

REQUEST FOR PROPOSAL

6266

Design Services

For

COUNTY FARM PARK

MAINTENANCE FACILITY

**County Farm Park
2230 Platt Rd.
Ann Arbor, MI 48104**

Prepared by:

Washtenaw County
Parks and Recreation Commission
P.O. Box 8645
Ann Arbor, MI 48107
734-971-6337

Issued by:

Robert G. Devault, C.P.M.
Washtenaw County Purchasing
Administration Building
PO Box 8645
220 N. Main Street, Rm B-35
Ann Arbor, MI 48107
Phone: (734) 222-6760



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
SECTION I	
General Information.....	1
SECTION II	
Background.....	4
Scope of Work.....	6
SECTION III	
Minimum Information Required	9
SECTION IV	
Attachment A Standard Professional Services Agreement	A-1
Attachment B Proposed Project Schedule	B-1
Attachment C Preliminary Program	C-1

SECTION I

SECTION I
GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide professional site design and engineering services for:

“County Farm Park Maintenance Facility” – RFP # 6266

The project is expected to involve **TWO** phases. In Phase I the consultant will gather and provide owner with sufficient information to confirm basic project feasibility in terms of acceptable schematic project design, site compatibility, and development cost. Phase II, if authorized, will involve preparation of final design and construction documents. Phase II will only be undertaken once overall project feasibility has been established and consultant design performance and creativity has been demonstrated to the satisfaction of the owner.

B. ISSUING OFFICE

This RFP is issued by the Washtenaw County Purchasing Manager. Proposals and all correspondence regarding this RFP **must be addressed to:**

Robert G. Devault, C.P.M,
Washtenaw County Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, Michigan 48107-8645
PHONE: (734) 222-6760 FAX: (734) 222-6764

C. PRE-PROPOSAL MEETING AND ADDITIONAL INFORMATION

A pre-proposal meeting will be held on April 6, 2006 at 10:00 am at the Washtenaw County Parks and Recreation Administrative Office, 2230 Platt Road, Ann Arbor, MI 48104. Attendance is recommended but not required. Please telephone Ray Essell at (734) 971-6337 x320 with questions regarding the RFP.

D. PROPOSALS- General

Five (5) copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 50 pages, with information on two sides.

To be considered, each company must submit a response to this RFP using the format provided in Section III. A company official authorized to bind the submitter to its provisions must sign each proposal in ink. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated on the submittal criteria, as shown in Section III. A selection committee composed of staff from the Parks and Recreation Commission will complete the evaluation. The initial evaluation is to determine which firms, if any, are to be interviewed. Any firm invited for interview will be given the opportunity to discuss their proposal, qualifications, past experience and fee proposal in more detail. Proposal respondents are asked to reserve and be available for possible interview on the morning of **May 2, 2006**.

F. CHANGES IN THE RFP

Should any prospective submitter be in doubt as to the true meaning of any portion of this Request for Proposal, or should the submitter find any ambiguity, inconsistency or omission therein, the submitter shall make a written request for an official interpretation or correction. The Washtenaw County Purchasing Manager must receive such requests no less than seven days prior to the final due date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the County shall become part of the RFP and will be incorporated into the proposal.

G. SEALED PROPOSAL RECEIPT

Consultants are to deliver **five (5) copies, the original and four (4) copies to the Washtenaw County Purchasing Division in room B-35 of the Washtenaw County Administration Building. Sealed Proposals must be received on or before 2:00 pm on April 20, 2006.** Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered. Proposal opening will be held in the Purchasing Department conference Room B-19 of the Administration Building.

H. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the County is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

I. TYPE OF CONTRACT

The successful firm will be required to execute a standard Washtenaw County Professional Services Agreement with the Owner. A copy of the agreement form is included in Section IV, Attachment A. The County reserves the right to award the

total proposal or any portion, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the sole judgment of the County, the best interests of the County will be served.

J. COST LIABILITY

Washtenaw County assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the County is limited to the terms and conditions outlined in the Agreement.

