

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6336

Architectural and Engineering Services FOR

Trail and Interpretive Station Development

Parker Mill County Park

Ann Arbor Township,

Washtenaw County, Michigan

Prepared By:
Washtenaw County Purchasing
Administration Building
P.O. Box 8645
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734) 222-6760





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6336

April 2, 2007

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Request for Proposal (RFP) #6336 for Architectural and Engineering Services for Trail and Interpretive Station Development for Parker Mill County Park.

Sealed Proposals: Contractor will deliver **five copies (5)**, an **original and four (4) copies, (one copy unbound and suitable for photocopying)** to the following address:

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

By 2:00 p.m. on Monday April 23, 2007

The bid opening will be held in the Purchasing Department Conference Room, B-19 of the Administration Building. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager. Bid envelopes and shipping packages should be clearly marked "**SEALED RFP # 6336**"

A **mandatory pre-bid meeting** will be held at **10:00 am, Wednesday, April 11, 2007** at the Parker Mill parking lot located on the south side of Geddes Road approximately 600' east of Dixboro Road. This meeting will consist of a review of the site and bid documents.

General project, purchasing and procedural questions regarding this RFP should be directed to Robert G. Devault C.P.M at **734-222-6760** or devaultb@ewashtenaw.org.

Technical project questions regarding this RFP to Richard L. Kent, at 734-971-6337 extension 319 or kentr@ewashtenaw.org

Thank you for your interest

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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 Contractor's 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 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.

F. A standard Washtenaw County Services Agreement will be executed between the Washtenaw County Parks and Recreation Commission (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.

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PROPOSAL SPECIFICS

I. Project Purpose

The intent of this document is to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the Washtenaw County Parks and Recreation Commission (WCPARC) for the **Architectural and Engineering Services** required to design a new interpretive trail and interpretive stations at Parker Mill County Park.

II. Description and Purpose of Proposed Work

Parker Mill County Park is an historic site and park at 4650 Geddes Road in Ann Arbor Township. One of the most popular and attractive parks in the county system, the 27 acre park, located on Fleming Creek and the Huron River, preserves a 19th century grist mill and offers picnic sites, trails and nature programs.



The Parker Mill Grist Mill and Cider Mill

Virtually all existing park facilities are located south of Geddes Road. The goal of this project is to provide access to the 6 acres of land north of Geddes Road via a trail. The new trail will connect to the existing trail which crosses Geddes Road under the bridge over Fleming Creek and extends a short distance to the west (toward Dixboro Road). In order to fully utilize the available land area a new bridge over Fleming Creek will need to be constructed. Development of a new Interpretive Trail at Parker Mill Park will help to increase usage of the facility, particularly in expanding the County's interpretive program. With its proximity to Fleming Creek, the parking area and visitor center, the undeveloped area north of Geddes Road was selected as an ideal project site (see map).

Key elements of the project include:

- Interpretive Trail
- Bridge over Fleming Creek
- Interpretive Pavilion
- Interpretive Stations

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Interpretive Trail

Preferred trail surface materials will include crushed stone and boardwalk. In keeping with the contemplative nature of an interpretive trail, trail widths will not exceed 6 feet. Design of the boardwalk sections of trail will be similar to those of the existing Hoyt-Post Trail. Construction details will be provided to the consultant by WCPARC, which will result in site sensitivity and cost savings. Minimal disturbance to the landscape during construction and minimal impact on water quality are required.



Start of the Hoyt-Post Trail.

Bridge over Fleming Creek

Gaining access to the larger area of land east of Fleming Creek will necessitate a bridge crossing. The bridge should be in keeping with the style and materials of the Sugarbush Trail bridge (Continental Bridge), similar to the pre-fabricated steel bridge pictured here.



Interpretive Pavilion

A very important element of the project will be a large interpretive pavilion that provides an informal setting for outdoor educational programs. The pavilion should be large enough to accommodate 25 – 30 people, including seating for at least 20 people. The pavilion shall be either fully or partially covered to provide shelter from the elements. The design should be distinctive and memorable, to provide a focus and a real attractor which encourages park visitors to experience this portion of the park. Interpretive signage will also be incorporated into the pavilion.

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Interpretive Stations

Interpretive stations (“bump-outs”) along the trail will include signage that explores the role of the old mill pond, the hydrology and glacial history of Fleming Creek, plants and animals found in the creekshed, etc. The full scope and content of the signage will be developed by Parks staff. Other ways to interpret the history of the site, in addition to the use of signage, should be explored (e.g., use of plantings or stones to indicate the location of the old mill pond).

