



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
1101 Beach Street, Rm. 361 Flint, Michigan 48502
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Chrystal Simpson
Chief Financial Officer

May 4, 2023

GENESEE COUNTY INVITATION TO BID #23-331

Sealed bids will be received until **2:00 p.m. (EDT), Thursday, June 8, 2023**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Design and Construction Engineering for Non-Motorized Trail from Mott Park to Chevy Commons in Flint State Park** as requested by the Genesee County Parks and Recreation Commission.

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.

A mandatory pre-bid meeting will be held on Tuesday, May 23, 2023, at 10:00 a.m. (EST). Location of pre-bid meeting will be the Genesee County Park's Administration Building, 5045 E. Stanley Road, Flint, MI 48506. All contractors submitting a bid must attend the mandatory pre-bid meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and shall serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's bid

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:

DUE DATE:	2:00 PM (EST), Thursday, June 8, 2023
DUE DATE FOR QUESTIONS	Friday, May 19, 2023, before 5:00 PM (EST)
MANDATORY PRE-BID MEETING	10:00 AM (EST), Tuesday, May 23, 2023
POST PRE-BID QUESTIONS DUE	Wednesday, May 24, 2023, before 5:00 PM (EST)
BID REQUEST NUMBER	#23-331

Rita Schubert

Rita Schubert, Purchasing Manager

bid2\2023\23-331
Attachments

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ITB #23-331 DESIGN AND CONSTRUCTION ENGINEERING FOR NON-MOTORIZED TRAIL FROM MOTT PARK TO CHEVY COMMONS IN FLINT STATE PARK

SECTION 1 - INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **2:00 p.m. (EDT), Thursday, June 8, 2023**, 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. **A mandatory pre-bid meeting** will be held on Tuesday, May 23, 2023, at 10:00 a.m. (EST) at the Genesee County Park's Administration Building, 5045 E Stanley Rd., Flint, MI 48506. All contractors submitting a bid must attend the mandatory pre-bid meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and shall serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a contractors bid.
3. 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.
4. **Submit one original and one paper copy of your bid. After the bid closes you may be contacted to send the County an electronic copy of your bid via email. Submit one original, one paper copy and one 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. Failure to provide the required number of duplicate copies may result in rejection of your bid. Bids may not be submitted at the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each bidder's responsibility to ensure that their bid is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
6. 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](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, ITBs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) support department toll free 1-800-835-4603.
7. 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.
 8. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at https://www.geneseecountymi.gov/departments/fiscal_services/purchasing_department/current_bids2023.php 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.
 9. 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.
 10. A sample of a contract is attached to this ITB. After the award is made to the successful bidder, the County and the successful bidder will negotiate a final contract that substantially conforms to said contract. Any exceptions to the terms and conditions of the contract and 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 contract or ITB unless those changes are requested in your proposal.
 11. 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.

12. Bids must be submitted in the format outlined in Section 7 INFORMATION FROM BIDDERS to be deemed responsive.
13. **Local Preference for Genesee County and Veteran Owned Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Manager. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.

SECTION 2 - STANDARD TERMS & CONDITIONS

Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.

https://cms7files.revize.com/geneseecountymi/Document_Center/Employee%20Portal/Purchasing%20Regulations/Std%20T%20%20C%20%20SECTION%202016.pdf

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this ITB, Genesee County ("the County") is soliciting bids from qualified Contractors for the Design and Construction Engineering for Non-Motorized Trail from Mott Park to Chevy Commons in Flint State Park as requested by the Genesee County Park and Recreation Commission.
2. **Issuing Office:** This ITB is issued by the Genesee County Purchasing Department on behalf of the Genesee County's Parks and Recreation Commission. The contact person is Rita Schubert, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3195, and rschubert@geneseecountymi.gov. 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, May 19, 2023, before 5:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred

method of contact for all inquiries concerning this ITB, and please entitle the subject line of your e-mail as follows: Question(s) for ITB #23-331. 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 (https://www.geneseecountymi.gov/departments/fiscal_services/purchasing_department/current_bids2023.php). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Bid Considerations:** All costs incurred in the preparation of a response to this ITB or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this ITB.
6. **Responsive Bids:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this ITB using the format outlined in Section 7 INFORMATION REQUIRED FROM BIDDERS. 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.
7. **Bid Modifications:** Clarifications, modifications, or amendments to any Bid that has been submitted, but prior to the Bid Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **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.
9. **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.
10. **Right to Reject:** Genesee County reserves the right to reject any and all bids received in response to this ITB.
11. **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 and received **no later than noon, Monday, June 5, 2023**, to the Genesee County Purchasing Department as listed above.

12. **Errors, Omissions, and Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the 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.

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

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

14. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the bid regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel 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.
17. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
18. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and

specifications set forth in the bid. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

19. **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 bidder to accept these obligations will result in cancellation of contract award.
20. **Termination for Misrepresentation:** If the successful bidder receives a contract and is subsequently found to have misrepresented any information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
22. **News Release:** News releases pertaining to this 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 BIDDER

In order to qualify for submitting a bid, a bidder 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 bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

If a bidder 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

Project Description

The Consultant agrees to provide, to the satisfaction of the Commission, Consulting and Design, full time on-site construction observation, fully completed construction paperwork, construction staking, construction management, inspection, and testing services necessary to accomplish the work described herein (PE/CE). All reporting, measurement, computation, and documentation requirements referenced in the Specifications, Plans,

Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and procedures manuals associated with this project.

