

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6659

Multidisciplinary Consulting Services

(engineering, environmental, landscape architecture,
and surveying services)

for:

*Washtenaw County
Parks and Recreation Commission
Ann Arbor, Michigan*

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Anne Strieter
Interim Purchasing Manager
(734-222-6760)





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

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

REQUEST FOR PROPOSAL #6659

January 5, 2012

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) # 6659 for Multidisciplinary Consulting Services for County Parks' properties.

Sealed Proposals:

Consultant will deliver **one (1) original and four (4) copies** to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

by 3:00 p.m. on January 24, 2012

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

- The envelope should be clearly marked "**SEALED RFP # 6659**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at **734-222-6760** or strietera@ewashtenaw.org
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319** or kentr@ewashtenaw.org

There is a **MANDATORY prebid conference at 10:00 am on January 12, 2012** at the Washtenaw County Parks and Recreation Commission office at 2230 Platt Road, in Ann Arbor.

Thank you for your interest.

I. PROPOSAL INFORMATION

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

II. PROPOSAL 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, **Five copies (5)**, the **original and four (4) copies** (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward, 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.

III. CONSULTANT INFORMATION

Proposals are sought from firms with recognized expertise in landscape architecture, surveying, civil engineering and environmental consulting. Proposals submitted by a team of no more than three firms are acceptable, but teams must demonstrate a history of working together to complete a number of projects successfully.

The project documents required for reviews and construction of projects for this RFP must be prepared and signed by a professional architect, landscape architect, engineer or surveyor registered in the state of Michigan.

PROPOSAL CONTENTS

Proposals should provide the following information:

1) Introduction:

Summary of the key points of the proposal.

2) Project Team and Management:

(a) Organization: State the full name of your organization. This section should include a listing of the staff and management.

(b) Prior Experience: Indicate the relevant experience of the firm in undertaking this work.

(c) Key Staff: Indicate the background and relevant experience of the individuals principally responsible for completion of the work. Identify the roles, responsibilities and time commitment of all key staff. Include resumes of key staff.

(d) List of client references.

3) Scope of Services:

Provide a detailed scope of services, outlining the manner in which the bidder intends to proceed in accomplishing the proposed scope of work (see Section VI, part B Scope of Services).

4) Deliverables:

Describe the final work products anticipated from this project.

IV. AWARD

The 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 based on, but not limited to, the following criteria:

1. Method of Approach

2. Capability and Qualifications: Appendix B, the Qualifications and Experience form (3 pages) must be completed in full.

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3. Work Experience: Provide evidence of experience with projects of the type outlined in this RFP (Projects A, B, and C). If your proposal includes working with another consultant to provide the full range of services required, provide evidence of past successful collaborations with those firms.

4. Location: Due to the need for frequent face to face meetings with the consultants and WCPARC staff, the County is most interested in engaging a consultant whose local office is within 45 miles of the WCPARC office at 2230 Platt Road in Ann Arbor, MI.

5. Cost

Submitters of the best proposals may be invited to meet with County personnel, in an interview format, to discuss their proposal in greater detail. These candidate interviews are scheduled for Tuesday, January 31, 2012. Candidates will be contacted to schedule an interview time. The County prefers to award the entire contract to a single contractor. However separate contracts may be awarded.

V. TERM OF THE CONTRACT

The initial contract term will be from January 2012 to December 31, 2013. The contract may be extended for an additional two years with the same terms and conditions if the County and the contractor agree. Before the contract can be terminated, 30 days written notice is required.

VI. PROPOSAL SPECIFICS

A. GENERAL INFORMATION

I. Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional consulting services for development projects the Parks Commission will plan, design and construct in the next two years. Projects will vary from planning studies in which the final product is likely to be a written report to full services for a large construction project (preliminary investigations, design, construction drawings, contract administration and site supervision). The projects outlined in this RFP are representative of the types of projects requiring consultant services. The selected consultant(s) will not be limited to work solely on these projects, however.

The number of major projects per year will vary but probably will fall in the range of from 2 to 3, perhaps more. The Consultant who is awarded the contract will be required to prepare detailed cost quotations prior to the commencement of work on each individual project. Payment will be made on the basis of these individually approved service requests.

II. Issuing Office

The RFP is issued by the Washtenaw County Parks and Recreation Commission. All correspondence, questions and additional information regarding this RFP shall be addressed to:

Richard Kent, Park Planner
Washtenaw County Parks and Recreation Commission
PO Box 8645
Ann Arbor, Michigan 48107

Telephone: (734) 971-6337 x319

Email: kentr@washtenaw.org

III. Proposals

One (1) original and (4) four copies of the proposal shall be submitted, (one unbound for copying). The total submittal shall not be more than 10 pages (letter size) with material on two sides. To be considered, each firm must submit a complete response to this RFP using the format provided in Proposal Contents. No other distribution of proposals is to be made by the submitter. The proposal must be signed in ink or with an electronic signature by an official authorized to bind the submitter to its provisions.

