

TO: Human Resource/Public Works Committee
Margaret McAvoy, Administrator/Controller

Isabella County Staff

FROM: Sue Ann Kopmeyer, Parks and Recreation Director



DAY/DATE: Wednesday, May 8, 2019/May 13, 2019

RE: Prime Professional

BACKGROUND

In April 2018 a grant application was submitted by Isabella County Parks to the Department of Natural Resources for a Recreation Passport Grant for the Coldwater Lake Park Improvement Project. This is a \$150,000 grant for Isabella County, with an additional \$70,000 funded through the Isabella County Parks budget. The scope of the project includes campsite improvements, making 8 pull-in sites into pull thru sites, electrical upgrades to approximately 17 sites from 30 AMP to 50 AMP, landscaping, and benches.

The grant was awarded to the County and contract signed last year with the Department of Natural Resources. A Prime Professional now needs to be hired as required by the grant for this Park Improvement Project. Request for Proposals went out in March of 2019 via the MiTN (Michigan Intergovernmental Trade Network), and County Website. A mandatory pre-bid site visit was held in April with seven (7) companies represented. Proposals were due April 23 with five (5) qualified companies turning in a bid to the County Administrative Office.

The Prime Professional hired may be a landscape architect, architect or engineer. The selected firm will be expected to provide plans, specifications, and bidding documents. The Prime Professional is also responsible for overseeing the completion of the project, and must conduct a final inspection to certify that all aspects of the project were carried out satisfactorily for the County. After review of the proposals and considering experience, references, previous park campground projects and cost, I recommend hiring William A. Kibbe & Associates, Inc. The following are the companies who attended the mandatory meeting with their bids noted. Two companies did not submit a bid.

Company Name	City	Bid	Reimbursables	Total
William A. Kibbe & Associates, Inc.	Saginaw	\$19,835	\$250.00	\$20,085
O'Boyle, Cowell, Blalock & Assoc., Inc.	Kalamazoo	\$24,000	10% cost	\$24,000+
Paradigm Design	Grand Rapids	\$26,000	10% cost	\$26,000+
Nowak & Fraus Engineers	Pontiac	\$38,564	\$11,400	\$49,964
Lap + Creative	Lansing	\$23,095	\$5,800	\$28,895

FINANCIAL IMPACT

The match of \$70,000 will be funded by a combination of the County Parks Designated Fund Balance for Projects, remaining 2% funds for Parks Projects (\$20,000) and ICPR Force Account Labor to fulfill the grants requirements.

RECOMMENDATIONS

Consider to approve the County Project Agreement to provide Prime Professional services for the County Parks Coldwater Park Improvement Project with William A. Kibbe & Associates, Inc. of Saginaw pending Corporate Council review.

ATTACHMENTS

1. Agreement w/ Attachments from Corporate Council 5.10.19

**ARCHITECT/ENGINEERING (A/E)
SERVICES AGREEMENT**

BETWEEN

ISABELLA COUNTY

AND

WILLIAM A. KIBBE & ASSOCIATES, INC.

FOR

**ISABELLA COUNTY COLDWATER LAKE
FAMILY PARK CAMPGROUND IMPROVEMENT
PROJECT**

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ARCHITECT/ENGINEERING (A/E) SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2019, by and between the **COUNTY OF ISABELLA**, a municipal corporation and political subdivision of the State of Michigan, of 200 N. Main St., Mt. Pleasant, MI 48858 (hereinafter referred to as the "COUNTY") and **WILLIAM A. KIBBE & ASSOCIATES INC.**, a Michigan corporation, of 1475 S. Washington Ave, Saginaw, MI 48601 (hereinafter referred to as the "A/E").

RECITALS:

WHEREAS, the COUNTY requires professional services for the new campground improvement project at Coldwater Lake Family Park in Isabella County (hereafter, "the Project"); and

WHEREAS, the A/E has submitted a proposal to the COUNTY to provide the professional services which the COUNTY requires for the Project; and

WHEREAS, the COUNTY accepts the A/E's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. Scope of Services. The services and products the A/E shall provide the COUNTY under this Agreement shall include those described in Section I INTRODUCTION, Subsections 1.1 Purpose, 1.2 Background, and 1.3 Objective, Scope of Services, pages 2, 3 and 4 of the Isabella County Request for Proposals for Isabella County Coldwater Lake Family Park Campground Improvement Project, Issue Date March 29, 2019 (hereinafter referred to as the "RFP"). A copy of the RFP's Subsections 1.1, 1.2, and 1.3 is attached to this Agreement labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof.

