

←BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL #6608

Design Services for Phase III Water Park Improvements at Rolling Hills County Park

for

Washtenaw County Parks & Recreation Commission

Prepared By:

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

Robert G. Devault
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 #6608

May 19, 2011

Washtenaw County Purchasing Division on behalf of Washtenaw County Parks & Recreation Commission is issuing a sealed RFP #6608 for design services related to the development of plans for the construction of improvements to the Water Park at Rolling Hills County Park.

Sealed Proposals: Vendor will deliver 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. The proposal must be delivered to the County, on or before the date specified, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

by Wednesday, June 15 , 2011 by 2:00 pm

This submission shall respond to the entire Request for Proposal document, any amendments if issued, and provide requested attachments.

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

There will be a **Mandatory Prebid meeting** at the site located at 7660 Stony Creek Road in Ypsilanti Township, Washtenaw County, on June 3, 2011 at 3:00 pm, starting from the Park Headquarters.

- The envelope must be clearly marked "**SEALED RFP #6608**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner, at **734-971-6337 x319** or kentr@ewashtenaw.org.

Thank you for your interest.

RFP #6608 Design Services for Water Park, Phase III

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	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.

RFP #6608 Design Services for Water Park, Phase III

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.

III. AWARD

The project award will involve a four step process:

1. Proposals received by the WCPARC will be reviewed by Commission staff according to the evaluation criteria listed in this RFP.
2. Consultants who submit the highest rated proposals 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 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.

Evaluation Criteria

Proposals received in response to this RFP will be reviewed by WCPARC staff and scored in the categories listed below:

NOTE: **Points** listed (far right) for each category **are approximate**.

Technical correctness	10
<ul style="list-style-type: none">• Proposal is complete, submitted in correct format, all questions answered and all attachments included• Proposal language is concise and well written• Graphics of professional quality	
Demonstrated past performance with similar projects	20
<ul style="list-style-type: none">• Success of contractor in providing design services and construction management capabilities• Sufficient past project examples that include specific features relevant to the scope of this RFP and client contact information	

RFP #6608 Design Services for Water Park, Phase III

Organizational Capacity	20
<ul style="list-style-type: none">• Demonstrated ability to deliver comprehensive services and to carry out project from preliminary concept to site design and construction supervision• Ability to respond to Commission needs in a timely manner. This includes proximity to the WCPARC Administrative office in Ann Arbor and/or Rolling Hills Park• Ability to complete projects on assigned timeline and within budget	
Project Site Design and Construction	30
<ul style="list-style-type: none">• Narrative demonstrating an understanding of the work to be performed, the needs of park patrons, approach to project solutions, and the desired results• Site plans and design details demonstrate creativity, competency, and knowledge in use of water park type equipment, materials and current construction techniques	
Budget and Proposal Fee	20
Total Number of Points Available	100

IV. PROPOSAL SPECIFICS

A. GENERAL

Purpose of Proposal:

The Washtenaw County Parks & Recreation Commission is seeking a proposal and pricing for design services for the construction of phase III improvements to the Water Park at Rolling Hills County Park. The goal for the proposed improvements is to broaden and diversify water related recreational experiences developing a balance between facility capacity, entertainment value, and a maximization of attendance and revenues.

1 OVERVIEW

1.1 Existing Conditions

The existing facilities at Rolling Hills Park were opened initially in 1990, and later modified in 2002. The initial construction consisted of a Wave Action Pool with an attached Leisure Pool, Body and Inner Tube Flume Slides, a Sand Play Area and a Sand Volleyball Area. Support elements included a 295 car parking lot, entrance road and drop-off, an admissions/office/bather prep building, a pool mechanical building and a concession trailer. A 2002 project eliminated the sand volleyball and added a Lazy River with an Action Channel and two Spray Play Pads. The larger of the two pads includes an AP 550 Spray Play Feature. Support additions included a new pool equipment building that also housed additional bather prep elements.

The facility is unique in that the sanitary sewerage utilizes a septic system that terminates in a leaching field. Likewise the pool backwash is discharged to a settling basin, where it naturally de-chlorinates and then runs off and/or percolates into the soil. This process is approved and governed, under a permit, issued by the State of Michigan.

The current physical condition of these facilities is considered excellent for their age. Issues of water loss in the Lazy River, conditions of the safety surface under the spray features and difficulty maintaining paint on the arched roofs at the entry building are the predominant maintenance challenges. A solution to the Lazy River issue is being studied at this time, the safety surfacing is being monitored and paint on the arched panels is under advisement. Maintenance of the facilities has been excellent and the complex should have many more years of use and enjoyment at this continued level of care.

