

REQUEST FOR QUALIFICATIONS

SEALED RFQ #6837

**PRE-CONSTRUCTION and CONSTRUCTION
MANAGEMENT SERVICES**

For

**Eastside Community Recreation Center
Ypsilanti, MI**



Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Angela O. Perry
Purchasing Manager
(734) 222-6760
March 11th, 2015

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PART A: GENERAL INFORMATION

1.0 INTRODUCTION

Your firm has been identified to submit qualifications for pre-construction and construction management services to the Washtenaw County Parks & Recreation Commission (WCPARC) in conjunction with the pending capital development initiative for Eastside Community Recreation Center and YMCA (ERC). This document provides information about the initiative as well as requirements for your written submission/response. Also included is information and requirements for a potential oral presentation, interview, and request for proposal.

2.0 SCOPE OF INITIATIVE

The WCPARC currently operates a County Recreation Center in Ann Arbor, the Meri Lou Murray Recreation Center, and seeks to develop an additional facility on the eastern side of the County. While this facility is expected to have some similarities to the existing Recreation Center, the new facility is intended to have more of an aquatics, youth and family oriented, programming focus.

WCPARC proposes to develop the ERC in collaboration with the City of Ypsilanti and the YMCA. The City is providing the building site, WCPARC will design and construct the building, and the YMCA will operate the facility. This collaborative model has been successful at numerous similar facilities opened in the past 10 years in diverse locations around the Country.

Eastside Community Recreation Center and YMCA facility:

The project will have approximately 40,000-45,000 SF of new construction with approximately \$10.0 million to cover the Cost-of-the-Work in construction (building and site), with an intended project scope as follows:

- Administration Areas
- Lobby and User Service Center
- Male, Female, and Family Locker Rooms
- Child Watch Area and Kids Adventure Center
- Community/Multipurpose Room
- Teen Center
- Gymnasium
- Indoor Walking/Jogging Track
- Group Exercise Studios
- Wellness Center
- Indoor Family Aquatics Center (Natatorium)
- Mechanical & Storage Areas
- With Associated Sitework, Landscape and Hardscape Improvements

The unique needs of the communities and populations served by the ERC are the basis for the project scope. This scope results from a combination of primary market research, community needs assessment, and related learnings stemming from the project strategic planning process. Additionally, recent experiences and successes of the WCPARC and similar operations in the region, including YMCAs, industry trends and the experience and recommendations of the consulting team have contributed to the development program.

As a result of this analysis, the Commission has already satisfied itself there is sufficient market demand and forecasted revenues to support the opening of the ERC at the proposed location.

3.0 ARCHITECT / ARCHITECTURAL CONSULTANT

Selection of a full-service architectural firm, and its team of consultants, to serve as the Architect-of-Record for the project is in the final stages.

A pool contractor/builder may be selected to be responsible for the construction of the pool tank. The pool contractor/builder will be responsible for review and oversight of the pool installation, including coordination of the pool construction schedule with the overall construction schedule for the project.

4.0 ATTACHMENTS

The following attachment is provided as supplemental materials for use in preparing your submittal:

- Sample Professional Services Contract

Please note that these materials are provided as background information only. A comprehensive set of construction documents will be developed by the architect for the project.

5.0 CLARIFICATIONS

Any questions or requests for additional information regarding the project, selection process, or the attachments are to be made only in writing and transmitted electronically to the following:

- PURCHASING & PROCEDURAL QUESTIONS – Angela O. Perry at perrya@ewashtenaw.org
- TECHNICAL QUESTIONS - Coy Vaughn at vaughnc@ewashtenaw.org

All questions must be received by the date specified in the Key Dates section of this document. Responses to all questions/inquiries received will be distributed to all participating firms prior to the submittal due date.

6.0 SELECTION PROCESS

The materials submitted by interested firms will be reviewed by an evaluation committee comprised of members of the WCPARC and YMCA senior management staff and board members. The Committee will employ a qualifications-based selection process incorporating the following criteria in its evaluation:

- Relevant project experience
- Completeness, clarity, quality and correct format of submittal
- Relevant project experience
- Experience, skill-set and demonstrated leadership of proposed project team
- Experience of the firm's proposed team of consultants
- Ability to comply with proposed project schedule
- Financial capability
- Expertise in delivering pre-construction services
- Construction experience
- Experience in design of sustainable facilities
- Experience working with owners' consultants
- Experience working with not-for-profit organizations
- Familiarity with project site/location
- Experience with similar project types and programs
- Interaction with owner and consultant throughout the selection process
- Expertise in negotiated construction contract delivery methods
- Experience working in the municipality
- Demonstrated commitment to diversity initiatives
- Experience in sustainable and LEED design and construction

Following its evaluation of the materials received, the committee will invite a short-list of firms to interview and submit a Request for Proposal. Following the oral presentations, the committee will select a firm with which to enter contract negotiations for the project.