The services and deliverables to be provided by the A/E under this Agreement are further described in Sections 1 Letter of Submittal, 2 Work Plan and Schedule, and 5 Fee Breakdown of the A/E's Proposal. A copy of the A/E's Proposal's Sections 1, 2 and 5 is attached to this Agreement labeled Exhibit B. The attached Exhibit B is incorporated by reference into this Agreement and made a part thereof.

In the event a conflict arises between what is required in Exhibit A of this Agreement and Exhibit B, the COUNTY in its sole discretion shall determine which of the conflicting provisions shall take precedence and shall prevail.

2. Additional Services. Additional services not specifically identified in Exhibit A or Exhibit B shall be paid for by the COUNTY in addition to the fees set forth in this Agreement provided the COUNTY and A/E set forth their agreement with respect to such additional services, the costs therefore, and the method for payment of such costs in a written amendment to this Agreement signed by the authorized representatives of both parties.

3. Project Team. It is expressly understood and agreed that the key members of the team A/E shall assign to the Project shall include the following:

- A. Project Manager: Terry A. Gregory
- B. Principal-in-Charge: Jay Wheeler, PE
- C. Other staff will be utilized as appropriate.

The qualifications of the A/E's Project Team are set forth in the A/E's Proposal.

In the event there are any changes in A/E's personnel assigned to the Project, the A/E shall provide the COUNTY with prior written notice identifying the person being replaced and the name and qualifications of his/her replacement. Each replacement shall have qualifications and experience equal to or greater than the person he/she is replacing.

4. Compensation. The COUNTY shall pay the A/E for the services performed under this Agreement a fixed fee of NINETEEN THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$19,835.00), and up to but not to exceed TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) in reimbursable expenses. The reimbursable expenses shall include travel and travel related costs as well as printing associated with the Project.

The COUNTY shall pay the A/E's compensation according to the following payment schedule:

A. The sum of NINE THOUSAND NINE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$9,917.50), plus reimbursable expenses to date, when the construction contractor is hired.

B. The sum of NINE THOUSAND NINE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$9,917.50), plus reimbursable expenses to date, upon final completion of the Project.

The A/E shall submit monthly bills to the COUNTY, which shall set forth a

description of the services performed and products produced by it, the amount of reimbursable expenses, the total sum due, and such additional information as the COUNTY may require. The COUNTY, after verification that the payment is due shall process and pay the A/E's bills, pursuant to the COUNTY's procedure for payment of Accounts Payable.

It is expressly understood and agreed that the total combined cost of both the fixed fee and reimbursable expenses which the COUNTY shall pay the A/E under this Agreement shall not exceed the sum of TWENTY THOUSAND EIGHTY FIVE AND NO/100 DOLLARS (\$20,085.00).

5. Time Period for Performance of Required Services and Termination of Agreement. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Execution Date"). The A/E shall commence work on the Project within one (1) business day after the Execution Date and shall complete to the COUNTY's satisfaction all work and deliverables required by this Agreement by no later than May 1, 2020, Time Being of the Essence.

It is also understood and agreed by the parties hereto that all obligations of the A/E set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the COUNTY may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the A/E. In the event this Agreement is prematurely terminated without cause (i.e. for reasons other than A/E's breach of the terms of this Agreement) as set forth herein, the A/E shall be compensated for services completed as of the effective date of termination in accordance with Section 4.

6. Standard of Care. In providing services under this Agreement, the A/E shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

7. Schedule for Rendering Services. The schedule for the performance of the A/E's services shall be as mutually agreed upon in writing by A/E and COUNTY prior to commencement of work on each Phase of the Project. Once the schedule has been agreed upon it may only be changed as mutually agreed upon by the A/E and COUNTY. It is understood and agreed that no schedule shall extend beyond the Project's completion date set forth in Section 5

of this Agreement.

8. Meetings. The A/E's authorized representatives shall meet as often as is reasonably necessary with the COUNTY's representatives to discuss matters regarding the Project, and the services and products to be provided by the A/E under this Agreement.

9. County's Title to Records and Documents. The COUNTY shall have the sole and exclusive right, title and ownership to any and all plans, evaluations, drawings, records, documents, papers, reports, charts, maps, graphics, manuscripts, or electronic data prepared for or pertaining to the services to be performed and products to be produced under this Agreement. Upon completion or termination of this Agreement, all such materials along with any materials the COUNTY has supplied to the A/E shall be turned over to the COUNTY by the A/E. The A/E may retain reproducible copies of all such materials.