The maximum capacity of the initial construction was 1500 bathers at any point in time, as established by the State Health Department. This was increased to 1825 bathers with the addition of the Lazy River and the spray pads. The additional toilet fixtures, required by the additions, were provided in the new pool equipment building. These improvements have maximized the capacity of the septic leaching field and the permitted discharge into the backwash settling basin. Therefore, any additional expansion will require sanitary sewer connection(s) or additional septic fields.

Parking was not increased with the 2002 expansion. The initial 295 car area has been adequate for most of the season with the option to overflow into the area north of the existing paved lot. Any additional growth in attendance or capacity will require expansion of the parking capability. This expansion has been identified in the park Site Master Plan and is anticipated as part of the future development of the Water Park amenities. The Master Plan is posted on the WCPARC website and may be accessed by following this link:

http://www.ewashtenaw.org/government/departments/parks_recreation/rollinghills/master-plan/rolling-hills-master-plan

1.2 Operations

The attendance figures from 2005 to 2010 were reviewed with the following observations. Water Park attendance appears to be fairly consistent, averaging about 110,000 guests per annum, ranging from a low of 92,000 in 2009 to a high of over 113,000 in 2005. A breakdown of weekday/weekend usage does not indicate a significant increase on the weekends. In fact, the peak usage day in 2005 of 3343 bathers and 2007 of 2965 bathers, both occurred on weekdays. The average daily attendance for all three years was just below 1200 bathers per day. This would indicate that there is room for growth in attendance within the existing bather capacity of the facility. Unfortunately there is no simple process for evaluating what the average daily attendance or the annual usage for a facility should be based on the bather capacity of the complex. Many variables such as market demographics, competition, weather and

make- up of the aquatic complex influence the statistics, however a goal of average daily attendance = maximum bather capacity would be an excellent target. WCPARC believes that increased attendance can be realized through a growing population of the market area, improved marketing and increased entertainment value of the facilities and features being offered.

1.3 Proposed Improvements

The major goal is to make the Water Park more fun for all, especially teenagers and young adults who are looking for more exciting opportunities than are currently offered. A new bath house, office space and supporting amenities are also required. In addition, the adjacent outdoor space needs to be developed into a vibrant area for socializing with friends and family. The proposed improvements must develop a balance between facility capacity, entertainment value of the attractions, and a *maximization* of attendance and *revenue*.

The preliminary development program for the Water Park includes:

- New building to serve as a bathhouse and park office, +/- 5,000 sf
- New body or thrill slide complex
- Large overhead dumping bucket (or similar feature)
- Another major attractor to be identified (current or future phase)
- New bowl slide (shown as future phase)
- Storm water management infrastructure
- Pedestrian and multiuse trails
- Pavilion(s) to provide shade/rental space
- Reconfigure and expand parking from 295 to +/- 450 spaces;
(See Master Plan)
- Patio and landscape improvements; site amenities
- Signage and lighting
- Miscellaneous improvements (consultant recommendations)

2 SCOPE OF SERVICES

WCPARC is interested in obtaining bids from multidisciplinary firms or established teams (not assembled for this project only) that can provide an entire package of services from concept design through to construction drawings and construction administration of all the project elements. Proposals are sought from firms with recognized expertise and verifiable experience in design and development of large water parks, spray pads and/or water playgrounds, park buildings, bath houses, and landscape improvements and related facilities in park settings. The County intends to award a single professional services contract for this project.

The starting point for this project will be based on a Concept Plan that was developed for the recently adopted Rolling Hills Site Master Plan. Working with County staff, the consultant team will refine this plan and prepare at least two design alternatives with cost estimates for selection

by the County. Then the consultant will develop construction drawings for the selected alternative (or modification thereof) so the project can be let out to bid through the Washtenaw County Purchasing Department. If the County elects to proceed with project construction, the consultant will be expected to provide all oversight required to fully implement project construction.

The major steps in the process are as follows:

2.1 STEP 1: Discussions and Review of Existing Documents/Plans

- a. Clarification of scope of services, site visit and discussions with County personnel.
- b. Review the existing Site Master Plan for Rolling Hills County Park and background material related to the Water Park.

2.2 STEP 2: Preparation of Preliminary Design and Cost Estimate

Utilizing the information gained in Phase 1, the selected consultant will proceed with the preparation of at least two different preliminary design alternatives for the Water Park. Throughout this Phase, as through the remainder of the project, the selected consultant will work closely with Parks and Recreation Commission staff to develop and select a design alternative. The appropriate staff will be identified for the consultant and sufficient time for meeting with the consultant will be made available. The County staff will include the Director, Deputy Director, Park Superintendent, Superintendent of Park Planning and Park Planners.