K. SCHEDULE

The Owner seeks an aggressive project design and implementation schedule. A preliminary project design schedule is included in Section IV, Attachment B. Proposals may include more detailed schedules with alternative deadlines for intermediate tasks. The County will determine the appropriateness of the proposed schedules and will accept or reject them as deemed appropriate in its sole judgment.

SECTION II

SECTION II **BACKGROUND**

INTRODUCTION

For many years the County Farm Park barn structure has served as the central base of maintenance operations for the Commission. Despite the building of maintenance facilities at Independence Lake and Rolling Hills County Parks, County Farm continues to serve a key role in department maintenance operations. The amount of parkland and facilities has steadily grown over the 31 year history of the Commission. With this growth and each program addition comes the responsibility to carry out the various maintenance operations critical to providing the safe, attractive and well maintained facilities desired by the public.

With the expanded Natural Areas Preservation Program responsibilities and property additions have come an ever growing and unique set of maintenance challenges. These challenges center on how to manage a mobile maintenance force to maintain an increasing number of outlying sites across the County in a cost effective manner. Critical to the issue is the need is to have a larger more specialized work force and equipment base operating out of a “central” base of operations to reduce travel time to the parklands requiring maintenance by the Commission.

The associated materials and equipment storage needs for maintenance operations can no longer effectively be administered from the current County Farm barn base. The required space area currently available is entirely insufficient. Office area is very limited and inadequate. Larger equipment has to be stored outdoors unprotected in the elements. Safety issues are also emerging as operations expand. It becomes increasingly difficult to maintain, keep up, and alter an aging structure in conformance with current MIOSHA and work place standards. Space constraints create regular conflicts with work operations.

SITE SELECTION BACKGROUND

Given maintenance staff recommendations and requests for a new maintenance facility, staff planners were asked to investigate available site options meeting the following criteria:

- Geographical centrality- close to properties to be maintained in order to reduce associated travel time and energy usage costs
- Reasonable proximity and connection to Commission Administrative Offices for optimum communications and oversight
- An existing Commission park or otherwise available site for purchase at reasonable cost

Based on an examination of identified property options, staff planners concluded that the best course of action was to continue to maintain County Farm Park as a base of operations for the roving park maintenance crews and administrative field staff. Logistically, this location it allows reasonable access to most parts of the County. County Farm Park is also a major maintenance operation in its own right. Maintenance and other field staff would be in reasonably accessible to administrative and support staff. Given the year round operations at the Recreation Center, there would be less duplication of maintenance equipment and certain staffing efficiency benefits compared to other potential sites.

Upon examination of potential development sites within the County Farm Park, the designated site area appears to be the most suitable location for siting the proposed new facility. The site is the recently abandoned old Project Grow garden area lying between the Meri Lou Murray Recreation Center and the Commission's Administrative Office and parking lot. The proposed new facility site has an excellent overall relationship to the Recreation Center, County Farm Barn, Administrative Office and general public usage within County Farm Park. The nearby County Farm Barn could continue to conveniently serve the current cold storage requirements for Commission operations and there may even be potential for a culvert crossing and direct linkages between the old and new facilities. An existing stormwater retention basin in the building and site vicinity could be expanded for stormwater management. Because of its proximity to the Commission's administrative headquarters, the facility provides the opportunity for convenient office expansion for park naturalists and staff involved with maintenance and programming functions within the County park system. The proposed maintenance building would have direct N/S Platt Rd access and convenient E/W Washtenaw Ave access. Computer and utility services are readily available. There are no major site development restrictions. While regulated wetlands including a small wet woods, wet meadow and County Drain in the building site vicinity can be expected to shape and influence the development plan, wetlands are not viewed as significant regulatory obstacle to plan implementation. Also located in the vicinity is an existing stormwater retention basin that could be expanded.

PARK LOCATION AND GENERAL CHARACTER

County Farm Park is located at a central and accessible location within the City of Ann Arbor. The Park is a 141 acre island within the built up area of the city. The main entrance is located at 2230 Platt Road, ¼ mile south of Washtenaw Avenue (see location and vicinity map). Existing building and facility development has largely been consolidated into one built up northeastern section of the park allowing the balance to retain its open character. Passive use activities at the park include walking trails, parcourse exercise trail, picnicking pads, nature area, perennial display gardens and winter cross country skiing.

