

**REQUEST FOR PROPOSAL**

**#6834**

**Border-to-Border Trail  
Alignment and Engineering**

**Segment D-2 & E-1**

**FOR**

**Washtenaw County  
Parks & Recreation Commission**

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Angela O. Perry  
Purchasing Manager  
(734) 222-6768



**Proposal Submitted by:**

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## WASHTENAW COUNTY

### Finance Department

#### Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

## RFP #6834

April 2, 2015

Washtenaw County Purchasing Division on behalf of Washtenaw County Parks & Recreation Commission (WCPARC) is issuing a sealed RFP #6834 for the Border-to-Border Trail (B2B) Alignment and Engineering for segment D-2 & E-1.

**Sealed Proposals:** Consultant will deliver one (1) **unbound original** and three (3) **bound copies** each with the pricing page flagged to the County location specified below. In addition, Consultant will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

**By Tuesday, May 19, 2015 at 3:00 PM EST**

A **Mandatory Pre Bid meeting** will be held at the WCPARC Administrative Offices located at 2230 Platt Road, Ann Arbor, MI 48107 on Tuesday, April 28 at 2:00 PM

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

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6834**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Peter Sanderson **via e-mail only** at [sandersonp@ewashtenaw.org](mailto:sandersonp@ewashtenaw.org)

Thank you for your interest.

## PROPOSAL INFORMATION

### I. PROPOSAL DEFINITIONS

#### Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Consultant”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Owner”	Washtenaw County Parks & Recreation Commission (WCPARC)

### II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated 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 must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of two (2) years, with an option to renew an additional one year, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

**III. BIDDER QUALIFICATIONS**

**BIDDER'S QUALIFICATIONS AND EXPERIENCE STATEMENT**

The Owner requires supporting evidence regarding Bidder's Qualifications and competency for the proposed project work elements. The Bidder is required to furnish all of the applicable information listed below, which must be submitted with the sealed bid at time of the Bid Opening. The Qualifications and Experience certificate must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Washtenaw County Purchasing Division

Address: 220 N. Main Street, Ann Arbor, MI 48104

Submitted By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No. \_\_\_\_\_

Principal: \_\_\_\_\_

Corporation: \_\_\_\_\_

Joint Venture: \_\_\_\_\_

Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

Name of Project: Border to Border Trail Alignment & Engineering: Segment D-2 & E-1

ORGANIZATION

How many years has your organization been in business as a CONSULTANT?

How many years has your organization been in business under its present business name?

Under what other or former name(s) has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of Organization: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals:

LICENSING

List jurisdiction and professional categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization's partnership or trade name is filed:

EXPERIENCE

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list similar, major projects your organization has completed in the past five (5) years, giving the name of project, OWNER, Architect/Engineer/Landscape Architect, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the related project experience and present commitments of any key individuals of your organization.

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details)

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers?  
\_\_\_\_\_

REFERENCES

Name and Address of Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mr/Mrs/Ms \_\_\_\_\_ being duly sworn deposes and says that the information provide herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID MAY BE CONSIDERED INCOMPLETE.**



#### IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. The award will not be based solely on low bid alone. WCPARC staff will review the proposals and select consultants for interviews who have a technically correct and complete proposal, can demonstrate organizational capacity, past performance with similar projects, and a thorough understanding of the current project. Based on the results of the interview and proposals, WCPARC staff will make a recommendation on whom to offer a contract for the project.

The initial contract award for this project will be made based on the total value of Part A; Part B may be added later by amending the contract (refer to Scope of Services for specifics). Since the prices for Part B are dependent on the information gathered through Part A, WCPARC and the awarded consultant may renegotiate the contract value and term as needed for Part B based on the work of Part A. WCPARC reserves the right to re-bid or renegotiate Part B with consultants who submitted a bid for RFP 6834, if necessary. Part B prices are for budgetary and grant funding purposes, and may also be considered in the award of Part A of this project. Prices for Part B must be provided as a part of this bid or the bid will be considered incomplete.

#### V. PROPOSAL SPECIFICS

##### A. Project Location

The project site is a corridor that is generally located along the Huron River east of the City of Dexter and west of the City of Ann Arbor. The land is partly in private and public ownership and lies on both sides of the river. In general, the approximately 3.65 mile corridor begins in Dexter-Huron Metropark and follows the course of the Huron River, Huron River Drive and the MDOT railroad tracks, ending at the Tubbs Road Bridge (see Attachment A for map).