IV. 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 sent to each firm recorded as having attended the prebid conference on January 12, 2012. Any addendum issued by the WCPARC shall become a part of the RFP and shall be taken into account by each proposer in preparing his or her proposal.

V. Proposal Receipt

Proposals must arrive at Washtenaw County Purchasing, Administration Building, 220 N. Main, Ann Arbor, MI 48104 on or before **3:00 pm, January 24, 2012.**

Prospective firms are responsible for the timely delivery of their proposal.

VI. 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.

VII. Type of Contract

A standard Washtenaw County 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.

VIII. Cost Liability

The WCPARC assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Service Contract. The liability of the WCPARC is described in Appendix A, Professional Service Contract.

B. SCOPE OF SERVICES

Representative Projects

Project A - Independence Lake Entry Modifications

The site for this project is Independence Lake County Park at 3200 Jennings Road, Whitmore Lake, Michigan. It is basically a roadway engineering project meant to enhance vehicular traffic entering and exiting the park.

The project scope elements include, but are not limited to:

Surveying services

- Topographic survey of the site to obtain all necessary data to support design efforts

Engineering and related services

- Widening the entrance drive to accommodate two exit lanes, one entry lane, and vegetative median strip
- Realignment of maintenance facility driveway
- New gatehouse(s) and security gates
- Construction of two lane roadway approach to gatehouse(s)
- Realignment of exit drive near the gatehouse/boat launch area
- Natural boulder/stone walls at the entry
- A paved pedestrian pathway
- Roadway signage and lighting
- Earthwork grading
- Landscape plantings and restoration

Preliminary estimated construction budget is \$300,000.

The consultant shall prepare final plan and profile sheets, sufficient details and specifications so a knowledgeable contractor could prepare a responsive bid and subsequently construct the project if so directed by WCPARC. The costs for all revisions of preliminary plans and meetings with WCPARC and the permitting agencies should be included with your fee estimate.

Review and approval of plans will be required from Washtenaw County Soil Erosion, Washtenaw County Road Commission, and the Office of the Water Resources Commissioner. All permit applications must be prepared and submitted to the respective reviewing agencies. Fees for these agency reviews will be paid directly to each by WCPARC. The consultant will be responsible for making all changes to plans requested by reviewing agencies, as directed, at no additional cost to WCPARC. Review and approval processes can often be lengthy and the consultant should not underestimate the time and expense involved to make plan revisions.

The plans and specifications for this and all construction projects should be of sufficient depth and detail so that a knowledgeable contractor could prepare a bid to complete the work based **solely on this information**.

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Minimum drawing requirements

The following items are typically required. It will be the consultant's responsibility to ensure that all information required by WCPARC and all reviewing entities is submitted in a satisfactory order.

1. Property or project name, title block, north arrow, date and scale.
2. Location map showing site location, major roads, and railroads, etc.
3. Property identification numbers and bearings and distances of property lines and easements.
4. Location of all existing buildings, 100 year floodplains, regulated wetlands, lakes, streams, ponds, wells, drives, public and private roads, pedestrian paths, easements, utilities, and required setbacks from all property lines.
5. Location of all existing structures and driveways within 100 feet of the subject property line (when applicable).
6. Soil types and characteristics based on USDA Soil Conservation Service, "Soil Survey of Washtenaw County". Soil erosion control notes and details.
7. Existing utilities and centerlines of ditches and County drainage courses entering and leaving the site.
8. Existing and proposed contours at 1 or 2 foot intervals based on need of clarity or spot elevations to illustrate grading and drainage design intent.
9. Location of stands of trees and method of protection for trees to remain.
10. Location, type and size of all proposed signs and fences.
11. The plans must be sealed and signed by a licensed Professional (Architect, Engineer, or Landscape Architect), with an original signature in ink.
12. Legend of symbols and abbreviations used.
13. AutoCAD files (saved in version 2009) on CD or thumb-drive for WCPARC files.
14. Provide up to twenty (20) printed copies of documents for solicitation of bids or submittals to permit agencies as necessary.

Project B - Site Plan Development Natural Areas Preserve

The Washtenaw County Parks and Recreation Commission purchases property through the County Natural Areas Preservation Program (NAPP) to establish nature preserves. Prior to a purchase the County follows a process of due diligence to determine if purchasing the property is a prudent decision. The main steps include a Phase 1 Environmental Site Assessment (ESA) and a boundary survey.