The County reserves the right to reject any and all qualifications and subsequent proposals, including those that do not provide the requested information.

The County does not intend to award a contract fully on the basis of any response made to this RFQ; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

The Signature Page must be returned and signed by an official authorized to bind the Proposal Response to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

7.0 METHOD AND DATE OF SUBMITTAL

Regardless of delivery method, submission materials must be delivered and received by the individuals below NO LATER THAN as indicated in the Key Dates section. Packages must be clearly marked as indicated below.

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts and attachments thereto. All unsuccessful proposals will be retained for thirty (30) days after acceptance of the successful proposal.

HARD COPY DELIVERY (Required)

Six (6) hard copies of all materials must be delivered in a **SEALED** package with an electronic version in PDF format submitted on CD-RW, DVD, or USB drive. Hard copies are to be delivered to the address below by or before March 27th, 2015 4:00 PM EST:

**Washtenaw County Purchasing Division
Administration Building
220 N Main Street
Ann Arbor, Michigan 48104
Attn: Angela O. Perry, Purchasing Manager
(734) 222-6760**

The outside of the sealed package shall be clearly marked with the following identification:

**PRE-CONSTRUCTION and CONSTRUCTION MANAGEMENT SERVICES
Eastside Community Recreation Center RFQ #6837**

8.0 KEY DATES SCHEDULE

KEY DATES	
RFQ Issued	Mar 11, 2015
Mandatory Prebid Meeting (on site)	TBD
Written Questions Due to perrya@ewashtenaw.org and vaughnc@ewashtenaw.org	Mar 23 @ 5:00 PM
Qualification Submission Materials Due	Mar 27 @ 4:00 PM
Invitation to Interview	Mar 31 (tentative)
Interviews & RFP Issued	week of Apr 13 (tentative)

It is recommended that participating firms prepare their whole project team for a tentative interview by holding the scheduled interview date should an interview be extended.

PART B: PROJECT INFORMATION

1.0 INITIAL GOALS AND OBJECTIVES

The scope of services to be delivered by the selected firm will include both pre-construction and construction services on the proposed initiative.

Many organizations have benefited from the outcomes of a partnering process in which a general contractor/construction manager is selected at the conclusion of the schematic design phase of development initiatives, and positioned to contribute in the subsequent project phases of design development, construction documentation and bidding. A similar process will be employed for the initiative.

It is expected that once selected, the successful firm will immediately begin delivery of pre-construction services, including project cost estimating and value assessment. Following the successful awarding of the various sub-contracts, the successful firm will be expected to manage the general construction effort for the project. Throughout the process, the selected firm will also be expected to perform services related to project schedule development and maintenance.

2.0 PROJECT LOCATION / SITE

Over the last several years the City of Ypsilanti has incrementally acquired 38-acres of open land at the southeast corner of the intersection of Michigan Avenue and the Huron River. This former brownfield site is known as the Water Street Redevelopment Area. After the abandonment of former industrial uses on the site, the city has been actively engaged in extensive remediation efforts in preparation for new development. They have done so with the intention of attracting public/private partnerships for mixed-use development including housing, retail and office spaces anchored by a new county-owned recreation center. It is anticipated that the ERC will serve as a catalyst for attracting private development to the site.

Currently the urban fabric loses the distinctive character of the nineteenth century commercial store frontage found in the central business district west of the Huron River and disperses quickly into isolated, free standing buildings in an automobile oriented landscape. Placement of the recreation center on the site seeks to establish a continuity with the existing commercial corridor of Michigan Avenue as it cross the Huron River.

The site selected for development of the proposed ERC is a 4.5 acre parcel located in the northwest corner of the redevelopment area. This site is uniquely suited for the development of a recreation center as it is situated at the intersection of the main commercial corridor of the city, Michigan Avenue, and the natural corridor/existing park system along the Huron River. The site also fronts on a planned extension of the Border to Border Trail (B2B), a county-wide trail network that follows the course of the Huron River and connects parks and open spaces in several river-linked communities. The ERC is positioned at the heart of this and is both a

stimulus for urban revitalization, and an opportunity to showcase sustainable approaches to the redevelopment of a mixed use, postindustrial, riverfront property.

