

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6393

PLANNING AND CONSULTING

SERVICES

FOR

MASTER SITE PLAN DEVELOPMENT

WASHTENAW COUNTY PARKS
AND RECREATION COMMISSION
ANN ARBOR, MICHIGAN

Prepared by:

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

Robert G. Devault, C.P.M.
Purchasing Manager
Phone: (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 # 6393

March 17, 2008

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Department is issuing a Request for Proposal (RFP) #6393 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 Planning and Consulting Services required to develop Master Site Plans for Rolling Hills County Park and up to three additional parks: Independence Lake, Sharon Mills, and Staebler Farm.

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

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

by 2:00 p.m. on Thursday March 27, 2008

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 # 6393**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Coy Vaughn at **734-971-6337 x 321** or vaughnc@ewashtenaw.org

Thank you for your interest.

I. PROPOSAL INFORMATION

Definitions	“Bidder”	an individual or business submitting a bid to Washtenaw County
	“Contractor”	One who contracts to perform services in accordance with a contract
	“County”	is Washtenaw County in Michigan
	“WCPARC”	is the 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 (5) copies, 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.

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.

III. TERM OF CONTRACT

The contract term will be from April 8, 2008 till December 31, 2009. The contract may be extended for an additional amount of time 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.

IV. 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 Planning and Consulting Services required to develop Master Site Plans for Rolling Hills County Park and up to three additional parks: Independence Lake, Sharon Mills, and Staebler Farm. Although this proposal is intended to focus on the Rolling Hills Master Plan, once under contract, the selected consultant may be retained to complete the additional master plans.

The Consultant is asked to prepare a fee proposal based on the scope of services outlined for the Rolling Hills master site plan. The Consultant who is awarded the contract will be required to prepare cost quotations prior to the commencement of work on each individual master site plan. Payment will be made on the basis of these individually approved service requests.

II. Description and Purpose of Proposed Work

WCPARC is seeking to complete a park master site plan for Rolling Hills Park by June 2008. The plan will guide capital improvements for the park over the next five to ten years.

Key steps in preparation of the master plan include:

- 1) Determining the program or uses of the park.
- 2) Inventorying and analyzing the site potential for the stated uses.
- 3) Identifying the functional relationship between the uses.
- 4) Fitting the program to the site.
- 5) Refining the conceptual plan
- 6) Preparing a final master site plan document and high quality graphic depicting of the final schematic plan.
- 7)Facilitation of public input on the proposed plan.

WCPARC staff are in the process of completing much of the background and conceptual planning work (steps 1-4 above) for the master site plan. The selected consultant will be asked to work with staff to refine and synthesize the conceptual plan materials into a final master site plan document. The consultant will also be expected to facilitate at least three public meetings to solicit input on the proposed plan. In selecting a firm, an emphasis will be placed on the ability to produce a high quality graphic representation of the park plan that will allow WCPARC to communicate the proposal to the public. The graphics should include full color plans, elevations, perspectives and/or digital imaging.

Work already completed by staff includes the following:

- Proposed park program and conceptual plan
- Notes from brainstorming sessions and research on potential park uses
- PowerPoint presentation to WCPARC Commission on 2/12/08
- Inventory and analysis of entire park property
- Rolling Hills Background and History
- Study of water park expansion opportunities and alternative concepts
- Feasibility study for septic field suitability
- Conceptual mountain bike trail plan and proposed grading

Rolling Hills Background.

Rolling Hills Park opened to the public in the winter of 1984-1985. It was the first major county park with operations occurring year-round. Based on location and facilities, the park currently attracts nearly 200,000 people a year. The park is located approximately 10 miles from downtown Ann Arbor and 5 miles southwest of downtown Ypsilanti on a primary north-south route. It is located in an area where considerable rural residential development is occurring. It is especially accessible to residents in rapidly growing Ypsilanti and Pittsfield Townships, and to the Cities of Ypsilanti, Saline and Milan.

The current park area is comprised of 363 acres. The original 151 acre park site was acquired in 1983. Since 2005, an additional 212 acres have been purchased to expand the land base for additional activity development.

Park development in eastern Washtenaw County has lagged behind the extremely high population increase seen there in recent years. Population growth has outstripped supply of intensive recreation facilities, while economic pressures have increased the need for recreation facilities to support themselves. The enormous popularity of the water park facility addition to Rolling Hills has essentially created "a park within a park" and helped draw usage away from other park resources. Recent major land additions to the park have created opportunities to explore a wide range of new recreation development activities to better serve the public at the park. With these factors in mind, the Commission and staff determined the need to update the current master plan for the park.