##### B. Description of Proposed Work and Background

The Washtenaw County Parks and Recreation Commission (WCPARC) is committed to building a non-motorized trail, known as the *Border-to-Border Trail (B2B)*, across the County which generally follows the course of the Huron River. The total B2B corridor is approximately 35 miles long. The objective of the B2B is to locate as much of the 10-12 foot wide, non-motorized trail as is possible off road. For implementation purposes, the trail corridor has been divided into 13 segments: A through M. A key portion of this B2B trail connects the series of Metroparks along the Huron River (Hudson Mills, Dexter-Huron, and Delhi) with the City of Dexter—segments C and D. This project focuses on segment D-2, approximately 3.65 miles, of the 8.6 mile corridor between the City of Dexter and the City of Ann Arbor (see Attachment A).

The purpose of this project is two-fold. First, the study component will verify, update, extend (by approximately 0.84 miles), and evaluate route alternatives outlined in the *2004 Segment D Summary Report* (Attachment B). Second, the entire D-2 segment shall be designed and engineered with “shovel ready” construction documents. This process will involve presentations and incorporating feedback into the plans from a series of meetings with WCPARC staff, stakeholders, and the public. Information generated through this project will be used to assist in the preparation of grant and permit applications to the State of Michigan, Michigan Department of Transportation, Michigan Department of Natural Resources, Michigan Department of Environmental Quality, and other possible reviewers and supporters.

A few critical events have happened since the *2004 Segment D Summary Report* (Attachment B) was completed:

1. Litigation regarding bridge crossings in areas that are protected under the Natural Rivers Act has received a judgment.
2. Segment C of the B2B (connecting Hudson Mills Metropark to the City of Dexter) has been installed and is being heavily used. Also, Segment D-1 (connecting the City of Dexter to Dexter-Huron Metropark) has been mostly constructed, with the remaining gap to be completed this summer (2015).
3. The railroad, formerly owned by Norfolk Southern, has been purchased by MDOT. WCPARC has initiated conversations with MDOT about potential use of portions of the railroad’s Right of Way (ROW) for the B2B trail. MDOT is willing to entertain proposals, but decisions will be made on a case by case basis and no formal commitment from MDOT has been made at this time. Additionally, any potential use of the railroad ROW has its own set of challenges, which include: having buried utilities (fiber optic) within the ROW, being an active rail line and its federal designation as a high speed rail corridor.
4. The B2B trail has been incorporated into the Governor’s Trail Initiative and the *Iron Belle Trail* – a statewide trail network that connects Belle Isle Park (Detroit) to Ironwood (western UP). This could open up future funding opportunities.

### **C. Scope of Services**

The study has been divided into two parts, “A” and “B”, as outlined below. Please note that the price sheet is based on the descriptions of sub-parts as written below. Additionally, some sub-parts may be able to be performed simultaneously.

*At least two printed hard copies along with complete electronic copies of all products described below shall be provided to WCPARC upon completion.*

#### **Part A: Route Evaluation & Trail Alignment Update**

Requirements for Part A include, but are not limited to, the following items and other related work:

1. Perform a comparative impact assessment and create a succinct, written report for to evaluate trail routing and

river crossing options that are located within the Natural River Designation as outlined in Attachment B. Includes any on-site investigations as necessary and presentations of report to stakeholder groups.

- The report should be based on the Natural Rivers Act permit review process (R 281.305 and any other applicable rules). Rules available on the Michigan DNR website.
2. Review the existing *2004 Segment D Summary Report* (Attachment B) and determine which conclusions are still valid and accurate in 2015. If it is determined (in coordination with WCPARC staff) that the route, or portions thereof, must be changed, update the 2004 study as necessary. The update should reflect changed conditions and any new agency requirements (i.e. MDOT, HCMA, Natural Rivers Act, etc.). The update includes selection of a final trail alignment and elimination of options in preparation for design and engineering. Includes any on-site investigations as necessary.
  3. Expand the alignment study from the existing terminus of segment D-2 in Delhi Metropark to the Tubbs Road Bridge (see Attachment A; segment E-1). Incorporate the E-1 segment into the updated report at the same level of detail as the rest of the report. Includes any on-site investigations as necessary.
  4. Presentation(s) of updated and expanded report (including maps, graphics, handouts, etc.) to stakeholders to discuss an overview of the route, justification for selection, and critical constraints—includes revision(s) as necessary based on feedback. Plan on a minimum of three stakeholder presentations.
  5. Presentation of the final alignment at a public meeting. Includes revisions as necessary (based on feedback) and incorporation of meeting notes into the report.
  6. Identify permit requirements, land or easement purchases that will be required, approvals that will be necessary for the entire alignment, next steps, and any other related items.