After purchase the property has to be provided with a driveway, parking lot, signage and trails to facilitate public access. The County works with the community where the preserve is located to comply with local planning and zoning requirements. The

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consultant assists with the gathering of information, preparation of site plan approval drawings, along with construction drawings and specifications, project construction administration and construction closeout documentation.

WCPARC anticipates the construction of a parking lot and related amenities for the recently purchased Trinkle Marsh at Easton Farm Preserve on the east side of Dancer Road in Lima Township.

Basic Program

Driveway from Dancer Road

6 space gravel parking lot (near the road)

Nature trails to provide access to significant site features

Marsh overlook (with 200 sf wooden deck)

Services Required (at a minimum)

Preliminary site plan to use in preliminary discussions with Lima Township.

need to conform to the Township's Zoning Ordinance and Site Plan Review process

Construction documents (drawings and specifications) for the construction of the parking lot and driveway and minor site improvements to obtain approvals from all regulatory agencies: Washtenaw County Water Resources Commissioner, Washtenaw County Road Commission (including sight distance survey, if required), Washtenaw County Soil Erosion, Lima Township and the MDEQ.

Topographic survey in areas of construction influence

Construction cost estimate

Attendance at review meetings

Revision of drawings as required

Electronic copies of documents for solicitation of bids through Washtenaw County Purchasing

Construction Administration

On site supervision as required

Review of shop drawings

Review of contractor pay requests

Coordination and Minutes of meetings

Preparation of interim and final punch lists

Project closeout

Preliminary Budget Estimate (construction costs) \$ 50,000

Drawing Requirements

Same as Project A above

Project C - Nonmotorized “Border to Border” Trail Segment

The “Border to Border” trail is a multiagency, collaborative project to construct a multiuse trail traversing Washtenaw County, from Livingston to Wayne County, along the Huron River. Public benefits include: transportation, recreation, habitat protection, storm water control and access to the beauty of the river. When completed, the 35 mile trail will permit non-motorized travel through the linked open spaces encompassing Washtenaw County’s most distinctive natural feature - the Huron River Corridor. The trail consists of 13 segments labeled A through M from west to east. This project is part of the D segment between the Village of Dexter and Delhi Metropark. Due to its length the D segment has been divided into two sub-segments D1 and D2. The D1 segment is in construction currently. This project is directly concerned with segment D2 from Dexter Huron Metropark to Delhi Metropark a distance of about 3 miles.

The basic trail route was investigated and mapped out by Pollack Design Associates in 2004. A copy of the complete map is available for viewing on the County Parks website:

http://www.ewashtenaw.org/government/departments/parks_recreation/greenways/b2b-segment-d-map-for-rfp-6659

This route will be the starting point but may be modified if justified. This trail will begin in Dexter Huron Metropark on the north side of the River where it will connect to the existing D1 trail. The trail route will follow the river shoreline where possible but will stay north of the railroad where present. (Note: The “Oxbow route” in the report with two bridges is no longer under consideration). The majority of the route will be in an area with a Natural Rivers Designation and this effects site design and development. Near the eastern end of the segment the trail will cross the river by a new bridge to enter Delhi Metropark (see Appendix D for the preliminary trail route).

The following information should be considered in preparing a cost estimate:

Services Required:

- Route planning (including alignment feasibility)
- Engineering design development
- Archeological study for SHPO clearance
- Phase 1 Environmental Site Assessment
- Identification of potential/necessary easement acquisitions
- Geotechnical investigations
- Topographic survey
- Contract documents
- Permit applications (see below)
- Construction Administration

Potential Project Elements:

- Asphalt trail 14,000 lf, trail width 10'
- Steel bridge with concrete abutments over Huron River, 120' span, width 12' safe vertical clearance for cyclists and pedestrians
- Boardwalk required in wetland areas, 1,000 lf
- Trail amenities (bicycle hoops, seating, signage, etc.)
- River viewing amenities
- Landscape plantings and restoration

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Engineering drawings need to be prepared for the selected option by a consultant who is prequalified by MDOT.

All features normally involved in a typical Phase 1 ESA must be investigated and reported to the County. The scope of work shall be based on the American Society for Testing and Materials *Standard Practice for Environmental Site Assessments*:

ESA E-1527-05 which defines good commercial and customary practice for conducting an ESA and establishes “due diligence”.

Site plan approvals will be required from, Scio Township, Huron-Clinton Metropolitan Authority (HCMA the landowner) Washtenaw County Soil Erosion, Washtenaw County Road Commission and the Office of the Washtenaw County Water Resources Commissioner, the Michigan Department of Environmental Quality (MDEQ), the Michigan Department of Natural Resources, Natural Rivers Division, and the Norfolk Southern Railroad.