10. Nondiscrimination. The A/E, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The A/E shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC §12101 *et seq.*) as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

11. Compliance with the Law. The A/E shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

12. Applicable Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The COUNTY and A/E agree that any legal or equitable action under this Agreement shall be brought in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Northern Division.

13. Independent Contractor. It is expressly understood and agreed that the A/E is an independent contractor. The A/E's officers, employees, agents and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the COUNTY. The A/E's officers, employees, agents and subcontractors shall not be entitled to any fringe benefits of the COUNTY such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The A/E shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The A/E shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

14. Indemnification and Hold Harmless. To the fullest extent permitted by law the A/E shall, at its own expense, protect, indemnify and hold harmless the COUNTY and its elected and appointed officers, employees, servants, and agents from all claims, damages, lawsuits, costs and expenses including but not limited to, all costs from administrative proceedings, court costs and attorney fees that the COUNTY and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the A/E or its officers, employees, agents or subcontractors that may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the A/E's responsibility for indemnification set forth in this Section 14 shall be limited to the degree of fault of the A/E or its officers, employees, agents or subcontractors.

The A/E's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the COUNTY, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the A/E.

15. Insurance. During the duration of this Agreement, the A/E shall maintain the following insurances:

- A. Workers' Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. The A/E shall be responsible for insuring all its tools, equipment and materials which it may use and/or leave at the Project's work sites. The COUNTY shall not be responsible for any loss or damage to the A/E's tools, equipment and materials.
- C. Professional Liability Insurance (errors and omissions) with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim and aggregate. The A/E shall keep its Professional Liability Insurance either in force, or purchase extended reporting period "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- D. Comprehensive General Liability Insurance (occurrence basis only) with limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate, covering Personal Injury, Bodily Injury, and Property Damage. Said insurance shall include the following exclusions:
 - 1) Broad Form General Liability Endorsements or equivalent, if not in policy proper;
 - 2) Independent Contractors Coverage;

- 3) Contractual Liability;
 - 4) Products and Completed Operations Coverage; and
 - 5) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.
 - 6) Per contract aggregate.
- E. Motor Vehicle Liability Insurance with Michigan No-Fault Coverages including all owned, non-owned and hired vehicles with limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage Coverage.
- F. It is understood and agreed by the A/E that the COUNTY, all the COUNTY'S elected and appointed officials, all the COUNTY'S employees, volunteers, boards, commissions and/or authorities and their board members including employees and volunteers thereof shall be added as Additional Insureds on the A/E's Commercial General Liability Insurance and Motor Vehicle Liability Insurance required above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- G. A/E shall be responsible for paying any deductibles in the insurance coverages.

All insurance coverages required by this Section 15 shall be with insurance companies licensed and admitted to do business in the State of Michigan and whom are acceptable to the COUNTY, and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of A+ (Superior) or A or A- (Excellent).

It is understood and agreed that the A/E shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change to any of the insurances required in this Section 15 to Margaret A. McAvoy, Isabella County Administrator, 200 N. Main St., Mt. Pleasant, MI 48858. The A/E shall also require its insurers to provide such notice in accordance with the policy's provisions.

The A/E shall provide to the COUNTY at the time copies of this Agreement are returned to the COUNTY for execution with two (2) copies of certificates of insurance for each of the insurance policies/coverages required above in this Section 15. If so requested certified copies of all policies shall be furnished. The A/E shall provide the COUNTY with evidence that all subcontractors are included under the A/E's policies or that the subcontractors maintain insurance coverages that meet the requirements of this Section 15.

In the event any of the policies of insurance evidenced in the certificates of insurance expire during the term of this Agreement, new certificates of insurance shall be issued to the COUNTY meeting the requirements of this Section 15 evidencing the A/E's continuation of such insurances at least ten (10) days prior to the expiration date.

16. Iran Linked Business. The A/E certifies to the COUNTY that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL 129.311 *et seq.*). It is expressly understood and agreed that the A/E shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

17. Assignment or Subcontracting. The A/E may not assign or subcontract for the provision of any of the services required by this Agreement, except as stated in A/E's Proposal, without the prior written approval of the COUNTY. It is, however, expressly understood and agreed by the COUNTY and the A/E that any assignment or subcontract by the A/E does not affect the A/E's responsibility and accountability to the COUNTY for the assigned or subcontracted activity.

18. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

19. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

20. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

21. Complete Agreement. This Agreement, and the Exhibits A and B, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

23. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

24. Certification of Authority to Sign Agreement. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES FOR THE COLDWATER LAKE FAMILY PARK CAMPGROUND IMPROVEMENT PROJECT.

COUNTY OF ISABELLA

By: _____
George Green, Chairperson
County Board of Commissioners

_____ Date

WILLIAM A. KIBBE & ASSOCIATES, INC.

By: _____
(Signature)

_____ Date

Name: _____
(Print or Type)

Title: _____
(Print or Type)

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Isabella Co. #19-007



ISABELLA COUNTY REQUEST FOR PROPOSALS

Isabella County issues this Request for Proposals (the "RFP") to solicit proposals from qualified professional firms for the provision of a Prime Professional for the Coldwater Lake Family Park Campground Improvements Project as required by the Michigan Department of Natural Resources (DNR) Recreation Passport Grant Guidelines and contract with the County. The County intends to enter into an agreement with the chosen firm.

To be considered, five (5) copies of a proposal must be received by the Administrator/Controller's Office at the Isabella County Building, Room 205, 200 N. Main Street, Mt. Pleasant, MI 48858 by 2:00 p.m. on Tuesday, April, 23, 2019. In addition, a PDF copy is to be emailed to Deputy Administrator/Controller, Nicole F. Frost at nfrost@isabellacounty.org. Isabella County reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by County personnel as determined by the County Administrator/Controller, with final approval by the Board of Commissioners.

I. INTRODUCTION

1.1 Purpose

Isabella County is soliciting proposals for a Prime Professional for the Coldwater Lake Family Park Campground Improvement Project. As required by the DNR Passport Grant Guidelines, the Prime Professional hired may be a landscape architect, architect or engineer. The selected firm is expected to provide plans, specifications, and bid documents. The Prime Professional is also responsible for overseeing project construction. This includes completion of the project, as well as conducting a final inspection to certify that all aspects of the project were carried out satisfactorily for the County. This RFP is intended to aid in the selection of a Prime Professional that is best suited to meet the DNR Recreation Passport (RP) Grant #RP18-0017 requirements for the Coldwater Lake Family Park Campground Improvement Project.

The County's selection process will rely on evaluations of the written responses to this RFP and any subsequent supplemental evaluation processes, such as requests for additional information, as may be undertaken by the County at its sole discretion.

The County reserves the right to accept or reject any or all proposals, and also the right to waive any formal defects in proposals when deemed in the best interest of the County. Further, the County reserves the right to accept a proposal higher in price than the lowest proposal, and to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

1.2 Background

Coldwater Lake Family Park, located just south of Weidman, Michigan, is a 28-acre park which is a popular destination for people to enjoy camping, swimming, boating, and fishing. The park serves over 20,000 visitors annually. The park's amenities include: 95 campsites, 5 cabins, a new playground area, a large boat launch, sandy beach, picnic pavilions, walking path, basketball court, sand volleyball courts and horseshoe pits. However, most campsites were designed over four decades ago, with little updating/upgrading over the seasons. Modern RV's, camping equipment, as well as visitors, all have technologically advanced while the campsites have not progressed at an equal pace. In order to

provide visitors with the best, most convenient, and accessible experience within the campground, it is necessary to keep up with the demands of larger RV's and increased electrical needs.

The primary goal of this project is to provide additional modern sites and be able to accommodate larger, more technologically advanced RV's within the park. The Coldwater Lake Family Park Campground Improvement Project will include the reorganization of approximately eight (8) pull-in campsites plus several additional campsites to provide pull-through access, as well as new gravel drives and roads. Also on the north side of the park, the electrical supply of 6-10 north campsites will be transferred to a newly installed transformer. All campsite improvements will include electrical upgrades from 30 amp to 50 amp service at each site and new water risers at each new/re-organized site. To accomplish this, the campground improvement plans and specification should consider the following items:

1. Layout and functionality of campground improvements
2. Renovate/expand pull-in campsites into pull-thru sites including new gravel road and drives
3. Electrical service for designated sites and new pull-through sites upgraded to 50 amps
4. Electrical service for designated sites moved to new existing transformer and updated from 30 amps to 50 amps
5. Landscaping
6. Drainage layout plan
7. Use of recyclable material whenever possible
8. Americans with Disabilities Act requirements and Universal Accessibility

To build upon the primary goal, the County is secondarily concerned with safety, accessibility, quality, efficiency, sustainability, and accommodations for increased demand for campsites.