Part B: Survey, Design and Engineering

Requirements for Part B include, but are not limited to, the following items and other related work:

1. Based on the final alignment from Part A, complete a detailed survey of sufficient quality to complete the design and engineering of segment D-2 and E-1. Survey shall be of sufficient width throughout the corridor to show critical site features and drainage patterns. Costs shall be based on the phases of segment D-2 and E-1 (three total phases). Survey data shall be provided to

WCPARC as a PDF and in a format compatible AutoCAD.

- Items for the survey include, but are not limited to: topography at 1' contour intervals, critical spot elevations at high and low points, trees greater than 6" DBH (and tree type), wetland delineation boundaries (includes delineation of wetlands), utilities (above and below ground), transportation infrastructure (i.e. roads, railroad, etc), existing drainage structures (size, type, end treatment and grade of culvert with sufficient adjacent elevations to show flow), adjacent property boundaries, right of way information, and any other important site features as observed by the surveyor in the field.
2. Field verify and adjust the final alignment from Part A using the survey information. Includes performing soil borings at a minimum of 200' intervals along the proposed trail centerline to determine route feasibility. Indicate soil boring locations on the survey. Includes field staking of the trail centerline. Costs shall be based on the phases of segment D-2 and E-1 (three total phases).
  3. Based on the results of the previous work, perform all work necessary to create a **complete**, bid ready set of construction documents (plans, specifications, details, proposal forms, etc.) for the final alignment. Costs shall be based on the phases of segment D-2 and E-1 (three total phases).

#### D. 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 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

#### **E. Submittal Process and Details**

Proposals are sought from firms with recognized expertise in landscape architecture, civil engineering, surveying, and transportation and greenway planning. It is anticipated that firms with different qualifications will team up to form a multi-disciplinary team to provide all of the services required by the project. Proposals should include the following:

1. Consultant's names, addresses, and name of primary contact person.
2. A description of the specific staff that will comprise the project team for this assignment. This should include background, experience and qualifications. Include similar information on any other significant external resources you propose to use, such as contracted services. Also illustrate the roles and responsibilities of project team members.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with preparation of Greenway Master Plans (a minimum of 5 years of related prior experience is mandatory).
5. Review copy of a Corridor Study or similar document recently prepared.
6. Estimated time commitment for each staff person as a percentage of the total time to complete the work.
7. Expected workload during the project period, (i.e., readiness to serve).
8. Evidence of ability to work within tight time constraints.
9. 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).
10. List of client references.
11. 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 in an interview format, to discuss the project and consultant qualifications, in greater detail. Those firms selected will be scheduled for interview the week of June 1, 2015. 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 NOTE:** The proposal must be submitted in hard copy and electronic form. Facsimile transmissions will not be accepted.

### **F. Preliminary Schedule**

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

Please submit your proposal to meet the following schedule (preliminary):

RFP issued	April 2, 2015
<b>Mandatory Pre-Bid Meeting</b>	<b>April 28, 2015</b>
<b>Deadline for Proposals</b>	<b>May 19, 2015</b>
<b>Candidate Interviews</b>	<b>June 1, 2015</b>
Contract Award	June 9, 2015
Kick off Meeting	June 22, 2015
Part A 95% Draft (submit to WCPARC)	November 20, 2015
Part A completion	December 18, 2015
Part B completion	May 27, 2016

## PRICE SHEET

Based on work as outlined in the Scope of Services (SoS) (pages 8-10)

Example: "A1" (below) is Part A, item #1 from SoS

The initial contract award for this project will be made based on the total value of Part A; Part B may be added later by amending the contract. Since the prices for Part B are dependent on the information gathered through Part A, WCPARC and the awarded consultant may renegotiate the contract value and term as needed for Part B based on the work of Part A. WCPARC reserves the right to re-bid or renegotiate Part B with consultants who submitted a bid for RFP 6834, if necessary. Part B prices are for budgetary and grant funding purposes, and may also be considered in the award of Part A of this project. Prices for Part B must be provided as a part of this bid or the bid will be considered incomplete.