Environmental remediation specific to the proposed building site included removal leaking underground storage tanks and replacement with clean fill to a depth of approximately 30-feet. An updated Phase I Environmental Assessment and due care plan is underway for the site. The site is also encumbered by numerous easements, including sewer, water, and DTE. Further, a portion of the site is in the 100-year flood plain of the Huron River.

3.0 SCOPE OF SERVICES

The Scope of Work shall be as indicated in the earlier and as outlined above. The Scope of the Work will involve both pre-construction and construction phase services, with the intended form of contract for the project being AIA Document A133-2009 (GMP) or A134-2009 (no GMP), with AIA Document A201–2007, General Conditions of the Contract for Construction. The Scope of the Work shall include all necessary site work required by the owner for occupancy.

Any objections to such a basis for the form of agreement should be articulated in submission made in response to the Request For Qualifications.

A standard Professional Service Contract (sample attached) will be executed between the WCPARC and the consultant. The WCPARC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the WCPARC's sole judgment, the best interests of Washtenaw County will be so served.

4.0 BUDGET

The total cost for construction for the projects, including site development work, is currently included in the Scope of the Initiative Section of this document and does not include costs associated with furnishings, fixtures and equipment, architectural and related professional services fees, Owner-controlled contingencies, and fundraising costs.

The Architect and construction team will be required to work toward the budget for the Cost of the Work for the Project, as indicated in Part A "Scope of Initiative".

5.0 SCHEDULE

It is anticipated that the construction of the project will be completed within twelve to fourteen months of commencement.

The schematic design phase of the project has been initiated.

PART C: SUBMITTAL REQUIREMENTS

The submittal must include the following information in sections as numbered below.

1.0 COVER LETTER

A cover letter, signed by an officer of the firm, with all contacting information containing a commitment to provide the services required if selected, with the proposed personnel, while also expressing interest in the project.

2.0 GENERAL INFORMATION

The following information should be included in the submission:

- Name, address of firm and e-mail address
- Contact Person and e-mail address
- Date firm was established and last change, if any, in ownership or senior management
- Firm history

3.0 TEAM ORGANIZATION & LIST OF KEY PERSONNEL

Provide an organizational chart identifying all team members, relationships and responsibilities throughout the various phases of the project including initial design review, cost estimating, bid negotiations, and on-site construction management and administration.

Identify the role of each key team member and the amount of their time that will be dedicated to each of the various phases of the project. Provide resumes for each key team member.

4.0 EXPERIENCE

A scope for the project must be established that is both reasonable and within the project funding budget. The role of the Construction Manager during the design, construction document, estimating and bidding phases of the project will be critical. The selected firm will be expected to function as a member of the team with the Owner, the Architect, and Consultants, helping to determine and maintain a scope of work and cost, within established parameters, for the project. To that end, please share/include:

- The firm's experience working in such a capacity
- The contributions the firm will make throughout the process to ensure the success of the initiative.
- The resources to be committed to, and results to be achieved during, each of the three phases of the project: 1) Design Review and Cost Estimating, 2) Bidding/Negotiations, 3) Construction Management/Administration
- Identify all proposed consultants including the firm name, address, phone and primary contact.

5.0 RELEVANT PROJECT EXPERIENCE

Provide information on relevant experience with comparable projects completed in the last six years or currently in progress, in the format which follows:

(Please limit to four, the number of examples offered)

Project Information

Project Name
Project Location
Project Type
Project Scope in Square Feet and Construction Cost
Firm's Project Management
Firm's Project Superintendent
Name of Architect of Record

Client Information

Client Name
Client Contact Name, Title, Address, Telephone Number

Completion Information

Date of Completion; Length of Project

Contract Information

Original Construction Budget
Original Construction Contract Amount
Final Construction Contract Amount
Original Completion Schedule
Actual Completion Schedule
Contract Type

6.0 BONDING CAPACITY

Provide evidence of the firm's bonding capacity, rate and maximum liability coverage. Please identify any past or current claims of litigation with which the firm has been or is presently involved.

7.0 FINANCIAL

Attach a letter from your bank/financial institution stating the following:

- length of time the firm has been doing business with said bank/institution,
- average balance (in general terms)
- extent of credit available and terms of availability
- bank's/institution's rating of the firm as a customer
- name and telephone number of contact person(s) at the bank/institution

8.0 BACKLOG

Please provide a statement of the firm's total backlog, currently and for the past two years utilizing the following format.