III. Scope of Services

Washtenaw County wishes to obtain the services of a team of professionals consisting of an architectural and/or landscape architecture and an engineering firm in preparing the plans for the accomplishment of this project. Due to the close communication required, WCPARC is interested in proposals from firms that are located no more than 40 miles from Washtenaw County Parks & Recreation Office on Platt Road in Ann Arbor. The firm(s) must also have the capability of generating construction documents necessary for bidding and construction of the project if the Commission elects to proceed to that phase (Phase 4). The initial contract award will be for the first of the 3 phases described below. The Commission may elect to proceed to the final phase with the firm(s) that successfully completes the first 3 phases without rebidding the project.

The project will be performed in the following phases:

PHASE 1: REVIEW OF EXISTING DOCUMENTS/PLANS

1. Review the existing materials, reports, etc., prepared by county staff on the proposed new facility.
2. Review the plans/drawings of existing infrastructure in Parker Mill. Of particular interest will be location of existing utility lines and service.
3. Preliminary Concept Plan (see Appendix)

Copies of these documents will be made available to the selected consultant. Additional information will also be provided concerning the specific activities to be conducted in the new facility.

PHASE 2: PREPARATION OF PRELIMINARY DESIGN & COST ESTIMATE

Utilizing the information gained in Phase 1, the selected consultant will proceed with preparation of a preliminary design for the new facility. Throughout this Phase, as through the remainder of the project, the selected consultant will work closely with Washtenaw County Parks and Recreation Commission staff. The appropriate staff will be identified for the consultant and sufficient time for meeting with the consultant will be made available. The county staff working with the consultant will include the Director, Deputy Director, Park Planning Supervisor and Park Planners.

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Upon completion of the preliminary design, 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 of \$250,000 has been established for this project. Care is to be exercised to ensure the cost of construction does not exceed this amount. All associated costs must be met from within this amount, including all permit related expenses.

PHASE 3 - DESIGN DEVELOPMENT

This phase of the project will require preparation of a design based on the work performed in Phases 1 & 2. The design will reflect the needs identified in consultation with county staff and the economic limitations of available funding. It is expected that the bridge, trail, interpretive facility and associated outdoor spaces will harmonize with the natural setting, not deleteriously impact the natural drainage system, facilitate the activities of park staff and attract additional users to the park.

The final products at this stage will include a site development plan, a narrative, and drawings to illustrate the overall character of the interpretive pavilion and stations, the bridge and any other significant landscape elements proposed by the consultants and agreed to by WCPARC. At the completion of this phase, the deliverables provided to WCPARC should be developed to the point that it should be possible for the consultant, or similarly qualified professionals, to progress directly to the preparation of bidding documents if requested by the Commission, without the need of any further instructions or directions.

PHASE 4 - FINAL PLANS, SPECIFICATIONS AND BIDDING DOCUMENTS

In this phase the selected consultant will prepare final plans, specifications and bidding documents for construction of the park facilities described above. The documents will be submitted to the various regulatory agencies to obtain requisite permits required prior to initiation of project construction (Ann Arbor Township, Michigan Department of Environmental Quality, Washtenaw County Drain Commissioner, Soil Erosion, etc.). 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 selected consultant will be required to work closely with county staff in preparing suitable plans, specifications and bidding documents.

Letting the project for bid, along with advertising, will be the responsibility of Washtenaw County, through its Purchasing Department. The selected consultant will be responsible for providing reproducible copies of the bidding documents (plans, specifications, etc.). The consultant will be responsible for reproduction of the bidding documents but will be reimbursed by the county.

IV. Project Control

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.

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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 for the purpose of reviewing progress and providing necessary guidance.
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. Within 10 working days of the award of the contract, the consultant will submit to the county's project manager for approval a work plan, which includes the following:
 - a. The consultant's project organization structure with names and titles of personnel assigned to the project
 - b. The project breakdown showing subprojects, activities and tasks; indicating the resources required and allocated to each
 - c. The time-phased plan for completing the project

V. Submittal Process and Details

Proposals are sought from a firm or firms with recognized expertise in architecture, landscape architecture and civil engineering with experience in a park setting. Proposals should include the following:

1. Consultant's name, address, and name of primary contact person.
2. A description of the specific staff who 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 park trail design including placement of bridges and design of interpretive facilities.
5. Estimated time commitment for each staff person as a percentage of the total time to complete the work.
6. Expected workload during the project period, (i.e., readiness to serve).
7. Evidence of ability to work within tight time constraints.
8. Location and availability of intended subcontractors. (While the County does not require consultants to be local firms, availability to discuss design questions is a primary concern).

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- 9. List of client references.
- 10. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the 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 May 1 or May 2, 2007.

Final selection will be made by May 9, 2007. 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.

Please provide **five (5)** copies of the proposal.

PLEASE NOTE: The proposal must be submitted in hard copy form. Facsimile transmissions will not be accepted.

