 SELECTED CONTRACTOR, whose principal place of business is located at _________________ (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 County Commissioners. NON-APPLICABLE

2. Term

2.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through completion of project. (the “Initial Term”).

3. Scope of Work

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

4. Compensation

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.

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 Matt Armentrout (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 harmless the County, its officials, officers, agents, and employees 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 harmless the County, its officials, officers, agents, and employees 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

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: ___________________________  By: ___________________________
Name of Contractor Signatory  Ted Henry, Chairperson
Title of Contractor Signatory  Board of County Commissioners
Date: _________________________  Date: _________________________
EXHIBIT A

Scope of Work

1. The Huckleberry Railroad is a narrow gauge track.
2. It is the intent of the Parks Commission to identify a contiguous length of railroad track and have the contractor replace all deteriorated crossties within that section of track.
3. Replace a minimum of 600 - 6’6” crossties, annually. Approximate number will vary but will not fall below the minimum.
4. Return old crossties to the railroad shop yard for disposal by the parks.
5. Spike rail to gauge at all new crosstie locations.
6. Tamp each installed crosstie with hydraulic hand tamps and dress ballast around the crossties changed out.
7. Genesee County Parks to provide all crossties, railroad ballast, disposal of old crossties and misc. materials needed for the work.
8. Work will be scheduled between March 1st and May 15th of each year of the contract.
EXHIBIT B

Insurance Checklist
Copy of Contractor's Insurance Certificate
Copy of Contractor's Bid