

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6325

Engineering and Environmental

Consulting Services

for:

*Natural Areas Preservation Program*

*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

Robert G. Devault, C.P.M.  
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 #6325**

December 18, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) # 6325 for Engineering and Environmental Consulting Services for County Park 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 2:00 p.m. on THURSDAY January 11, 2007**

**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 # 6325**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org).
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319** or [kentr@ewashtenaw.org](mailto:kentr@ewashtenaw.org)

Thank you for your interest.

**I. PROPOSAL INFORMATION**

<b>Definitions</b>	<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
	<b>“Contractor”</b>	One who contracts to perform services in accordance with a contract
	<b>“County”</b>	Washtenaw County in Michigan
	<b>“WCPARC”</b>	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 civil engineering and environmental consulting.

The construction documents required must be prepared by an engineer 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.

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
3. Work Experience
4. Cost

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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 Thursday, January 18, 2007. Candidates will be contacted earlier the week of January 15, 2007 to schedule an interview time. The County prefers to award the entire contract to a single contractor. However separate contracts may be awarded for environmental services and engineering services.

### **V. TERM OF THE CONTRACT**

The contract term will be specified by the County. The initial contract term will be from January 29, 2007 to December 31, 2008. The contract could be extended for an additional year 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 Engineering and Environmental consulting services for properties which have been or may be purchased under the County's Natural Areas Preservation Program (NAPP). Prior to purchase the County will require a Phase 1 Environmental Site Assessment (ESA) and, where required by site conditions, a follow-up Phase 2 ESA. These services will be performed by the environmental consultant. If purchased these properties will receive a limited amount of development and engineering services will normally be limited to those necessary to construct a drive and small parking lot on the property. The engineering consultant will have to prepare all drawings normally required to obtain site plan approval from the township and regulatory agencies. A fee proposal is required divided into 2 portions, Part A for Environmental Services and Part B for Engineering Services.

The number of projects per year will vary but probably will fall in the range of from 3 to 7. The Consultant who is awarded the contract will be required to prepare 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@ewashtenaw.org](mailto:kentr@ewashtenaw.org)

### III. Proposals

**Five (5)** 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 (page 2). No other distribution of proposals is to be made by the submitter. The proposal must be signed in ink 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 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.

### V. Proposal Receipt

Proposals must arrive at Washtenaw County Purchasing, Administration Building, 220 N. Main, Ann Arbor, MI 48104 on or before **2:00 pm, January 11, 2007**. 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**

**Part A. Environmental Services**

A. Phase 1 Environmental Site Assessment is required for each site prior to purchase by the County. The land parcels are located throughout Washtenaw County and vary in size and characteristics. Since 2003, approximately ten ESA's have been conducted on NAPP sites which have varied in size from 29 to 205 acres. Sites to be investigated may or may not contain known sources of contamination, buildings, structures, storage tanks, evidence of former agricultural uses, woods, wetlands, and streams, etc. 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". The assessment must also satisfy the due-diligence requirements to qualify for the innocent landowner defense under the Comprehensive Environmental Response and Liability Act (CERCLA).

B. Phase 2 ESA's need to meet similar acceptance criteria. Three bound copies of every ESA report will be expected for each site investigated.

**Part B. Engineering Services**

Although the sites will vary in size and location they will all require a similar and limited level of development to permit public access. Following is a representative example of services that will be required for a typical Natural Areas Preservation site. The consultant will be required to prepare a set of construction documents (construction drawings, specifications, and permit applications) to allow the legal construction of a gravel driveway and 6 space gravel parking lot on a site in Scio Township, Washtenaw County. In determining your fee for preparing these documents the following assumptions are appropriate (should be made):