Inquiries should be directed to:

Richard L. Kent, Park Planner
(734) 971 6337 extension 319 or kentr@ewashtenaw.org

VI. 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:

RFP sent out	April 2, 2007
Mandatory Pre-bid (on site)	10:00 am April 11, 2007
Deadline for Proposals	April 23, 2007
Complete Review of Proposals	April 27
Candidate Interviews	May 2
Contract Award	May 9, 2007
Kick off Meeting	May 11, 2007
Phase 3 Completion	July 2, 2007

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Appendix A

STANDARD PROVISIONS FOR CONTRACTS

AGREEMENT is made this _____ day of _____, 2007, 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 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 CONSULTANT

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

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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.

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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, 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.

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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.

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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)
(CONTRACTOR'S NAME)

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ATTACHMENT 1 - LOCATION MAP

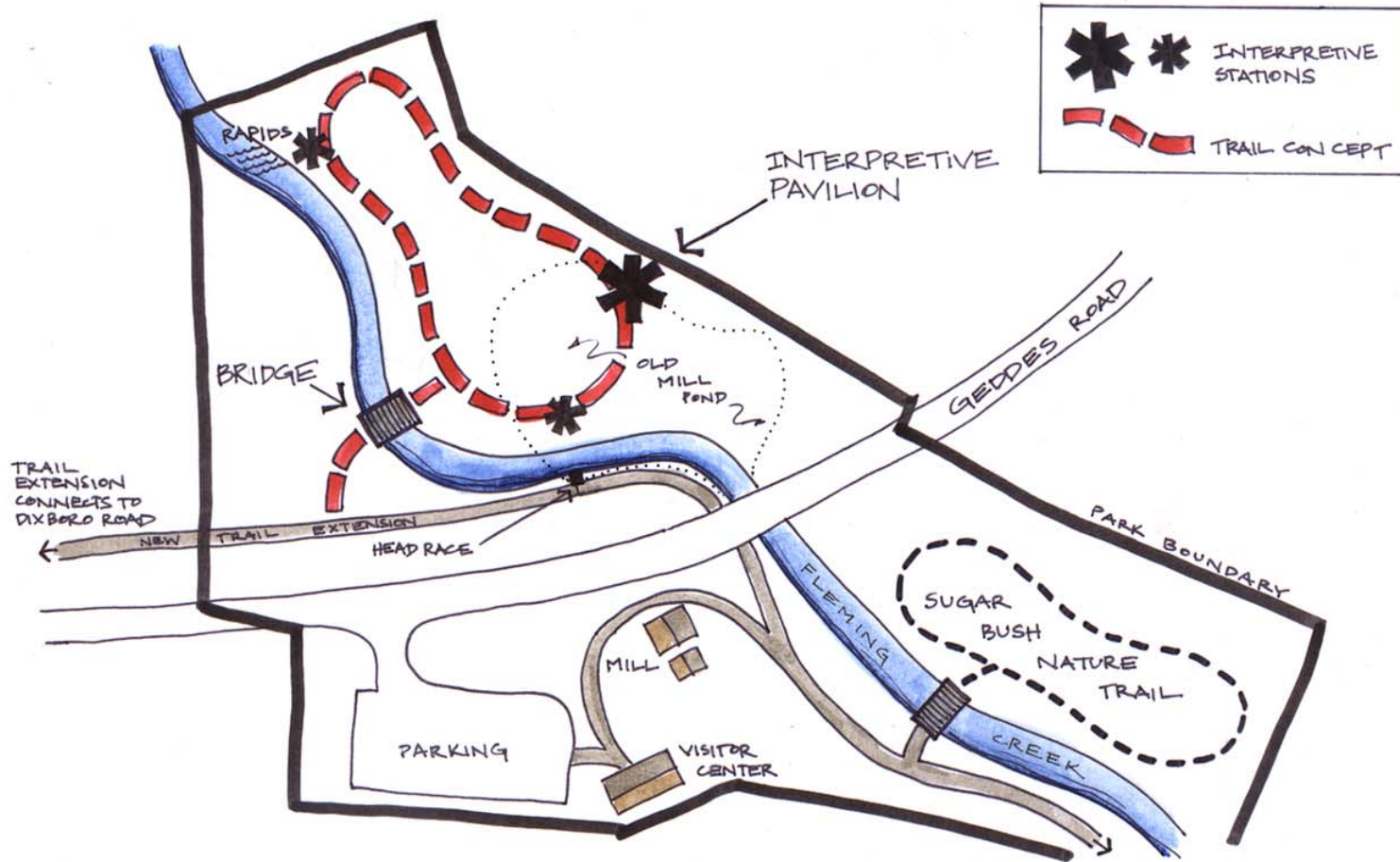
Project Locator Map

Trail and Interpretive Station Development
Parker Mill County Park



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ATTACHMENT 2 - PRELIMINARY CONCEPT PLAN



PRELIMINARY CONCEPT PLAN
TRAIL & INTERPRETIVE STATION DEVELOPMENT
PARKER MILL COUNTY PARK • WASHTENAW COUNTY, MICHIGAN

DRAWING NOT TO SCALE