If applicable, a description of the current condition of the County's services, including an honest assessment of the current services that demonstrates the elements that are currently effective and the elements that require improvement.

1.3 Objective

Scope of Services

Proposals for Prime Professional services should address the following objectives, which are not necessarily all-inclusive:

Under this section, the contractor shall be responsible for the following items.

1. Providing plans, specifications, and bidding documents.
2. The Prime Professional is also responsible for overseeing the completion of the project, and must conduct a final inspection to certify that all aspects of the project were carried out satisfactorily.
3. Based on the Michigan DNR guidelines for this grant, Prime Professional responsibilities will include, but are not limited to: site surveys and analysis, pre-design, design, construction drawings, plans and technical specifications, contract documents, inspection and contract administration and final on-site inspection resulting in the successful construction of the campground improvements meeting all applicable standards and certifications.

The primary objective of the work resulting from this Prime Professional RFP is to retain the services of a professional engineer, architect, or landscape architect registered in the State of Michigan to serve as the GRANTEE'S Prime Professional for the Coldwater Lake Family Park Campground Improvement Project. It is our hope that in doing so, it will create an upgraded and more accessible campsite area. All plans, specifications, and bid documents for the project facilities are to be sealed by the Prime Professional.

Scheduling

The absolute deadline for completion of the campground upgrades is May 1, 2020.

Therefore, the proposing and successful firm will be required to demonstrate through its proposal and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with site surveys and analysis, pre-design/design and design calculations, construction drawings, plans and technical specifications, contract documents, construction stake out, inspection and contract administration and final on-site inspections to the County by that date.

Report Requirements

The successful firm will be responsible for providing the County Parks Director with reports, whether written or otherwise, of project progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

Exit Conference

The successful firm shall hold an exit conference with appropriate County officials and may be required to make a presentation of the final project and associated functionality to the Isabella County Board of Commissioners.

Additional Consultation

From time to time County staff may find it necessary to consult with the successful firm on future issues related to the final Prime Professional responsibilities. The proposal will include an outline of how this occasional consultation will be handled in regard to charges.

Contract Amount

It is agreed between the County and the successful firm that in consideration for the firm's full and complete performance hereunder, the County shall pay to the successful firm the fees as detailed in the successful proposal for the services, as proposed by the firm and as accepted by the County. The final amount of fees shall be based upon actual services performed as reviewed by the Director of Parks and approved by the County Administrator/Controller.

Term

This Agreement for services shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the County upon 30 days' written notice to the other party, provided, however, that the benefits to either party hereto afforded by the terms and conditions of said Agreement shall inure to each party in perpetuity, including surviving any termination of said Agreement by either party.



**ISABELLA COUNTY – COLDWATER LAKE FAMILY PARK
CAMPGROUND**

PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES

APRIL 23, 2019

SUBMITTED BY



WILLIAM A. KIBBE & ASSOCIATES
ENGINEERS | ARCHITECTS | SURVEYORS



WILLIAM A. KIBBE & ASSOCIATES, INC.
ENGINEERS | ARCHITECTS | SURVEYORS

April 23, 2019

County Administrator/Controller's Office
Isabella County Building
200 N. Main Street, Suite 205
Mt. Pleasant, MI 48858

**RE: COLDWATER LAKE FAMILY PARK CAMPGROUND
REQUEST FOR PROPOSAL – ARCHITECTURAL AND ENGINEERING SERVICES
WAK NO. 19-2292-0125**

Dear Selection Committee,

Thank you for the opportunity to submit our qualifications to this Request for Proposals from Isabella County. We understand that the County is requesting proposals from qualified, experienced firms to assist with Professional Engineering Services for Coldwater Lake Family Park Campground. We did attend the walk-thru on April 10, 2019. We also understand that the scope would be to provide design services, including; electrical and civil engineering. Further, that we would also provide; plans, specifications, bidding documents and construction assistance, to include; bidding and contract award assistance, administration and closeout assistance, other Prime Professional services noted in the RFP.

WAK is a thirty-eight year-old, employee-owned architecture and engineering design firm headquartered in Saginaw, Michigan. Our firm maintains satellite offices in Lansing, Grand Rapids, and Traverse City, to better serve a range of needs across the state and beyond. We are a full service, multi-disciplined organization of 31 associates, 15 of whom are licensed/registered, including 4 LEED Accredited Professionals. We are also a member firm of the U.S. Green Building Council and are proud of continuously maintaining our ISO 9001:2015 (current) quality registration since 1999.