The original master plan for Rolling Hills was completed in September 1979, and updated in May 1989 to reflect Commission desires to pursue a phase II family aquatic center. This was followed by a September 1989 conceptual study of water park needs, goals, features and costs that proposed construction of a bathhouse, leisure and wave pools, water slides, and other supporting facilities at the park. Based on the enormous popularity of the subsequent water park development, an informal park master plan update was prepared in 2000 that recommended the addition of a lazy river, water playground, and food concession to the aquatics center. This update also recommended picnicking, trail, and fishing pier improvements at the park.

III. Scope of Services

Washtenaw County wishes to retain the services of a team of professional planners and/or landscape architects with experience in the preparation of master plans, community recreation plans, and site development plans. Due to the close communication required, WCPARC is particularly interested in proposals from firms that are located no more than 60 minutes in travel time from the clients office in Ann Arbor.

It is anticipated that the development of the Rolling Hills Master Site Plan, and subsequent work on the three remaining master plans, will be performed in the following phases:

PHASE 1: REVIEW OF EXISTING DOCUMENTS/PLANS

1. Review the existing background materials and conceptual master site plan prepared by county staff for the subject park. (see Appendix for Rolling Hills Information).
2. Review the existing Washtenaw County Parks and Recreation Master Plan Update (January 2004) and the associated Parks and Recreation Survey.
3. Prepare a schedule indicating general time frames, benchmarks, products, and required meetings that will facilitate adoption of the plans by the required deadlines. The schedule shall be developed after meeting with appropriate WCPARC staff.

Additional information will be provided to the selected consultant regarding utility availability, most recent park master plans, water park design alternatives/details, capital improvement plans, etc.

PHASE 2: PREPARATION OF PRELIMINARY MASTER SITE PLAN

Utilizing the information gathered in Phase 1, the selected consultant will proceed with preparation of a preliminary master plan layout for the park. The consultant will analyze the proposed park program to identify future facility, infrastructure and programmatic needs.

Throughout this Phase, as through the remainder of the project, the selected consultant will work closely with Washtenaw County Parks and Recreation Commission staff and various focus groups regarding specific park uses. A one day planning workshop will be arranged to allow the consultant to meet with each of the five focus groups to review user needs and conceptual design ideas. 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, and Superintendent of Park Planning.

The consultant will also be expected to compile data related to trends and specifications for specific park uses that will assist WCPARC and staff in making informed decisions regarding the design and spatial relationships of the proposed park uses. This information will supplement what has already been collected by staff.

Deliverables - Prepare a draft of the preliminary master site plan document and necessary graphics (i.e., charts, general graphics, maps, etc.) The typical format for the maps in the final plan document will be 11"x17" in color.

PHASE 3: PRESENTATIONS AND PUBLIC INPUT

This phase of the project will require the facilitation of at least 3 public meetings to solicit input on the proposed plan based on the work performed in Phases 1 & 2. The

selected consultant will be responsible for presenting the plan and documenting all relevant public input.

Deliverables: 24" x 36" display boards and a PowerPoint presentation outlining the details of the master plan, the planning process, and supporting materials.

PHASE 4: FINAL MASTER SITE PLAN DOCUMENT AND GRAPHICS

Based on the public input from PHASE 3, and further discussions with WCPARC and staff, prepare the final master plan document and graphics.

Deliverables - Final submission of the master site plan, including any necessary revisions, shall consist of one original and 25 copies of the plan. It is anticipated that the final master plan document will be 25-50 pages. Originals or copies suitable for reproduction of all graphics and artwork used in presentations and the plan document shall also be included (electronic and hard copies). The final master site plan drawing shall be 24"x36" , printed in color, and mounted for display purposes. The primary purpose of the final plan is to generate public support and excitement for park development.

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.
2. Although there will be continuous liaison with the consulting team, the Parks and Recreation Commission's project manager will meet as often as required with the consultant's project manager to review progress and provide necessary guidance.
3. 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 a proposed work plan for review and approval by WCPARC. At a minimum, the proposed work plan shall include:
 - a. The consultant's project organizational 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 schedule for completing the project.

