

**REQUEST FOR PROPOSAL
#6841**

**Pre-Construction and Construction
Management Services for
Eastside Community Recreation Center**

City of Ypsilanti, MI

FOR

**Washtenaw County
Parks & Recreation Commission**

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6841

April 23, 2015

Washtenaw County Purchasing Division on behalf of Washtenaw County Parks & Recreation Commission (WCPARC) is issuing a sealed RFP #6841 for pre-construction and construction management services related to the development of a new Eastside Community Recreation Center in the City of Ypsilanti, MI.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Tuesday, May 5, 2015 at 2:00 pm EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6841**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Coy Vaughn, Deputy Director, WCPARC, **via e-mail only** at vaughnc@ewashtenaw.org.

Thank you for your interest.

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PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Consultant”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“WCPARC”	Washtenaw County Parks & Recreation Commission

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; 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.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR 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.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **One (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of three year(s), with an option to renew an additional one year, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone. Staff will consider the response to this RFP as well as the qualifications that were represented in the response to RFQ #6837.

The project award will involve a four step process:

1. Proposals received by the WCPARC will be reviewed and evaluated by Commission staff.
2. Consultants will be invited to an interview at the WCPARC Administrative Offices.
3. Based on the results of the interview, staff will make a recommendation to the Parks & Recreation Commission on whom to offer a contract for the project.
4. The Commission will make the final decision on what firm shall be engaged to complete the project.

Interview

An interview committee comprised of senior project leadership from WCPARC and the YMCA, along with support from project consultants, will conduct the interview. It is expected that your firm's proposed project team be present for the interview, allowing opportunity for dialogue among all participants. **A tentative interview date has been set for Thursday, May 7, 2015.**

The total oral presentation and interview time will be limited to one hour, allowing 20-30 minutes for presentation of any materials by the firm followed by interview questions and answers by the Owner. Issues to be addressed during the interview include those in the original RFQ and the following:

- Proposed Project Team
- Description of Your Firm
- Relevant Project Experience (in further detail, and with more examples than that offered in RFQ submission)
- Experience in Cost Estimating and Budget Management
- Understanding of Project Schedule and Scope
- Familiarity with the project site/location
- Proposed Fee/Compensation Proposal (see attached)

IV. PROPOSAL SPECIFICS

A. GENERAL

Purpose of Proposal:

A positive evaluation of submitted qualifications for RFQ #6837 has resulted in your firm being selected to interview with key project leadership as it identifies the firm it wishes to engage for pre-construction and construction management services relative to the Eastside Community Recreation Center project. Among the selection criteria, proposed fees for the scope of services required will be considered. This Request for Fee Proposal provides the information and requirements necessary for your firm's written response to this request.

The scope of the project is as outlined in the earlier Request for Qualifications #6837, and as follows:

Eastside Community Recreation Center - 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

Scope of Services

The Scope of Work shall be as indicated in the earlier Request for Qualifications #6837 and as outlined below. 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), with AIA Document A201-2007, General Conditions of the Contract for Construction. The Scope of

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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

Clarifications

Any questions and/or needs for clarification regarding this Request for Fee Proposal should be directed to:

Coy Vaughn, Washtenaw County
vaughnc@ewashtenaw.org

Submission Content Requirements

The firm's fee proposal must be submitted with the qualifications 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,

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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 FEE PROPOSAL

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

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

Project Background and Overview

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 YMCA facilities opened in the past 10 years in diverse locations around the Country.

Preliminary market, program, and site studies have been conducted by Commission staff. 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.

Over a decade ago the City of Ypsilanti 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

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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.

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 east of the river. 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 and continues east.

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 the removal of leaking underground storage tanks and replacement with clean fill to a depth of approximately 25-feet. An updated Phase I Environmental Assessment has been completed and a BEA and Due Care Plan are underway. 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.