WAK has decades of experience in designing a wide range of recreational projects for campground facilities. Recently, we have completed campground improvements project with the State of Michigan at several State Parks, including; Bay City State Park in Bay City, MI, P.H. Hoeft State Park in Rogers City, MI, and Clear Lake State Park in Atlanta, MI. Both P.H. Hoeft and Clear Lake State Parks included extensive electrical improvements.

As directed, we have provided our proposal in eight (8) sections: 1) Letter of Submittal, including signed Certifications and Assurances (Exhibit A), 2) Checklist for Responsiveness (Exhibit B), 3) Detailed Prime Professional Proposal, 4) Cost Proposal, 5) Certificate of Compliance with PA 517 or 2012 (Exhibit C), 6) IRS form W-9, 7) References, and 8) Bonds (not applicable). We have also included the requested forms and information noted in the RFP, and we hope to work with Isabella County on future projects. We

County Administrator/Controller's Office
RFP – Architectural and Engineering Services

WAK File No. 19-2292-0125
April 23, 2019

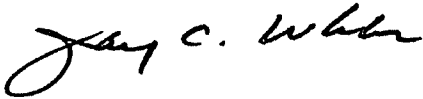
understand that a GIS generated CAD map, compatible with AutoCAD will be made available for our use as a base map for the improvements outlined in the RFP.

We would propose an AIA contract, specifically AIA B101™ "Standard Form of Agreement Between Owner and Architect", as the contractual instrument for this project.

We appreciate your consideration of our firm to provide these services. If you have any questions regarding our proposal, please contact me at our office phone (989) 752-5000, or via email at jwheeler@kibbe.com.

Sincerely,

WILLIAM A. KIBBE & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jay C. Wheeler". The signature is fluid and cursive, with the first name "Jay" being the most prominent.

Jay Wheeler, PE, CFM, LEED AP BD+C
Vice-President, Director of Civil Engineering

Enclosures: RFP Response and forms

Additional Information to accompany Letter of Submittal:

(Original text from RFP in italics)

1. *Name, address, telephone number, e-mail address, and fax number of legal entity or individual with whom contract would be written.*

Principal-in-charge: Jay C. Wheeler, Vice President and Treasurer

WILLIAM A. KIBBE & ASSOCIATES, INC.

ENGINEERS | ARCHITECTS | SURVEYORS

1475 S. Washington Ave., Saginaw, MI 48601

Tel. 989-752-5000 | Fax 989-752-5002

jwheeler@kibbe.com | www.kibbe.com

2. *Name, address, and telephone number of each principal officer(s) (President, Vice President, and Treasurer, etc.).*

Greg Bator, President

Eric Mannor, Secretary

Jay Wheeler, Treasurer

Christopher Miller, Vice President

3. *Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.*

Corporation, 1981

4. *Federal Employer Tax Identification number.*

38-2353575

5. *Location of the firm/office from which the Respondent would operate.*

1475 S. Washington Ave., Saginaw, MI 48601

6. *Identify any Isabella County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.*

Not applicable.

7. *An expression of the firm's capabilities and experience for the services of Prime Professional including a brief statement of the proposer's understanding of the work to be done and not less than three (3) municipal references that demonstrate the firm's pertinent competencies on at least 2 state or federal grant funded projects (campground experience preferred).*

Please see cover letter and attached references.

8. *Firm's qualifications including names, educational, and experience backgrounds of pertinent team members who will be responsible for the services of Prime Professional.*

Please see attached organizational chart and resumes.

9. *An indication of the type, number, and previous experience of staff you feel would be assigned to the County's project. Identification and a resume of the person who would be in charge of and others to be involved in the project.*

Mr. Jay C. Wheeler, PE would be the Principal-in-charge for the project. Please see attached resume.

10. *A work plan to include time estimates for each significant segment of the work and the staff level to be assigned, including the target date for completion, training and final execution and/or installation. Project Items:*

- a. *Proposed timeline to complete preliminary design and construction drawings.*

Preliminary design in 4 weeks from notice to proceed. Construction drawings and specifications for bidding within an additional 4 weeks.

- b. *Lump sum price for scope of work requested, not including reimbursables.*

Design Engineering = \$12,334.00

- c. *Cost of construction inspection and engineering*

Construction Engineering = \$7,501.00

- d. *A list of reimbursables with unit costs should be included.*

Printing and mileage, estimated at \$250.00

- e. *Project Methodology*

See attached.