1. The site has frontage on a county road. The County will provide a preliminary sketch (to scale) of the general parking lot and drive location. WCPARC will also provide other site details to incorporate on the plan: sign location, trail head location, fencing, etc. The attached Exhibit A, Proposed Parking Lot, Burns-Stokes Preserve is an example.
2. The County will provide a legal description, boundary survey and aerial photography of the site. Some additional survey work will be required to determine the existing elevations, locate existing features, utilities, storm water facilities and prepare a grading plan. It will not be necessary to survey the entire site, however.
3. The site is buildable without major earthwork or construction of retaining walls, etc.
4. No planting (or landscape) plan is required but existing landscape features must be shown; tree stands, wetlands, streams, water bodies, flood plains, drainage ways, etc. Wetland delineation and permit application are not required and will be considered an additional service when requested.
5. The plans and specifications should be of sufficient depth and detail so that they will provide all the information typically required by:
  - a) the Township for its site plan approval process
  - b) the Washtenaw County Road Commission for issuance of a Driveway Permit
  - c) the Drain Commissioner's Office for storm water management recommendations

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and any additional normal and customary requirements as may be required by respective Township and permitting agencies.

The costs for all revisions of preliminary plans and meetings with WCPARC and the permitting agencies mentioned above should be included.

6. Provide a drawing in plan and profile to indicate required site distances can be met at a design speed specified by the Road Commission.
7. Cross sections of the parking lot and drive are required.
8. Permit applications must be prepared and submitted to the Township, the Washtenaw County Road Commission, and the fees paid.
9. Provide a construction traffic control plan for work in the right-of-way of the adjacent access road.
10. A cost estimate is required.
11. In summary, *the plans and specifications 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***, and subsequently construct the project if so directed by WCPARC.
12. Construction administration is NOT considered a component of these services, however, and will involve a separate fee proposal if required.
13. It is expected that environmental and engineering services will commence directly after notice to proceed on each individual project.

### Drawing Requirements (minimum)

1. Property name, title block, north arrow, date and scale.
2. Location map showing site location, major roads, and railroads.
3. Property identification numbers and the dimensions of all lot and property lines and easements and proposed lot lines.
4. Location of all existing buildings, 100 year floodplains, wetlands, lakes, streams, ponds, wells, drives, public and private roads, pedestrian paths, easements, and setbacks from all property lines.
5. Location of all existing structures and driveways within 100 feet of the subject property line. Types of existing and proposed surfacing for drives and paths.
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 a minimum of 2 foot intervals or spot elevations to illustrate grading and drainage.
9. Location of tree stands and method of protection for trees to remain.
10. Location, type and size of all proposed signs and fences.

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11. The plans must be sealed and signed by a licensed Professional Engineer, with an original signature in ink.
12. Legend of symbols and abbreviations used.
13. AutoCAD files on CD for WCPARC files.
14. Twenty (20) copies of documents for solicitation of bids for project construction.

**C. PERFORMANCE SCHEDULE**

RFP issued	December 18, 2006
Proposal submittal deadline	January 11, 2007 at 2:00 pm
Candidate interviews	January 18, 2007
Selection recommendation	January 19, 2007
Contract award	January 22, 2007

Execute contract in January 2007 for a two (2) year term. The contract may provide for an extension of an additional year by mutual agreement. The consultant will complete the documents required for each individual project within sixty (60) 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. For engineering services refer to the representative site shown in Exhibit A. 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. Additional pages may be included if required.

Provide an hourly rate for each appropriate job title (i.e., project manager, staff engineer, typist, etc.).

**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:

**Part A. Environmental Services**

1. Typical Phase 1 ESA \$ \_\_\_\_\_

2. Typical Phase 2 ESA \$ \_\_\_\_\_

**Part B. Engineering Services**

3. Typical Parking Lot and Driveway \$ \_\_\_\_\_

**Environmental and Engineering Services (1, 2 and 3 combined)**

\$ \_\_\_\_\_

(amount in words) \_\_\_\_\_ dollars

Job Titles	Hourly Rate
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
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.** Thank you.

Appendix A

PROFESSIONAL SERVICE CONTRACT

CONSULTANT'S NAME

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 \$9.87 per hour with benefits or \$11.58 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, 2007 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

By: \_\_\_\_\_ (DATE)  
**CONSULTANT'S NAME**

Exhibit A

Proposed Parking Lot  
Burns-Stokes Preserve, Scio Township