V. Submittal Process and Details

Proposals are sought from a firm or firms with recognized expertise in landscape architecture and park planning. Proposals should include the following:

1. Consultant's name, address, and name of primary contact person with phone number and e-mail address.
2. Provide a detailed scope of services, outlining the manner in which the bidder intends to proceed, including tasks and schedule, in accomplishing the proposed scope of work.
3. Describe the format and final work products anticipated from this project.
4. A description of the specific staff that will comprise the project team for this assignment. This should include background, experience, and qualifications. Include similar information on any other significant external resources you propose to use, such as contracted services. Also illustrate the roles and responsibilities of project team members.
5. Samples of related/comparable past projects that demonstrate the experience and expertise necessary for this project.
6. Statement of qualifications and experience preparing park master site plans and facilitating the design process (prior experience is mandatory).
7. Estimated time commitment for each staff person as a percentage of the total time to complete the work.
8. Expected workload during the project period, (i.e., readiness to serve).
9. Evidence of ability to complete work within tight time constraints.
10. Location and availability of intended subcontractors. (While the County does not require consultants to be local, availability to discuss design questions is a primary concern).
11. A minimum of three client references for similar work.
12. 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 April 2, 2008.

Final selection will be made by April 8, 2008. 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.

VI. 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.

VII. Proposal Receipt

Proposals must arrive on or before **2:00 pm, March 27, 2008**. Prospective firms are responsible for the timely delivery of their proposal.

Proposals must be submitted to:

Washtenaw County Purchasing Division
Administration Building
PO Box 8645
Ann Arbor, Michigan 48107

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

VIII. 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.

IX. Type of Contract

A standard Professional Service Contract will be executed between the WCPARC and the consultant (see Appendix A). The WCPARC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the WCPARC's sole judgment, the best interests of Washtenaw County will be so served.

X. Questions and Additional Information

Telephone or email Coy Vaughn, Superintendent of Park Planning (734) 971 6337 extension 321, or vaughnc@ewashtenaw.org with technical questions regarding this RFP.

XI. Cost Liability

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

XII. 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	3/17
Deadline for proposals	3/27
Complete review of proposals	4/1
Candidate interviews	4/2
Contract award	4/8
Kick off meeting	4/9
Commission Meeting Presentation	5/13
Public Meeting	5/22
Final Draft of Master Site Plan	6/2
Adoption by Commission	6/10

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.

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, 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 \$10.19 per hour with benefits or \$11.95 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, 2008 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: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

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

APPROVED AS TO FORM:

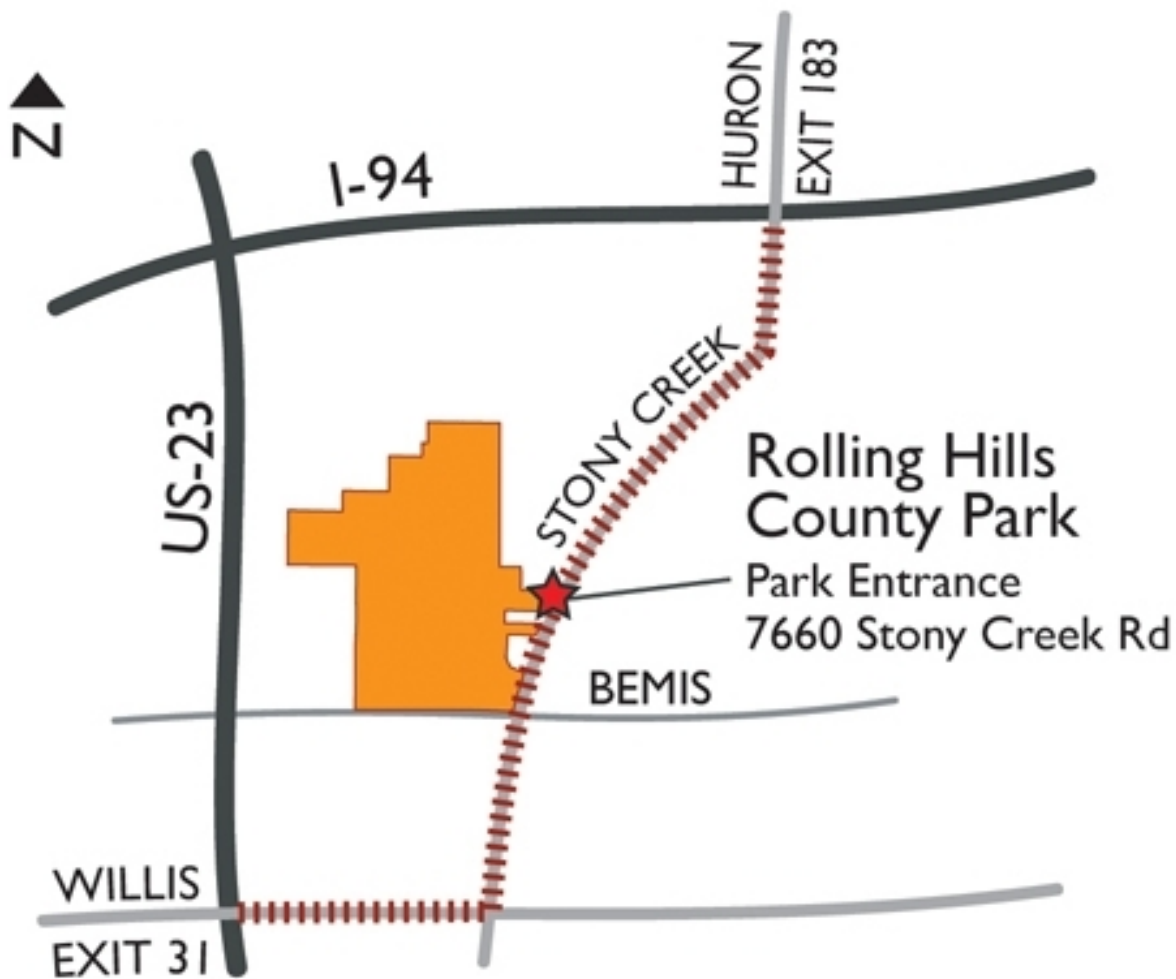
CONTRACTOR

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

By: _____
(CONTRACTOR'S NAME) (DATE)

ATTACHMENTS

Location Map



Background Report – Rolling Hills

General- Rolling Hills Park opened to the public in the winter of 1984-1985. It was the first major county park with operations occurring year-round. Based on location and facilities, the park currently attracts nearly 200,000 people a year.

Location-The Park is located approximately 10 miles from downtown Ann Arbor and 5 miles southwest of downtown Ypsilanti on a primary north-south route. It is in area where considerable rural residential development is occurring. It is especially accessible to resident in rapidly growing Ypsilanti and Pittsfield Township, and to the City of Ypsilanti, Saline and August Township. The park is not currently served by public transportation.

Acquisition History- The current park area is comprised of 363 acres. The original 151 acre park site was acquired in 1983 with the assistance of a \$438,850 LWCF grant. Since 2005 an additional 212 acres have been purchased in order to expand the land base for additional activity development at the park.

Existing Conditions- Park development in the eastern section of Washtenaw County has lagged behind the extremely high population increase seen there in recent years. Population growth has outstripped supply on intensive recreation facilities. Economic pressures have increased the need for recreation facilities to support themselves. The enormous popularity of the water park facility addition to Rolling Hills has essentially created “a park within a park” and helped drawn usage away from other park resources. Recent major land additions to the park have created opportunities to explore a wide range of new active recreation development activities to better serve the public at the park. With these factors in mind, the Commission and staff determined the need to update the current master plan for the park.

Park Master Planning- A master plan for concept development of Rolling Hills was completed in September 1979 by BRI. It envisioned a variety of county needs with special emphasis on the Ypsilanti area’s desire for swimming, winter sports, and ball fields. Difficulties in acquiring the original park site put implementation of the plan on hold for a period of several years. In April 1983 the master plan was revised by Rankin & Associates to reflect a modified phase I development plan which include a 3.8-acre pond for swimming and fishing, picnic area, cross country ski trails, nature trails, a recreation complex with restrooms and warming area, toboggan run and a maintenance area. The master plan for the park was again updated in May 1989 by HEPY to reflect Commission desires to pursue a phase II family aquatic center was at the park. This was shortly followed by a September 1989 Leisure Concepts and Design conceptual study of water park needs, goals, features and costs that proposed construction of a bathhouse, leisure and wave pools, water slides, and other supporting facilities at the park. Based on the enormous popularity of the subsequent water park development, an informal park master plan update was prepared in 2000 that recommended lazy river, water playground, and food concession additions to the aquatics center and other general picnicking, trail and fishing pier park improvements at the park.

Development/Grant History

- Phase I- Completed in 1985 (note: pond swimming was subsequently closed in 1991 due to public safety issues to water turbidity levels. Toboggan run was also subsequently closed in 19__due to unreliable southern Michigan weather conditions for supporting winter park operations)
- Phase II- Completed in 1991. The project was developed with the financial assistance of a State of Michigan \$750,000 Clean Michigan Initiative Recreation Bond grant
- Phase III- Completed in 2004. The project was developed with the financial assistance of a State of Michigan \$750,000 Clean Michigan Initiative Recreation Bond grant

In addition to the above major phases of development at the park, several minor project developments have been constructed at the park. These include construction of a children's playground, 18-hole disc golf course, and an upgraded maintenance facility.