WORK PLAN & SCHEDULE

Study -

Study Phase will meet with the project team and define the areas of investigation. We will establish responsibilities and lines of communication at a kick-off meeting. Review of the data gathered and the proposed recommendations for solution will be at 50% and 90% completion points.

Coordination

A kick-off meeting and at least one meeting at each site will be held to coordinate all activities around this study. Meeting minutes will be distributed. We expect to gather available drawings and Owner's input data, along with beginning the measurement of present system characteristics.

Research

3A WAK will gather existing drawings and measure existing currents and voltages of the present system to establish data for evaluation of the present condition.

Analysis

WAK will analyze the measured data and drawings for evaluation against National Electric Code requirements.

3B Preliminary Design – 50% Submittal

Preliminary Design will build upon the concept and incorporate additional information as necessary. Deliverables for this phase will be the 50% plans and outline specifications, and construction opinion of probable cost.

Coordination

- Prepare and distribute meeting minutes and related project correspondence.

1B Specifications

- Prepare the "preliminary" design technical outline specifications in CSI format.

Electrical

- Prepare the preliminary electrical design drawings appropriate to the project scope of work requirements.
- Prepare a list of required electrical drawings necessary for the project.

Drafting

- Prepare the preliminary design engineering documents appropriate to the Project scope of work elements.
- Coordinate completeness, accuracy and consistency with all disciplines.

Budget/Construction Schedule

- Provide a preliminary opinion of probable construction costs for the proposed improvements.
- Provide a project construction schedule as necessary based on Preliminary Design for review and approval.

Section
2

Preliminary Design Review

- Forward the 50% design documents to the Project Team for review and comment.
- Meet with the Project Team in Lansing or Interlochen to present the 50% Project Submittals. Submittal to include 50% complete plans, preliminary design outline specifications, and updated cost opinion.

3L Final Design – 95% and 100% Submittals

Upon approval of the Preliminary Design submittal by the project team, WAK will proceed with final bid documents incorporating all necessary revisions and comments received from the Owner's review.

The bid documents will detail the necessary Civil and Electrical work for the project along with the corresponding specifications. WAK will also perform a quality control (QA/QC) review of the documents to minimize system conflicts, errors and omissions.

Near the completion of this phase, construction drawings and specifications will be submitted to the Authorities Having Jurisdiction (AHJs) for review. Review comments will be incorporated into the final plans and specifications and the Owner will then issue the documents for bidding.

Two submittals will be made during this phase: 95% and 100%. The 95% will be final, bid ready drawings and specifications and a final cost opinion for review by the project team. The 100% submittal will incorporate any AHJ review comments and any Owner review comments into the revised final submittal package.

As part of Final Design, bidding will be conducted, bids will be evaluated, post bid interviews will be conducted to determine the thoroughness of the bids and a recommendation will be made to the project team. WAK will assist the Owner, as necessary, with the construction contract understanding and award procedure for the successful bidder.

Coordination

- Prepare and distribute meeting minutes and related project correspondence.
- Revise the Preliminary Design 400 documents to reflect Project Team comments.
- Provide written progress reports to the Owner as time allows.

3E Specifications

- Prepare the project manual including front-end documents and technical specifications in CSI format for the proposed project.

Electrical

- Prepare the final electrical design documents for required project components.

3D Drafting

- Prepare Bidding Documents of the final design engineering drawings for project components.

3F Checking Contract Documents

- Check all final design plans and specifications for completeness, accuracy and consistency relative to required project components.

Construction Codes/Permits

- Check all final design plans and specifications.
- As required, submit plans and specifications to AHJs for construction code review.

Design/Construction Budget

- Develop a final opinion of probable construction costs.

Construction Schedule

- Develop a final project construction schedule.

Final Design Bidding Document Review

- Submit final design bidding documents to Owner at the 95% completion level for review and comment. Timely return of comments will be critical to maintaining the project schedule.
- Meet with the Project Team to review the final design submittal (95% Project Review Meeting).
- Prepare and distribute meeting minutes and related project correspondence.
- Submit final design bidding documents to the Project Team at the 100% completion level of the final design phase for a final review and comment.
- Submit plans and specifications to AHJs for construction code review as required.
- Revise final plans and specifications as required to incorporate AHJ and Owner review comments.