Anticipated Start Date of the Project: Trail Construction to be completed in the Summer of 2024, Design Engineering to be complete and bidding documents prepared in time to meet this schedule.

Award for the RFP will be made four to six weeks after proposals are submitted. Once awarded, the Consultant shall contact the Project Supervisor Barry June prior to beginning any work on this Project. The Genesee County Parks and Recreation Commission is referred to as "Commission" below.

BACKGROUND

In the spring of 2022, the State of Michigan announced the establishment of a state park in Flint and Genesee County. A new trail along the southern bank of the Flint River from Mott Park to Chevy Commons will exist as part of the new state park, providing public access to respective trail land, and will serve as connections to and between Chevy Commons and Mott Park Recreation Area units of the state park. The State Park project is funded by the State of Michigan from ARPA funding and is administered by the Genesee County Parks and Recreation Commission through a Memorandum of Understanding (MOU).

The trail will be constructed in an area that consists of three parcels leased to the State of Michigan by the City of Flint (40-14-401-003, 40-14-426-002, 40-14-426-024), depicted in the aerial image below, which extends between Center Street and University Avenue/Sunset Drive. The non-motorized trail will span this property, approximately 0.50 miles. Constructing a non-motorized trail will provide new public access to the site as well as connection and access to the state park broadly.



GENERAL

1. The Scope of Services consists of performing to the satisfaction of the Commission:
 - preparation of design plans
 - specifications
 - special provisions
 - All bid documents necessary for this project to be advertised for bids to the satisfaction of the Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) for the use of Federal Enhancement Funds and the Michigan Department of Natural Resources (MDNR)
 - right-of-way evaluation and preparation of acquisition documents
 - all surveying, testing and field investigation necessary to ascertain existing conditions to complete the design of this project
 - full time on-site construction observation, preparation of construction paperwork, construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards
2. The Consultant or their sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or their sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission), and check and/or test them prior to use in carrying out this work.
3. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
4. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.
5. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Genesee County Road Commission; the Project-specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

1. All work will be performed in compliance with the contract documents and

the standard practices of the Michigan Department of Transportation and the Genesee County Road Commission. Sampling frequencies for inspection and testing will be prescribed by the Specifications, Proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals.

2. The Consultant or their Sub-consultant will provide the necessary personnel to adequately perform the requirements, and that these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.
3. The Consultant or their Sub-consultant shall furnish all necessary inspection, testing, and staking equipment needed to carry out the inspection, testing and staking services.
4. The Consultant shall furnish all necessary inspection services needed to assure contract compliance with Traffic Control, Soil Sedimentation and Erosion Control and other miscellaneous contract work as described as a pay item.
5. That acceptance samples, tests, and reporting procedures will conform to the Specifications, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Genesee County Road Commission.
6. The Consultant will immediately bring to the attention of the Project Supervisor any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Consultant. The Consultant will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.
7. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the following:
 - a. Inspector's Daily Reports
 - b. Work Orders
 - c. Construction Item and Tested Material Records Using Field Manager
 - d. Reports Associated with the Contractor's Certified Payrolls and Applications of the Davis-Bacon Provisions [Wage Rate Interviews, etc.]
 - e. Force Accounts
 - f. Extension of Time and Liquidated Damages
 - g. Contractor Evaluation (Form 1182)
 - h. Project Certification Acceptance (Form 1120)
 - i. Final Marked As-Constructed Plans
 - j. Other records and/or reports as required for the individual Project and as required by Specification, Plans, Proposal, the Michigan

Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals to complete the Project and its paper audit.

8. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the Specifications, Plans, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
9. The Consultant will identify all permits required for the project and ensure that they are completed in a timely manner as required by the permitting agency.
10. The Consultant shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.

CONSULTANT CLAIMS PROCEDURE

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

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

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

- a. Failure of the Consultant to give notification will constitute a waiver of the claim for extra compensation except to the extent that claims are both substantiated by Commission records and are for extra costs that were unforeseeable.
2. **Keeping Records:** If a Consultant files a Notice of Intent to File a Claim, the Consultant shall keep accurate records of all costs of the work and shall afford the Project Supervisor every facility for keeping costs of the work which is the subject matter of the claim. The Consultant and Project Supervisor shall compare records and bring them into agreement at the end of the disputed work.

3. **Validity of Claim:** The validity of a claim shall not be established either by the filing of a notice of intent to file a claim by a Consultant or the keeping of the cost records by the Project Supervisor.
4. **Timing for Filing of Claim:** A Consultant shall file with the Project Supervisor every claim for extra compensation within the following time frames (whichever comes first):
 - 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 Consultant the Project Supervisor may grant an extension of the above time frames to the Consultant, in writing, prior to the expiration of these time periods.