1 PROPOSAL PROVISIONS

1.1 Changes in RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposals, or should the proposer find any patent ambiguity, inconsistency or omission therein, the proposer shall make a written request for an official interpretation or correction. Such requests shall be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the WCPARC may decide to include, will be made only as an addendum, which will be e-mailed and posted on the Purchasing Department website for each firm recorded as having received a copy of the RFP. Any addendum issued by the WCPARC shall become a part of

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the RFP and shall be taken into account by each proposer in preparing his or her proposal.

1.2 Proposal Receipt

Proposals must arrive on or before **2:00 pm, Tuesday, May 5, 2015**. Prospective firms are responsible for the timely delivery of their proposal.

Proposals must be submitted to:

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

1.3 Disclosures

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.

1.4 Type of Contract

A standard Professional Service Contract will be executed between the WCPARC and the consultant (see Appendix A). 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.

1.5 Questions and Additional Information

E-mail Coy Vaughn, Deputy Director at vaughnc@ewashtenaw.org with technical questions regarding this RFP.

1.6 Cost Liability

The WCPARC assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Contract (Appendix A).

1.7 Modifications in Scope

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The County reserves the right to modify the scope of the services in the Service Contract.

1.8 Pricing

All proposers submitting proposals agree that their pricing is valid for a minimum of 180 days after proposal submission to the County.

1.9 Familiarity with this RFP

All proposers certify that they have carefully and thoroughly reviewed this RFP, understand the nature and scope of the work to be done, and that this proposal is based on the terms, specifications, requirements and conditions of this RFP.

1.10 Alternate Proposals

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

1.11 Acceptance and Exceptions to this RFP

All requested information in this RFP must be supplied. If a proposer takes exception to certain requirements in this RFP, the exceptions must be clearly identified, and a written explanation provided to explain the scope of the exceptions and a description of the advantages or disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject any exceptions or specifications within the proposal; such rejections may cause the rejection of the entire proposal. Proposers may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

2 CONTRACT PROVISIONS

All Services and other deliverables will be provided by vendor pursuant to the terms of the County's standard Professional Service Contract, a copy of which is attached to this RFP. Vendor must acknowledge its agreement to the terms of the Professional Service Contract in its proposal, or otherwise identify the provisions of the contract with which it does not agree, including in each case the basis for the disagreement.

The following Fee Proposal and Signature Page (next page) must be completed, signed and submitted as part of the proposal.

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FEE PROPOSAL and SIGNATURE PAGE

Having carefully reviewed this RFP, visited the site and made suitable preliminary investigations, our company is willing to provide the requested services listed in this RFP, to construct the Eastside Community Recreation Center in Ypsilanti for the following fee:

- | | |
|---|----------|
| 1. Cost to complete Item A, Pre-construction Services | \$ _____ |
| 2. Cost to complete Item B, General Conditions | \$ _____ |
| 3. Cost to complete Item C, Overhead & Profit | \$ _____ |
| 4. Cost to complete Item D, Reimbursable Expenses | \$ _____ |
| 5. Total Cost to complete project | \$ _____ |

Amount #5 above in words _____ dollars

The Proposer shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this proposal, it is understood that the right is reserved by the OWNER to accept any proposal, to reject any or all proposals, and to waive irregularities in this RFP in the interest of the OWNER.

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	
_____	_____
Date	City State Zip
_____	_____
Telephone #	Fax #
_____	_____
Federal Tax ID #	Email Address

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- By checking this box we hereby certify that we are a Washtenaw County company as defined in Section F of the Request for Proposal. 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.

IF THIS INFORMATION IS NOT SUBMITTED WITH SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

Appendix A

PROFESSIONAL SERVICE CONTRACT

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

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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

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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: _____ (DATE)
Lawrence Kestenbaum
County Clerk/Register

By: _____ (DATE)
Verna J. McDaniel
County Administrator

APPROVED AS TO CONTENT:

CONSULTANT

**RFP #6841 Construction Services for the Eastside
Community Recreation Center**

By: _____
(Department Head) (DATE)

BY: _____
(Name of Consultant) (DATE)

APPROVED AS TO FORM:

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