PROJECT PURPOSE

The basic purpose of this Request for Proposal (RFP) is to contract for professional services to design and prepare construction documents for a new parks and recreation maintenance building facility with office space. A full service architectural and engineering professional service package for overall project implementation including associated project permitting is being sought. The consultant team will be expected to work closely with park staff throughout the project planning and design development process.

The Commission seeks a design firm or a collaboration of design professionals with a general understanding of park and recreation programs and prior background and experience in the design of maintenance facilities, specifically. A history or experience integrating best facility design practices is beneficial. The Consultant must approach this project creatively, in respect of the project park setting and surroundings, and design a facility that is not only functional and cost effective but one that complements the natural setting of the park. A related and important aspect of the services to be provided is the implementation of a sustainable building and site design minimizing energy consumption and environmental impact.

SCOPE OF WORK

The design services required for a new maintenance facility at County Farm Park include

comprehensive architectural and engineering services relating to site plan development, program and space planning, facility design, engineering, cost estimates, meeting presentations, construction documents, and construction oversight. Work tasks are anticipated to include but not be limited to the following:

Phase I

Task 1 - Investigative and Preliminary Work

1. The Consultant, with assistance from Park staff, shall coordinate an initial meeting with all parties involved to discuss specific details relative to the project.
2. The Consultant shall perform any investigative work necessary to begin the design work, including but not limited to; review existing documents, site inventory and analysis, and incorporation of Commission staff comments and goals.
3. The Consultant shall prepare and submit a detailed schedule/timeline for all project work tasks.
4. The Consultant shall determine the necessary survey requirements for the project and contract for such services with expense reimbursement by the County.
5. The Consultant shall arrange for owner and consultant team site visits to a minimum of four (4) municipal maintenance facilities having relevance to the proposed project development.

Task 2. - Preparation of a Design Plan

1. The Consultant shall prepare and present preliminary concept plans showing at least two distinct facility options in accordance with overall program requirements. Preliminary construction cost estimates associated with the conceptual layouts should also be provided. These documents are intended to be "general" in character. This data shall be reviewed with Park staff who will select a design plan that best fulfills the overall goals of the project. Directions will then be given to the consultant for the next course of action.
2. The Consultant shall prepare a graphic of the conceptual design and present it at a regular monthly public meeting of the Parks Commission to solicit Commissioner and public input on the plan. If revisions are necessary as a result of the input received, the plan shall be modified to reflect expressed concerns. A refined cost estimate shall also be submitted that reflects these changes. Additional meetings with staff and/or the public may be required.

3. A minimum of five (5) meetings should be planned for by the Consultant as
4. part of their proposal. Additional meetings will be charged at per meeting basis and indicated in the fee submittal.
5. Once the final design is determined and approved, the consultant shall proceed with contract document preparation.

Phase II

Task 3. - Preparation of Contract Documents

1. The Consultant shall prepare a complete set of Contract Documents for advertisement and furnish the County thirty (30) printed copies of the contract documents for distribution to the public during the bidding process. Printing is to be a reimbursable expense paid for by the County.
2. The Consultant shall prepare a cost estimate of the probable construction cost for the project based on the final design.
3. The Consultant shall prepare any addendums for this project, if necessary, due to changes/corrections in the plans and specifications. The County shall issue and give final authorization for all addendums.
4. The Consultant shall assist Parks staff in evaluating the bids received for construction and aid in the selection of a Contractor who will ultimately be recommended to the Parks Commission for the award of a construction contract.

Task 4. - Construction Administration and Construction Engineering Services

1. The Consultant shall assist County staff in conducting a pre-construction meeting to review administrative, operational, and technical procedures and objectives with the General Contractor. Meeting minutes will be prepared by the Consultant and reviewed by the County.
2. The Consultant shall assist County staff in reviewing and approving Contractor submittals including material test data and shop drawings. Alternatives and substitutions provided by the Contractor will be reviewed and evaluated, and the Consultant will provide their recommendations to the County for final consideration and implementation.
3. The Consultant shall provide technical architectural assistance and attend construction meetings with the County and the Contractor throughout the construction of the project.
4. The Consultant shall prepare, with the guidance of County staff, a punch list of any deficient items before final acceptance of the project.