Preliminary Budget Estimate (construction costs) \$ 5 million dollars

C. PERFORMANCE SCHEDULE

RFP issued	January 5, 2012
MANDATORY Prebid conference	January 12, 2012 at 10:00 am
Proposal submittal deadline	January 24, 2012 at 3:00 pm
Candidate interviews	January 31 2012
Selection recommendation	February 2, 2012
Contract award	February 7, 2012 (Commission meeting)
Contract signing and project 1 kick-off meeting	February 9, 2012

Execute contract in February 2012 for a two (2) year term. The contract may provide for an extension of an additional 2 years by mutual agreement. The consultant will complete the documents required for each individual project, or agreed upon project stage/phase within ninety (90) days from the date of a notice to proceed. Final payment will be based on receipt and approval of the final reports and/or drawings and specifications required to complete the project.

D. FEE

A proposal for fees for services, including reimbursable expenses, is requested on the following page. Include all work and staff required, appropriate overhead and fixed fee (profit) stipulated. List the estimated time commitment for each staff person as the percentage of the total time required for projects A and D. Additional pages may be included if required.

E. DISCLAIMER

The County reserves the right to negotiate any changes in work plan as submitted by the respondents, including additions to or deletions from the plan. Such negotiations shall not necessitate republication of a Request for Proposals. The County further reserves the right to refuse any and all proposals.

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VII. SIGNATURE PAGE

The undersigned agrees to enter into an agreement with the County to provide the services described for:

Project A

Independence Lake Entry Drive

Topographic survey \$ _____

Engineering and related services \$ _____

Project B

Natural Areas Preserve Development

Due Diligence

Boundary Survey \$ _____

Phase 1 ESA \$ _____

Site Plan Development \$ _____

Project C

Nonmotorized B2BTrail Segment \$ _____

Grand Total all 3 projects \$ _____

(amount in words) _____ dollars

Signature Date

Company Name

Print Name

Company Address

Title

City St. Zip

Telephone # Fax #

email Address

Federal Tax ID #

The above individual is authorized to sign on behalf of the company submitting proposal. This bid is valid for 90 days from the date of the above signature. **Include this signed sheet in your proposal.**

Appendix A

PROFESSIONAL SERVICE CONTRACT (SAMPLE)

AGREEMENT is made this _____ day of _____, 2012, 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)**.

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 the Consultant is neither an employee nor an agent of the County for any purpose.

Section 4 - 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 - 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 VII- 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 & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - 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 IX - 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 X - 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 XI - 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 XII - 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 \$11.05 per hour with benefits or \$12.96 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, 2012 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 XIII - 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 XIV - 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 XV - 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 XVI - 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 XVII - 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 XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX - 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 XX - 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 XXI - 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 XXII – ELECTRONIC SIGNATURES

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

Appendix B

QUALIFICATION AND EXPERIENCE STATEMENT

Washtenaw County requires supporting evidence regarding Bidder's Qualifications and competency. The Bidder must furnish all of the applicable information listed below and this information must be submitted with the sealed bid at the time of the Bid Opening. The Qualifications and Experience Statement (below) must be type written or neatly printed and signed in ink.

QUALIFICATIONS AND EXPERIENCE

The Undersigned certifies that the information provided herein is true and sufficiently complete to not be misleading.

Submitted By: _____

Name: _____

Address: _____

Telephone No. _____ Fax No. _____

Email _____

Principal Office: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Professional Staff (No. of each)

Architects _____ Planners _____

Engineers _____ Surveyors _____

Landscape Architects _____ Environmental Scientists _____

Other: _____ (Please Specify)

Other: _____ (Please Specify)

RFP #6659 Multidisciplinary Consulting Services

ORGANIZATION

How many years has your organization been in business? _____

Under what other or former names has your organization operated?

_____ No. of years _____

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

Name(s) of General Partner(s): _____

If your organization is individually owned, answer the following:

Date of Organization: _____

Name of Owner: _____

If the form of your organization is other than those listed above describe it and name the principals:

RFP #6659 Multidisciplinary Consulting Services

EXPERIENCE

In the space below, (or on a separate sheet) list the major design and construction projects your organization has completed in the past five (5) years, giving the name of the project, owner, architect/engineer, contract amount, and date of completion.