Recreation Programs at the Park- A wide variety of recreation programs have been conducted at the park over the years. These include day camp, biathlon, swimming, T-ball, fishing contests, disc golf tournaments, volleyball leagues, educational demonstrations, holiday activities, walking clubs, cross country track meets and other programs.

Annual O&M Cost- The 2006 operation and maintenance budget expenditures for the Rolling Hills County Park and Aquatic Center year was \$1,053,397 and was broken down as follows:

Wages- \$737,729 Supplies & Services- \$310,460 Capital Outlay- \$5,208

Rolling Hills Park revenues from all sources (vehicle passes, gate fees, winter rentals, vending, water park entries, concessions and pavilion rentals) totaled \$1,150,126.

ROLLING HILLS PARK- SITE

Site Characteristics- With frontage on Bemis, Stony Creek, Merritt and Munger Roads, the site is readily accessible to the surrounding regional population. The park has open, level fields, gently rolling areas, and a small stream valley with outstanding views and impressive slopes varying from 5 to 20%- a rare feather in this part of the County. McCarthy Creek arises from springs and flows southeasterly through the site. Vegetation includes numerous hedgerows, stream willows and wetland area, an 8-acre mature oak-hickory woodlot and a small prairie area. Soils are with a few exceptions stable and well-drained, capable of supporting most forms of recreational activity.

Zoning- Rolling Hills is located within an area zoned R-1- Single Family Residential. The Ypsilanti Township Master Plan recommends that the area remain single family residential. Setbacks for a par within a residential zone are eighty feet from all property lines.

Surrounding Land Features/Character- The area in the vicinity of Rolling Hills is still somewhat rural in character, with large, single-family lots, farmsteads, woodlands and abandoned fields. In recent years, however, the area is rapidly growing and development of single-family sub-divisions is prevalent.

Site Utilities and Infrastructure- The park currently has gas, electric/phone and water utility services. Since the park is located outside present sewer service limits, sanitary service is provided by on-site septic systems. Creation of a Sewer Assessment District and extension of Ypsilanti Community Utility Authority sewer service to the park would be highly desirable but costly and potentially institutionally problematic.

Site Opportunities and Constraints- Recent land purchase expansions to the park have created many new activity and facility development opportunities at the park. The major constraint to this development at the park is that the current land base and facility development pattern at the park impose certain significant limitations on development of a park with a single, manageable park entrance.

ROLLING HILLS PARK- NEEDS AND RECOMMENDATIONS

Recreational Surveys- Recreational surveys relating to expressed public desires for recreational improvements at the park are as follows:

- 1978 UM School of Natural Resource Survey
- 1985 UM Survey Research Center
- 1991 UM Survey Research Center
- 1996 Washtenaw County Parks and Recreation
- 1997 Washtenaw County Parks and Recreation
- 2003 MORPACE International

The finding and resulting conclusions of these surveys with respect to Rolling Hills may be summarized as follows:

- Residents living east of U.S. 23 generally feel that local parks and recreational facilities are inadequate to serve regional needs
- Additional trails, playgrounds, and restrooms are considered among most needed additions to parks
- Other needs additions such as large indoor facilities, soccer fields, and golf amenities rated moderately high and of greater importance by eastern county area residents than those of other regions within the county

Current Regional Needs- For maximum Commission program and cost efficiency, it is further recommended that Rolling Hills Park and other individual park needs also be evaluated within the context of overall County-wide recreational needs and available park resources and attributes. While certain core activities and services are typically required at most parks, other recreational elements should whenever possible be evaluated for maximum suitability on a park system basis.

Proposed Park Program

New park uses:

- Community Recreation Center
 - ✓ Active Field Complex
 - ✓ Soccer
 - ✓ Baseball/Softball
 - ✓ Miracle field
 - ✓ Turf maintenance facility
 - ✓ Concession/Restrooms
 - ✓ Adjacent playground
- Adventure Playground
- Golf Learning Center
- Dog Park

Expand and/or Improve:

- Expand Trail Network
 - ✓ Multi-use trails
 - ✓ X-country ski/run trails
 - ✓ Mountain bike trails and technical course (with trail head)
- Expand existing Water Park
- Expand existing Disc Golf Course
- Additional Pavilions
- Improve vehicular circulation
 - ✓ Create a Looped Drive System
 - ✓ Additional access from Merritt Road
 - ✓ Enhance existing park entrance

Preliminary Concept Plan