5. The Consultant shall prepare/draft as-built record drawings for the project at the completion of the construction. The Consultant should collect the appropriate as-built information as the project progresses and provide the County with a drawing record set.

SECTION III

SECTION III
MINIMUM INFORMATION REQUIRED

A. PROFESSIONAL QUALIFICATIONS - 15 percent

1. State the full name and address of your organization and, if applicable, the branch office or other subordinates that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.
3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS – 20 percent

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. Work experience relating to the specific design and construction of maintenance building for park and municipal operations should be highlighted. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN - 15 percent

A detailed work plan is to be presented which lists all tasks initially considered necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task for each of the two anticipated project phases. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the Consultant that are thought to be necessary for the completion of the project are to be included in the work plan and identified as consultant-suggested elements. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main consultant. Include a recommended project construction budget for Owner commensurate with preliminary program outlined in Section IV Attachment C. Finally, include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. FEE PROPOSAL - 25 percent

Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the consultant-suggested project elements and consultant-suggested contingencies, if any. The consultants selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the County and prior to signing a formal contract, if justified.

E PROJECT APPROACH - 25 percent

Facility functionality and optimum integration of the new maintenance building into the parkscape are two primary issues of concern to the Commission. The creativity and ability of candidate consultant firms to address these issues will therefore have a prominent role in the firm evaluation and selection process. Accordingly, submitters are to include a minimum 1 to 2 page narrative briefly outlining anticipated consultant design approach to the project and specifically addressing the following:

- How might the architectural design and use of materials help “fit” the new building into the park setting?
- How might associated project site development treatments “soften” the impact of the introduction of the new maintenance building into the park landscape?
- What potential owner maintenance and public park use conflicts might be anticipated in the proposed project development and how might they be minimized?
- What significant potential issue(s) might be anticipated in the execution of this project and how would you propose to address it/them?

Additional supplemental photos, sketches or illustrations supporting the above text descriptions may be included but are not required.

F. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the County.

G. INTERVIEW

The consultant selection committee will evaluate each proposal by the criteria described above (A through E) and point system. After firms have been evaluated, the selection committee may schedule interviews with selected firms as necessary. The committee may contact references to verify material submitted by the consultant. The Commission will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The selected firm(s) will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal. The interviews may include up to one-half hour of presentation by the consultants, followed by approximately one hour of questions and answers. The consultant's interview group shall consist of no more than three (3) representatives of the Consultant's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. Specific firm past experience in the design of maintenance facility types should be a focus. The firms interviewed will then be re-evaluated by the above criteria (A through E), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the County.

The County reserves the right to not consider any proposal determined not to be responsive or deficient in any of the information requested for evaluation.

The County will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised project scope.

SECTION IV

**SECTION IV
ATTACHMENT A**

PROFESSIONAL SERVICE CONTRACT SAMPLE

CONSULTANT'S NAME

AGREEMENT is made this _____ day of _____, 2005, 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 and acceptance of the above services and submission of proper invoices, the County will pay the Consultant, 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 CONSULTANT

Section 1 - The Consultant is to report to the Director 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 (**mo/day/yr**) and ends on (**mo/day/yr**), according to the project schedule and as modified through authorized change orders.

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. 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.
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 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. 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 County Administrator, c/o: Washtenaw County Parks and Recreation Commission, 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 \$9.55 per hour with benefits or \$11.20 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 May 1, 2006 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.