PROJECT	OWNER and CONTACT	ARCH/ENG	CONTRACT AMOUNT	DATE OF COMPLETION

CLAIMS AND SUITS

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____ (if the answer is yes, attach details)

REFERENCES

Trade References: _____

Bank References: _____

Dated at: _____ this _____ day of _____, 20____

Name of Organization: _____

By: _____

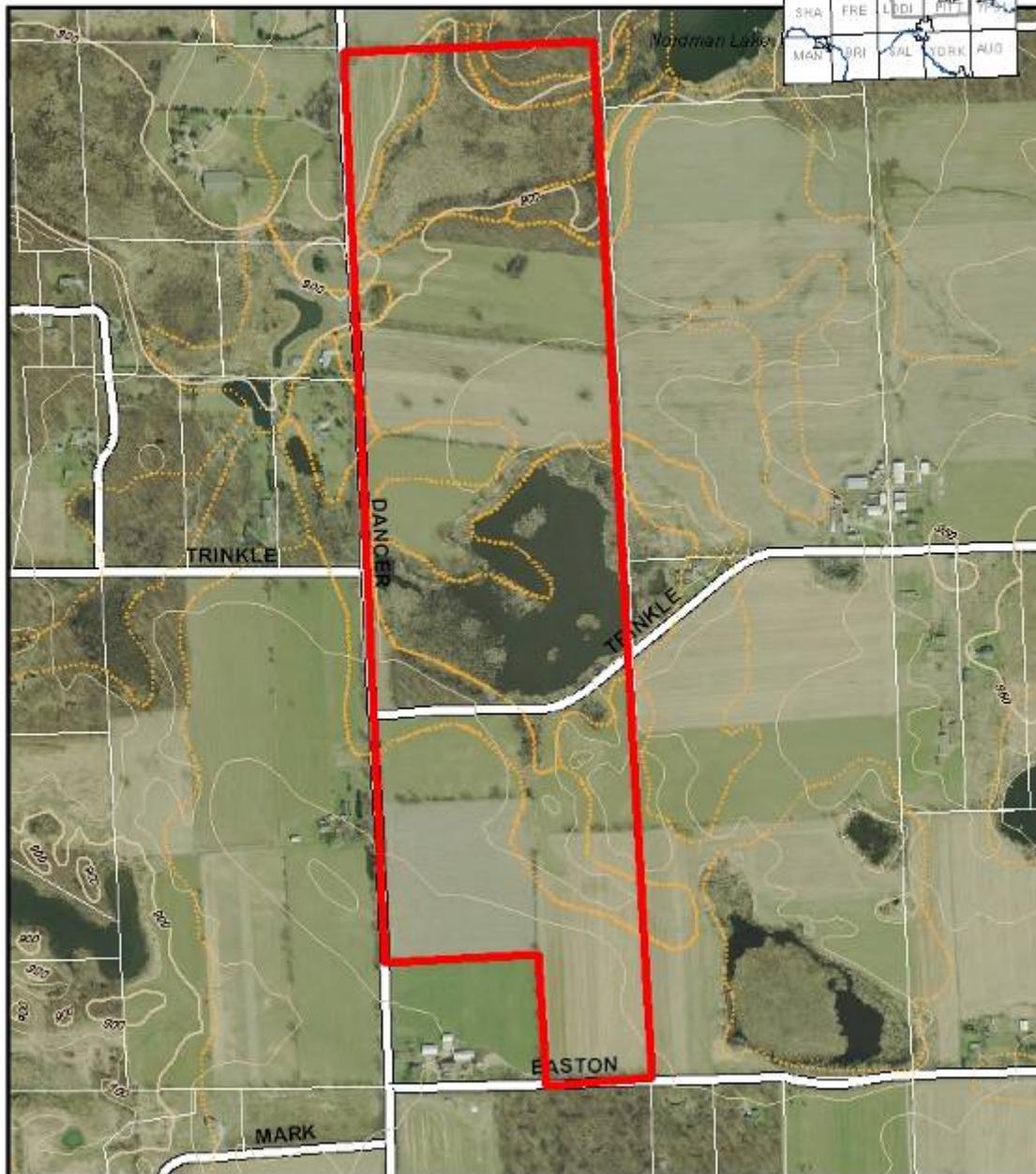
Title: _____

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

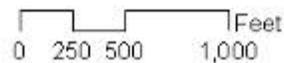
Appendix C
LOCATION MAP

**Trinkle Marsh at Easton Farm
Lima Township**

Washtenaw County
Locator Map



Prepared by Washtenaw County Parks & Recreation Commission
2010 Aerial Photo; USGS Topographic Contours (1:24,000)