	Number of Professionals In Firm	Number of Active Contracts	Total Original Value of Cost of Construction for Contracts (A)	Total Value of Construction Completed to Date for these same Contracts (B)	Balance to Completed (Backlog) (A-B)
Currently			\$	\$	\$
One Year Ago			\$	\$	\$
Two Years Ago			\$	\$	\$

9.0 PROJECT SCHEDULE

The timely completion of services is important to the overall success of the initiative. Provide a proposed timeline/schedule depicting the anticipated activity of the firm during the various phases of the project. The proposed schedule will be evaluated upon the amount of time your firm estimates is required to execute the scope of services while maintaining the necessary levels of quality control to meet professional standards.

PART D: INTERVIEW (if requested)

1.0 SCHEDULE

Interviews with firms shortlisted by the committee will be conducted as indicated in the Key Dates Schedule. The exact times of the presentations/interviews are yet to be determined.

It is recommended that participating firms prepare their whole project team for a tentative interview by holding the scheduled interview date should an interview be extended.

2.0 ATTENDEES

The key individuals responsible for both construction and pre-construction services for the project should attend the interview, if an interview is requested. A list of attendees will be requested when the presentation time is scheduled.

Individual solicitation of these individuals throughout the selection process is prohibited.

3.0 AGENDA

The total oral presentation/interview time will likely be limited to one hour, allowing 30 minutes for presentation of any materials by the firm followed by interview questions and answer by the Owner. Issues to be addressed during the interview include:

- Understanding of the initiative
- Relevant project experience
- Team organization
- Experience, skill-set and demonstrated leadership of proposed project team
- Project cost estimating experience
- Proposed project schedule
- Proposal for compensation
- Familiarity with project site/location
- Interaction throughout selection process

PART E: FEE PROPOSAL SUBMISSION REQUIREMENTS (Is not required for this Request for Qualifications but will be required in a forthcoming RFP)

1.0 SCOPE OF WORK

The Scope of Work shall be as indicated in the earlier and as outlined above. The Scope of the Work will involve both pre-construction and construction phase services, with the intended form of contract for the project being AIA Document A133-2009 (GMP) or A134-2009 (no GMP), with AIA Document A201–2007, General Conditions of the Contract for Construction. The Scope of the Work shall include all necessary site work required by the owner for occupancy. The scope of such site work may include:

- Parking Areas, and Walk Paths
- Site Lighting
- Grading, Seeding, and Irrigation
- General Site Improvements
- Utilities Integration

2.0 SUBMISSION CONTENT REQUIREMENTS

The firm's fee proposal must be submitted with the forthcoming request for proposal and organized as follows, with a separate figure provided for each category of fee.

Present fee proposal as follows:

A. Pre-Construction Services: To be reported as a lump sum, fixed fee

Include an outline of the work to be performed and proposed fees associated with the firm's delivery of said pre-construction services during the design development and construction documentation phase of the project, including, but not limited to cost estimating, drawing/constructability review, scheduling, and participation in pre-construction phase project meetings.

B. General Conditions: Reported as a fixed fee, per month

With the understanding that the General Conditions for the project will be as outlined in the standard AIA Document A201-2007, include a comprehensive list of those components and their respective charges as typically utilized and incurred by your firm, and paid on behalf of, and to be reimbursed by, the Owner.

C. Overhead and Profit: Reported as a percentage of the Cost of the Work

With the understanding that the scope of the project, and anticipated construction costs are as indicated above and as described in earlier, please include in this fee all work or services to be performed in managing the construction during the construction phase of the project with the exception of those items reported in items (B) and (D).

D. Reimbursable Expenses: Reported as a not-to-exceed amount

Include all anticipated, additional expenses associated with the performance of construction management for the project and not included in item (B) above. A description of the items included in this category should be included.

NOT TO BE INCLUDED IN THE forthcoming RFP PROPOSAL

Please do not include costs for any of the following in the fee (RFP) proposal:

- Builder's Risk Insurance
- Bonding Fees
- Taxes
- Permit Fees

3.0 SUBMISSION DELIVERY REQUIREMENTS

Fee proposals will be requested only of firms issued a Request for Proposal. Do not provide a Fee Proposal as part of your response to this Request for Qualifications!

Requests for fee proposals and interview invitations will be issued as indicated in the Key Dates section of this document.

END

PROFESSIONAL SERVICE CONTRACT

CR _____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and **(Name of Consultant)** located at **(Address)** ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**, with an option to extend an additional _____ year(s).

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: **INSERT DEPARTMENT, DEPARTMENT ADDRESS & CR#**_____, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation,

partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April

30, 2015 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVI - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVIII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Robert Tetens (DATE)
Director of Parks & Recreation

APPROVED AS TO CONTENT:

CONSULTANT

By: _____
Robert Tetens (DATE)

BY: _____
(Name of Consultant) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

4.0 SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.