Line No.	Item Number (from SoS)	Description	Bid Amount (Lump Sum)
<b>Part A: Route Evaluation and Trail Alignment Update</b>			
1.	A1	Comparative impact assessment for trail route options and crossings based on the Natural Rivers Act review process	\$
2.	A2	Review & Update of the 2004 study; and determination of preferred alignment	\$
3.	A3	Expand study to the Tubbs Road bridge (segment E-1) – approx. 4,450 LF	\$
4.	A4	Presentation(s) to stakeholder groups and route/report refinement	\$
5.	A5	Presentation(s) to the public and route/report refinement	\$
6.	A6	Identification of permits, acquisitions, easements, and next steps for design	\$
7.	<b>Total for Part A</b> (Sum of Lines 1 through 6)		<b>\$</b>
<b>Part B: Survey, Design and Engineering</b>			
8.	B1 – Segment D-2 Phase 1	Survey for Segment D-2 Phase 1 (approx. 5,460 LF)	\$
9.	B1- Segment D-2 Phase 2	Survey for Segment D-2 Phase 2 (approx. 9,370 LF)	\$
10.	B1 – Segment E-1	Survey for Segment E-1 (approx. 4,450 LF)	\$
11.	<b>Subtotal 1</b> (Sum of Lines 8 through 10)		<b>\$</b>

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12.	B2 – Segment D-2 Phase 1	Field verify route & soil borings for Segment D-2 Phase 1 (approx. 5,460 LF)	\$
13.	B2– Segment D-2 Phase 2	Field verify route & soil borings for Segment D-2 Phase 2 (approx. 9,370 LF)	\$
14.	B2 – Segment E-1	Field verify route & soil borings for Segment E-1 (approx. 3,200 LF)	\$
15.	<b>Subtotal 2</b> (Sum of Lines 12 through 14)		\$
16.	B3 – Segment D-2 Phase 1	Construction documents, specifications, and bid forms for Segment D-2 Phase 1 (approx. 5,460 LF)	\$
17.	B3- Segment D-2 Phase 2	Construction documents, specifications, and bid forms for Segment D-2 Phase 2 (approx. 9,370 LF)	\$
18.	B3 – Segment E-1	Construction documents, specifications, and bid forms for Segment E-1 (approx. 3,200 LF)	\$
19.	<b>Subtotal 3</b> (Sum of Lines 16 through 18)		\$
20.	<b>Total for Part B</b> (Sum of Lines 11, 15, and 19)		\$

Below, write the bid amounts from table above in words (in the event of discrepancy, the amount in words shall govern):

Total bid amount for **Part A** (line 7): \_\_\_\_\_  
 \_\_\_\_\_

Total bid amount for **Part B** (line 20): \_\_\_\_\_  
 \_\_\_\_\_



## SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

**The above individual is authorized to sign on behalf of company submitting proposal.**

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of Consultant proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

**VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

**SAMPLE PROFESSIONAL SERVICE CONTRACT  
FIRM OR CONSULTANT**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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 **FIRM OR 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 .....

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 **\$XX,XXX (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 of the Washtenaw County Parks and Recreation Commission 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 **XX/XX/XX** and ends on **XX/XX/XX**, 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 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 - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

## ARTICLE VII - 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 VIII- 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. 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 may be subject to the approval of the Washtenaw County Administrator, if requested by the 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 Washtenaw County c/o: **Washtenaw County**

**Parks & Recreation Commission & CR#** \_\_\_\_\_, 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 IX - 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 X- 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 XI - 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 XII - 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 XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered Consultants who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2015 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 XIV - 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 XI - 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 XVI - 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 XVII - 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 XVIII - 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 XIX - 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 XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

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

ARTICLE XXIII - ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_ (DATE)  
Lawrence Kestenbaum  
County Clerk/Register

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

APPROVED AS TO FORM:

CONTRACTOR

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

By: \_\_\_\_\_ (DATE)  
CONSULTANT