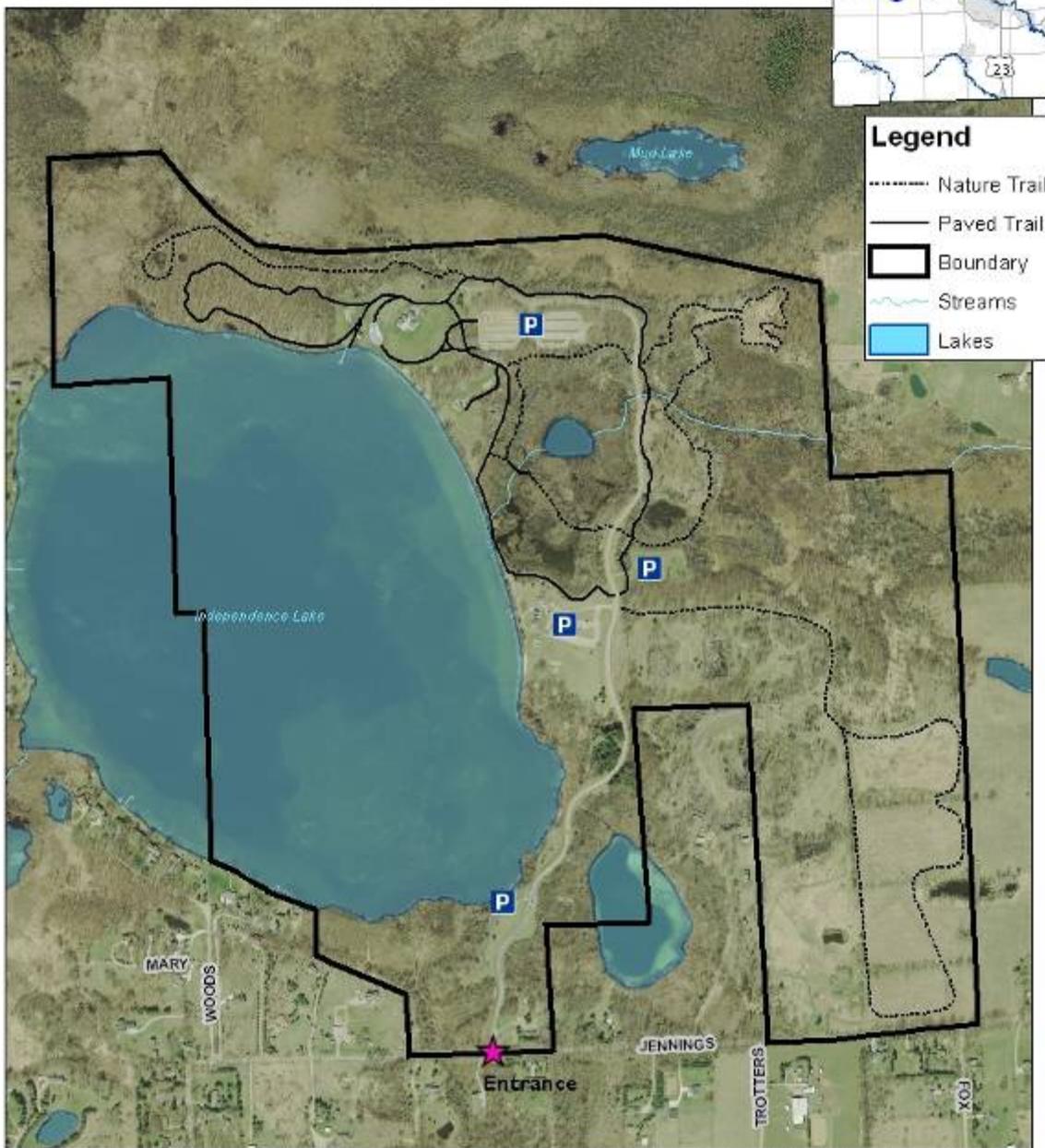
Appendix D

AERIAL PHOTO

Independence Lake Park

395 acres

Washtenaw County
Locator Map



Prepared by Washtenaw County Parks & Recreation Commission
Washtenaw County 2010 Aerial