5. **Content of the Claim:** The Consultant'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.

CONSULTANT PAYMENT

1. Partial payments will be made upon the submission by the Consultant of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the Commission. Partial payments shall be made only once a month.
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 Consultant 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 Consultant for Services rendered is reasonable and appropriate before approving the Consultant's requests for progress payments.

SECTION 6 – INFORMATION REQUIRED FROM BIDDERS

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

Technical Bid

1. Firm's Prior Experience & References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the bidder. Please do not include firm experience unless persons who are proposed to work on this project participated in that referenced project, and clearly state his/her role in the referenced project.
2. Work Plan: Describe in narrative form your technical plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task: Trail Construction to be completed in the Summer of 2024, Design Engineering to be complete and bidding documents prepared in time to meet this schedule.
3. Labor Requirements, Staff Qualifications & Experience: The consultant must be able to provide an appropriate, experienced, and knowledgeable team. Include the number of executive and professional personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide resumes of key personnel that are proposed to be involved in the project.
4. Statement of the Project: State in precise terms your understanding and interpretation of the project requirements and familiarity with Federal, State and Local Standards. Include a narrative description of the product that will be delivered.
5. Status of MDOT Design and Construction Engineering pre-qualifications
6. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Administrative Bid

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

1. Business organization: State the full name and address of your organization, and, if applicable, the branch office or other subordinate

element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.

2. Audit information: On current or previous Federal-aid projects, performed by the consultant, shall also be included. If an audit is not available, the consultant may accomplish this requirement by employing the service of a private auditor to certify the consultant accounting system satisfied Federal and State requirements.
3. Statement of Exceptions: See Sections 1.7 and 3.8 for clarification.
4. Cost Proposal Form: See page 16 of this solicitation.
5. Signed Signature Page: See page 18 of this solicitation.
6. Executed Insurance Checklist: See page 19 of this solicitation.
7. References: See page 20 of this solicitation.

SECTION 7 - 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.

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

COST PROPOSAL

PROJECT: ITB #23-331 Design and Construction Engineering for Non-Motorized Trail
from Mott Park to Chevy Commons in Flint State Park

Cost and Price Analysis: The information requested in this section is required to support the reasonableness of each proposal. Use the format below. All proposals must be on a not-to-exceed cost basis. Reimbursables: including travel, must also be on a not-to-exceed cost basis.

Labor Costs: Itemize so as to show the following for each member of the project team				
Name and Title	Classification	Estimated hours	Rate per hour	Total cost for all labor needs
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Cost of Supplies and Materials: Please itemize.				
Supply / Material			Total Cost	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
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			\$	
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Other direct costs: Please itemize.				
Direct Cost			Total Cost	
			\$	
			\$	
			\$	
			\$	
			\$	

Overhead	Total Cost
	\$
	\$
	\$
	\$
	\$

Four Price Proposals for Project: All proposals must be submitted on a not-to- exceed cost basis in four sections

Section	Not to exceed cost
Section A Design Engineering	\$
Section A Construction Engineering	\$
Section B Design Engineering	\$
Section B Construction Engineering	\$

NAME OF BIDDER: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

SIGNATURE PAGE - ITB #23-331

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

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: ITB: 23-331 – Design and Construction Engineering for Non-Motorized Trail from Mott Park to Chevy Commons in Flint State Park

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
	9. Other Insurance Required: Environmental Impairment Liability, \$1,000,000 limit.	
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title 23-331	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

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

List 3 references of similar projects

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

PROFESSIONAL SERVICES CONTRACT

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

1. Term

1.1 Initial Term

The initial term of this Contract commences on **TBD** and shall be effective through **project completion** (the "Initial Term").

1.2 Extension Terms

None

2. Scope of Work

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

3. Compensation

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

4. Taxes.

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

5. Contract Administrator

The contract administrator for this Contract is **Barry June** (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.

6. Warranties

The Contractor warrants that:

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

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

- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, 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.

7. Suspension of Work

7.1 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.

7.2 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.

8. Termination

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. 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.

10. 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".

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. 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.

14.1 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.

14.2 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.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. 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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 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.

16.9 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.

16.10 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]
[Title]

By: _____
Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

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: **Non-Motorized Trail from Mott Park to Chevy Commons in Flint State Park**

Project's Location: In Flint, Michigan along the southern shore of the Flint River from Mott Park to Chevy Commons.

Project's Type of Work: Consulting, Design and Construction Engineering (PE/CE) of a non-motorized trail.

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

1. The Scope of Services consists of performing to the satisfaction of the Commission:
 - a. 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 the Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) for the use of Federal Enhancement Funds and the Michigan Department of Natural Resources (MDNR)
 - e. right-of-way evaluation and preparation of acquisition documents
 - f. all surveying, testing and field investigation necessary to ascertain existing conditions to complete the design of this project
 - g. full time on-site construction observation, preparation of construction paperwork, construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards
2. The Consultant or their sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or their sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission), and check and/or test them prior to use in carrying out this work.

3. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
4. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.
5. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Genesee County Road Commission; the Project- specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

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

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

EXHIBIT B
Insurance Checklist

DRAFT