Upon selection and refinement the preferred design alternative, the consultant will prepare a cost estimate of sufficient detail to allow the County to determine the feasibility of accomplishing the project within existing financial limitations. A preliminary construction budget maximum of 3.4 million + 15% contingency or **\$3,910,000 (3.91 million dollars)** has been established for this project.

It is extremely important that **all associated costs** including site investigations and all permit related expenses (but excepting engineering and design fees) be met within this amount.

2.3 STEP 3 – Final Design Development

This phase of the project will require preparation of a refined, final design based on the work performed in Phases 1 and 2. The design will reflect the needs identified in consultation with County staff and the limitations of available funding.

The final products at this stage will include a plan, a brief narrative, and drawings to illustrate the overall character of the site improvements (in plan, section, and perspective). At the completion of this phase, the deliverables provided to WCPARC should be developed to the point that the consultant, or similarly qualified professionals, can proceed directly to the preparation of bidding documents if requested, without the need of any further instructions or directions.

2.4 STEP 4 – Construction Drawings, Specifications and Bidding Documents

In this phase the consultant will prepare final plans and construction drawings, specifications and documents for the implementation of the design approved by the Commission. The documents will be submitted to the various regulatory agencies to obtain requisite permits required prior to initiation of project construction. Revisions requested by these agencies and agreed to by WCPARC must be performed by the consultant as part of the base fee for project completion. In addition, a final cost estimate will be prepared prior to letting the project for bid. The consultant will be required to work closely with County staff in preparing suitable plans, specifications and construction documents.

Letting the project for bid, along with advertising, will be the responsibility of Washtenaw County, through its Purchasing Department. The consultant will be responsible for providing reproducible copies of the bidding documents (plans, specifications, etc.), as electronic files on CD. The costs of producing these materials will be reimbursed by the County.

2.5 STEP 5 – Construction Administration

Construction administration of the project will be the responsibility of the consultant firm awarded this contract. The consultant will work closely with WCPARC representatives to ensure that the project is built according to the drawings and specifications. The consultant shall provide materials and product testing, by an independent contractor approved by the County, to ensure compliance with project specifications. If the County determines that there is a need for additional onsite supervision, or inspections, WCPARC may hire a third party to provide these services as necessary at County expense.

2.6 STEP 6 – Construction Close-out

The consultant must ensure that the project is fully complete and that the construction contractor and subcontractors have fully performed their contract responsibilities. The consultant shall submit full record set of drawings and documentation at the completion of the project, and provide training and ongoing technical support to County staff on operation of systems during first full season of operation.

3 PROJECT CONTROL

3.1 The consultant will meet with selected representatives on a regular basis, or as determined necessary by the Parks and Recreation Commission's project manager, to review progress and provide necessary guidance to the consultant in solving problems which may arise.

3.2 Although there will be continuous liaison with the consulting team, the Parks and Recreation Commission's project manager will meet as often as required with the consultant's project manager to review progress and provide necessary guidance.

- 3.3 The consultant will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; real or anticipated problems; and notification of any significant deviation from previously agreed upon work plans.

4 PROPOSAL

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm.

WCPARC staff will review the submitted proposals and will select firms to meet with in an interview format, to discuss the project and consultant qualifications, in greater detail. Those firms selected will be scheduled for interview on July 13 2011. Final selection will be made by the Commission on August 17, 2011. The selected consultant will meet with the County to negotiate compensation for the project, and prepare a contractual agreement between the County and the consultant, as soon after the final selection as is reasonable.

4.1 Consultant Information

The proposer shall provide the following information about their company. The County, at its option, may require additional information.

1. Consultant's name, address, and name of primary contact person.
2. A description of the specific staff that will comprise the project team for this assignment. This should include background, experience and qualifications. Include similar information on any other significant external resources you propose to use, such as contracted services. Also illustrate the roles and responsibilities of project team members.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with large water parks (Appendix B).
5. Estimated time commitment for each staff person as a percentage of the total time to complete the work and expected workload during the project period.
6. Location and availability of intended subcontractors and level of responsibility with particular portions of the project.
7. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. Include the billing rate for all major contributors.

4.2 Client References

The County will consider references to be important in its decision to award a contract. Any proposer who does not provide client names and phone numbers may be eliminated from consideration. Provide three (3) references for which your company is currently providing similar services requested in this proposal, including up-to-date company name, contact name, contact phone number and a description of the services provided. References are preferred from local government clients. Please confirm that each reference is willing to participate in a reference check call and inform them they may be contacted by a County representative.

4.3 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 mailed or delivered to each firm recorded as having received a copy of the RFP. 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.