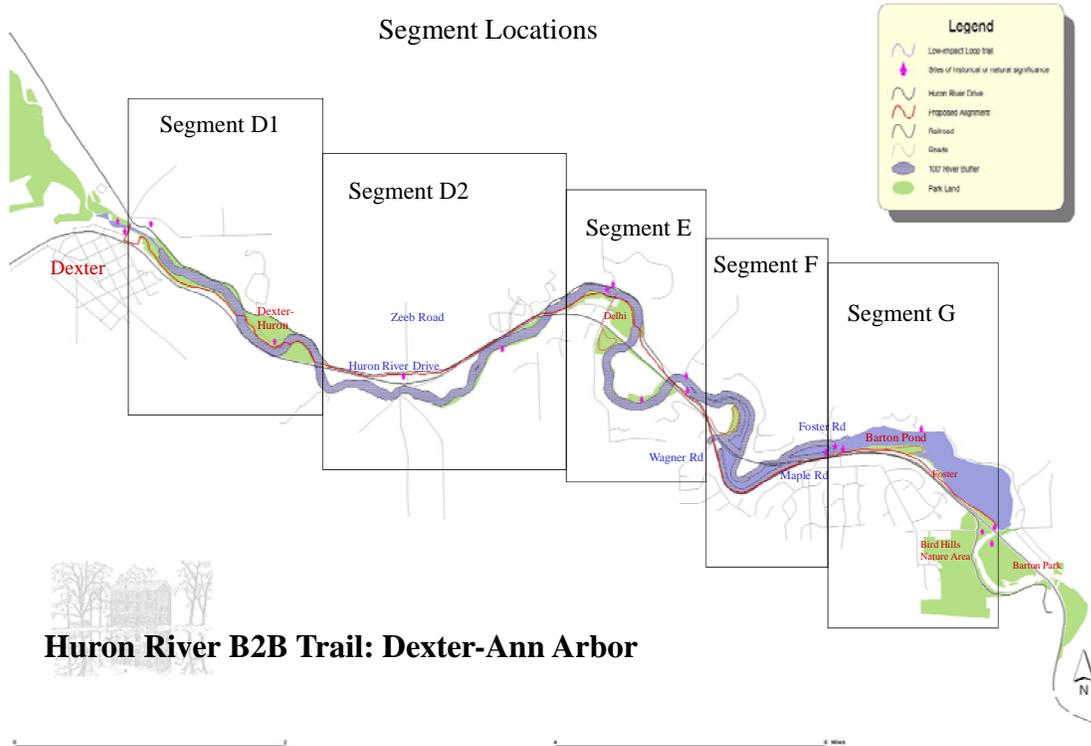


**Washtenaw County
Parks & Recreation Commission**
(734) 971-6337
parks.ewashtenaw.org



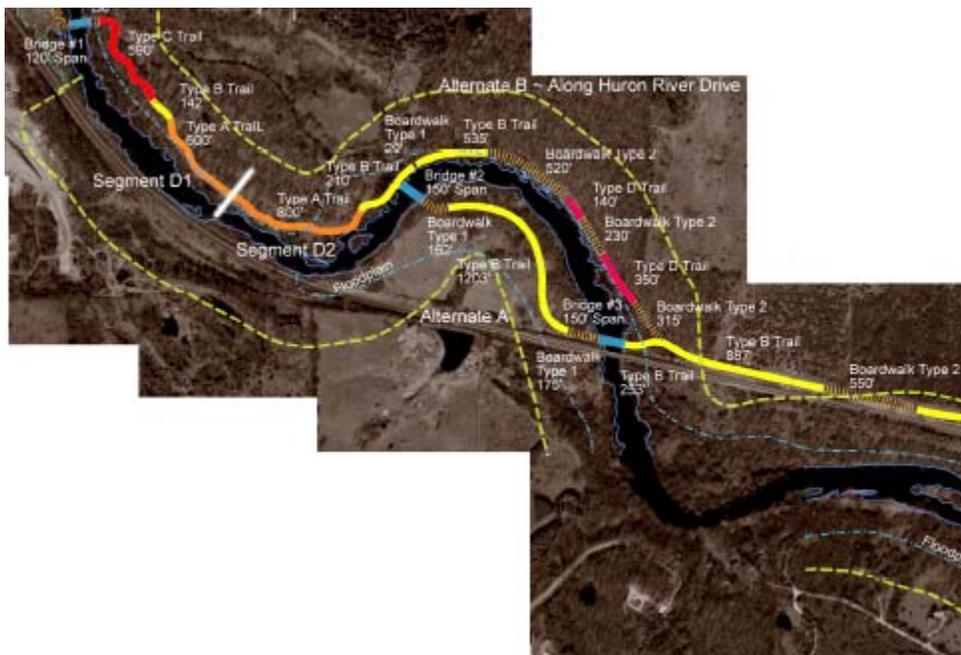
Appendix E

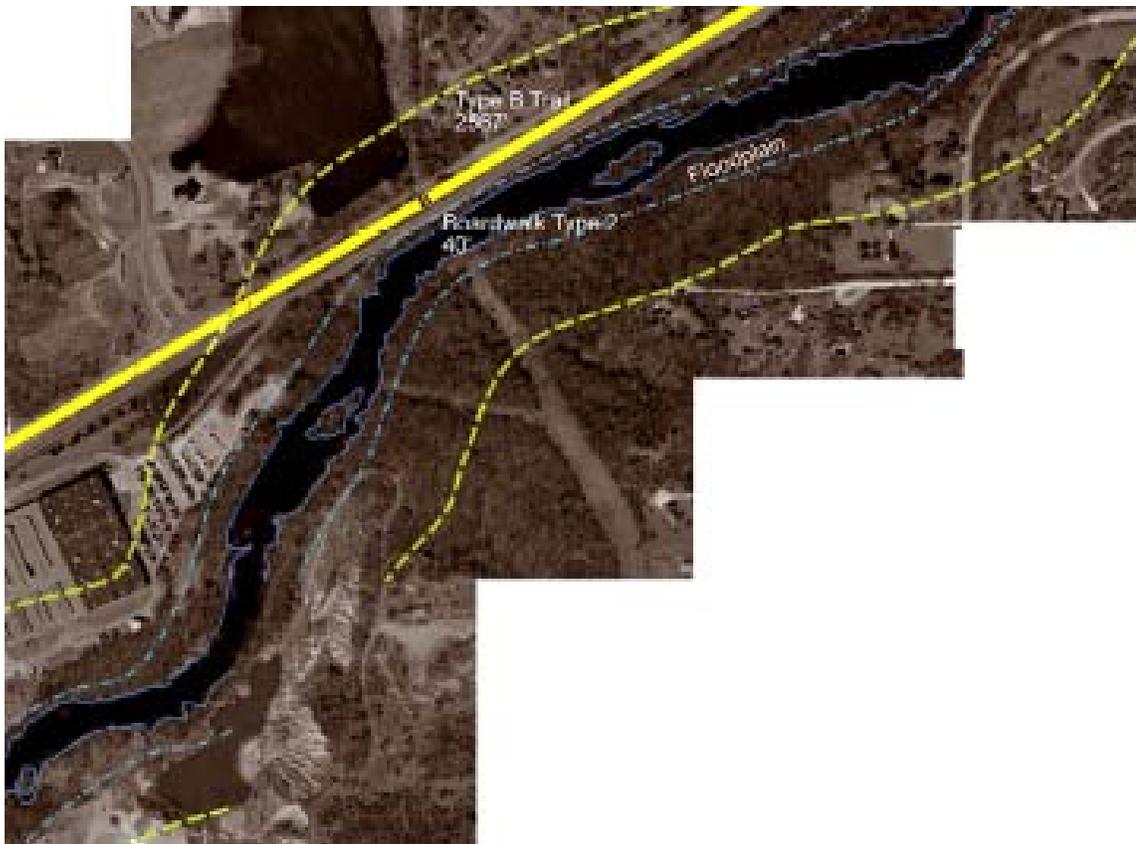