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO FORM:

CONTRACTOR

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

By: _____ (DATE)
CONSULTANT'S NAME

**SECTION IV
ATTACHMENT B**

TENTATIVE PROJECT SCHEDULE

<u>Phase I TASK OR ACTIVITY</u>	<u>SCHEDULE</u>
RFP Advertisement	March 26, 2006
Pre-Proposal Meeting	April 6, 2006
Proposal Deadline	April 20, 2006
Proposal Reviews Completion	April 27, 2006
Candidate Interview(s)	May 2, 2006
Commission Architect Selection	May 9, 2006
Owner/Architect Contract	May 17, 2006
Kick-Off Meeting	May 18, 2006
Complete Data Collection	June 2, 2006
Schematic Design Completion	June 16, 2006
Commission Review and Approval	June 27, 2006
<u>Phase II TASK OR ACTIVITY</u>	
Design Development Completion	July 11, 2006
Construction Document Completion	August 8, 2006
Construction Document Approval	August 11, 2006
Bid Advertisement	August 13, 2006
P & S Pickup	August 15, 2006
Bid Due Date	September 6, 2006
Commission Construction Contract Award	September 12, 2006
Construction Start	October 2, 2006

**SECTION IV
ATTACHMENT C**

PRELIMINARY PROJECT PROGRAM

PROGRAM-SITE CONSIDERATIONS

1. Location and Siting- relationship to barn and administrative office, relationship and access to park
2. Environmental- wetlands, solar orientation, vegetative buffers, stormwater management
3. Circulation and Parking- roadway access, visitor and employee parking, access connections to barn and administrative office, paved entrance drive and yard, possible community gardener and overflow parking, materials delivery
4. Utilities- gas, electric, phone and data (incl. connections to administrative office)
5. Security- lighting, possible fencing
6. Storage- materials (limestone, topsoil, and mulch), fuel (300 gal. gas and 150 gal. diesel), vehicles and equipment, construction and maintenance supplies
7. Other- vehicle wash station, possible paved yard area to support additional complementary uses/activities (e.g. Project Grow plant sales, etc.)

PROGRAM- BUILDING CONSIDERATIONS (6000 SF to 7500 SF area)

1. Offices- crew chief (large enough for 2 desks), shared work space for 2 naturalists and a horticulturist, shared maintenance crew station space
2. Vehicle Storage- one or more drive through bays, dump truck, tractor with front loader, two crew trucks, chipper, four Toro mowers, small utility vehicle
3. Shop- wood working/mechanics/welding and painting areas, small equipment hoist (stand alone type), vehicle lift, radiant heating
4. Heated Storage- tool crib, oil/lube and flammable liquid storage, stockroom for equipment parts, lumber and materials, separate naturalist storage area
5. Cold Storage (2 bays)- small storage area for fertilizer/pesticide and salt products, sufficient space to store several small pieces of equipment (e.g. York rake and snow plow attachments, etc.), signs and barricades, grounds maintenance work tool storage (shovels, rakes, water tank, etc.)
6. Support Facilities- toilets (men's and women's), lockers, staff lunch/meeting room, optional showers, emergency eye/shower/hand washing station, computer stations, hard lined pneumatics, optional central vacuum system, ventilator fans, stereo system, audio visual equipment, office supply and copy area, filing area, janitorial closet, personal protection equipment, recycle areas/bins

7. Other- fire suppression and alarm systems, floor drains/collection systems, cold storage lighting, “green” design- environmentally conscious building and site development

MISCELLANEOUS

1. Single level, pitched roof
2. Building design and construction materials must be compatible with park surroundings
3. Good natural lighting (sky lighting in restroom and main work space is desirable)
4. Vehicle storage configuration that allows units to be parked and then moved out without movement of another unit
5. Doors of storage area to be equipped with automatic door openers/closers and appropriately sized
6. Low maintenance facility design and materials selection
7. Electrical service- 200 amp, 3 phase
8. Boot-scrappers and industrial rubber mats at entrance doors
9. Facility compliance with MIOSHA and other regulatory requirements
10. Culvert crossing of drain for connecting existing barn and new maintenance facility
11. Certified or Silver LEED rating (e.g. protective site development, innovative stormwater management, building orientation, innovation in design, thermal comfort, window exposure, passive solar energy efficient windows, insulation, controllability of systems, low-emitting materials, water efficient landscaping, etc.



County Farm Park Maintenance Facility

2230 Platt Road