4.4 Proposal Receipt

Proposals must arrive on or before **2:00 pm, June 15, 2011**. 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
Robert G. Devault, Purchasing Manager
(734) 222 6760

Please provide an original and **three (3)** copies of the proposal and an electronic version.

4.5 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.

RFP #6608 Design Services for Water Park, Phase III

4.6 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.

4.7 Questions and Additional Information

Telephone or email Richard Kent, Park Planner (734) 971 6337 ext 319, or kentr@ewashtenaw.org with technical questions regarding this RFP.

4.8 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).

4.9 Preliminary Schedule

A project schedule shall be provided demonstrating the time elements in weekly intervals. This project schedule must consider all major elements and their relations, as described in the Scope of Services.

Please submit your proposal to meet the following proposed schedule:

Year 1 (2011)

RFP sent out	May 19, 2011
Mandatory Prebid on site	June 3, 2011 at 3:00 pm
Deadline for proposals	June 15, 2011 at 2:00 pm
Complete review of proposals	June 23, 2011
Candidate interviews	July 13, 2011
Contract award	August 9, 2011 (Commission meeting)
Kick off meeting	August 17, 2011
Approval of Final Design Drawings	December 13, 2011

Year 2 (2012)

Approval of Construction Drawings	March 13, 2012
Project out to Bid	April 2, 2012
Construction Bids due	May 1, 2012

RFP #6608 Design Services for Water Park, Phase III

Approval of Construction Contract	May 15, 2012 (Comm. meeting)
Construction Begins	September 4, 2012
Construction 50% Complete	December 31, 2012

Year 3 (2013)

Construction 100% Complete	May 18, 2013
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4.10 Modifications in Scope

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

4.11 Pricing

All proposers submitting proposals agree that their pricing is valid for a minimum of 90 days after proposal submission to the County.

4.12 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.

4.13 Alternate Proposals

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

4.14 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.

5 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.

RFP #6608 Design Services for Water Park, Phase III

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

RFP #6608 Design Services for Water Park, Phase III

FEE PROPOSAL and SIGNATURE PAGE

Having carefully reviewed this RFP, visited the site and made suitable preliminary investigations, our firm is willing to provide the requested services, listed in Section 1.3 and Section 2, to design and supervise construction of the Phase III Water Park Improvements at Rolling Hills Park for the following fee:

1. Cost to complete Steps 1, 2, 3 and 4 \$ _____

2. Cost to complete Steps 5 and 6 \$ _____

3. Total Cost to complete all Steps, 1 through 6 \$ _____

Amount #3 above in words _____ dollars

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

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.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section II. F. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

Appendix A

SAMPLE OF PROFESSIONAL SERVICES CONTRACT

AGREEMENT is made this _____ day of _____, 2010, 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 CONTRACTOR**) located at (**Address**) ("CONTRACTOR").

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the CONTRACTOR, for full performance of the work, the amount of \$_____ (**spell out dollar amount**), subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Robert L. Tetens 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 CONTRACTOR must be dated and bear the CONTRACTOR'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 CONTRACTOR's activities during the term of this contract.

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

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

ARTICLE IV - TERM

This contract begins on notice to proceed after contract signing and ends on (mo/day/yr), according to the project schedule and as modified through authorized change orders.

ARTICLE V- PERSONNEL

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

Section 2 - The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, any SUBCONTRACTOR, or any employee, agent or representative of the CONTRACTOR or any SUBCONTRACTOR.

ARTICLE VII- INSURANCE REQUIREMENTS

The CONTRACTOR 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. Comprehensive/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.

RFP #6608 Design Services for Water Park, Phase III

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 insurers and policy forms shall be subject to the approval of the Washtenaw 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. CONTRACTOR shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by CONTRACTOR and their inadequate insurance coverage. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR expires or is canceled during the term of the contract, services and related payments will be suspended. CONTRACTOR 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 County Administrator, 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 CONTRACTOR 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 CONTRACTOR AND COUNTY

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. The CONTRACTOR 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 CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, their successors and assigns. Neither the County nor the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. During the performance of the services, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 XXII – ELECTRONIC SIGNATURES

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

ARTICLE XXIII - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Robert L. Tetens (DATE)
Director, Parks & Recreation

APPROVED AS TO FORM:

CONTRACTOR

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

By: _____
(CONTRACTOR'S NAME) DATE)

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 #6608 Design Services for Water Park, Phase III

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 #6608 Design Services for Water Park, Phase III

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.

LOCATION MAP (east at the top, North to the left)

Rolling Hills County Park
7660 Stony Creek Road
Ypsilanti Township