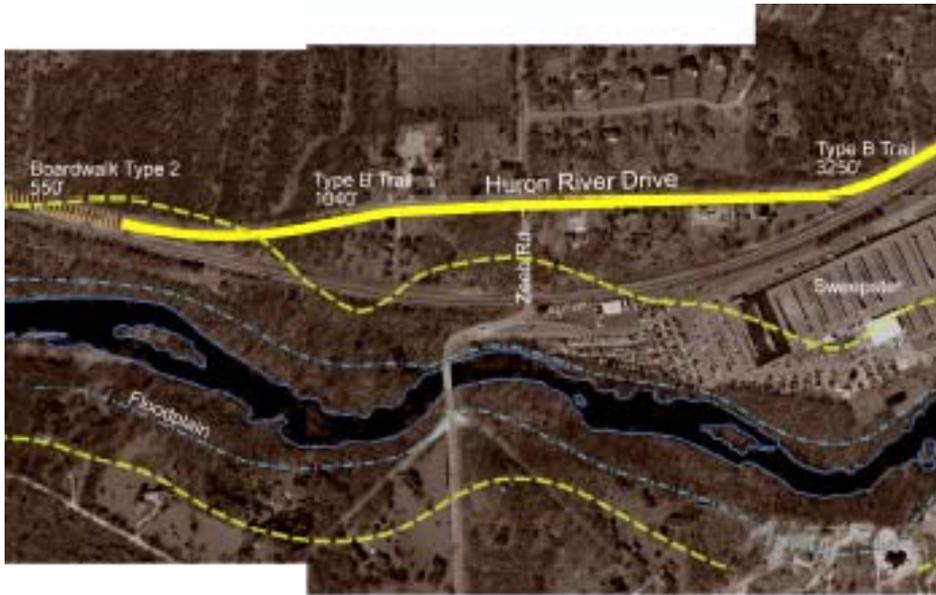
Location Maps Project C Nonmotorized D2 Trail Segment



Huron River B2B Trail: Dexter-Ann Arbor

D2 WESTERN TERMINUS – start of trail





D2 EASTERN TERMINUS – end of trail