Construction Bidding/Contracting Procedures

- Provide Owner with one set of reproducible and electronic files for all final documents to be posted for distribution to bidders via website.
- Conduct a pre-bid conference.
- Prepare and maintain bidders list.
- Prepare and issue addenda as necessary.
- Review and evaluate contractors' bids; prepare recommendation for contract award to the low responsible bidder.

Final Design Correction

- Provide clarifications/interpretations of contract documents in response to contractors' questions.
- Prepare bulletin authorization requests and bulletins for design document additions, revisions or corrections. Review contractor responses with the Owner.

Construction Administration – Office Services

WAK will obtain, administer and distribute all Project Procedures documents including on-site visitation reports, processing of shop drawing submittals, responding to contractor requests for information, processing contractor payment requests, preparing punch-list forms, developing Record Documents and implementing Close-Out procedures.

Coordination

- Schedule and conduct preconstruction meeting.
- Prepare and distribute all meeting minutes and project related correspondence.
- Provide written progress reports to the Owner.

Shop Drawings/Submittals/Approvals

- Review contractors' shop drawings and other submittals.
- Maintain a record of all submittals received and action taken on each submittal.

Payment

- Review contractor's requests for payment.
- Process the payments in accordance with the DNR and Owner requirements.

Construction Schedule Progress

- Monitor the contractor's progress to determine adherence to project schedule. Take administrative action as required.
- Evaluate the contractors' bulletin quotations and requested schedule modifications and recommend appropriate action to the Owner.

Punch List Procedures

- Prepare and distribute the punch lists within five days of the inspection including a reasonable time period for the corrections and the amount of payment that will be withheld until the corrections are made.
- Notify contractors of any delinquent punch list items and take appropriate action as needed.

Claims

- Evaluate and respond to any contractor claims.
- Provide recommendations to the Owner regarding any contractor claims.

As-Built Documents

- Verify receipt of the contractor's record drawings, guarantees, final inspections, etc.
- Incorporate contractor's record drawing information into original project drawing set.
- Submit to Owner one reproducible set of record drawings and one CD with two (2) sets of drawing files in AutoCAD format.

Close-Out

- Complete project Close-Out procedures.
- Prepare Close-Out documents consisting of permits, certificates of compliance and other related documentation related to the closure.
- Certify to the Owner and DNR that all required Close-Out documents have been submitted by the contractor.

Construction Administration – Field Services

Field Services will include periodic field observation to monitor contractor progress and conformance with the contract documents. Timing for these visits will vary depending on the level of contractor activity and the nature of the work being performed at the site. We understand that the day to day construction observation will be completed by facility personnel.

Coordination

- Coordinate construction observation personnel and other project related resources.



Sealing of project?

Preconstruction Meeting

- Preside at and record minutes of preconstruction meeting.
- Prepare and distribute meeting minutes and related project correspondence.

Construction Inspections

- Perform milestone inspections as needed and prepare written report to Owner within five days of inspection.
- Perform punch list as needed to identify any unacceptable construction work.
- Perform final inspection to verify corrections have been made satisfactorily.

Problem Solving Meetings

- Conduct meetings, if required, record minutes of on-site meetings with contractor to provide design modifications and resolve problems affecting the work.
- Prepare and distribute meeting minutes and related project correspondence.

Progress Meetings

- Conduct and record minutes of progress meetings every two weeks.
- Prepare and distribute meeting minutes and related project correspondence.
- Assess project construction work progress and provide timely, administrative actions as necessary.

Final Project Inspection

- Conduct final inspection of project to verify that all work has been completed in accordance with the contract requirements.
- Prepare and distribute the punch list at the end of construction.
- Prescribe a reasonable time schedule for completion of all punch list items.

Schedule

Based on the request in the RFP, the first planning meeting will need to be as soon as possible. Construction documents should be completed by mid to late June 2019, the pre-construction meeting should be first of July 2019, and Final completion would be in end of October 2019. This schedule includes time for Engineering services for each phase of the work.

PROPOSED SCHEDULE

PHASE	5-6	5-13	5-20	5-27	6-3	6-10	6-17	6-24	July	August	Sept.	Oct.
Study												
Prelim Design												
Final												
Construction												
Closeout												

**Engineering Services for
Isabella County - Coldwater Lake Family Campground Improvements**

WAK#19-2292-0125

Fee Breakdown

CIVIL & ELECTRICAL ENGINEERING

Site/Layout Plan		RATE	AMOUNT
Coordination	6 Hrs. @	\$ 102.50	\$ 615.00
Design/Drafting	24 Hrs. @	\$ 102.50	\$ 2,460.00
Checking/Redline Drafting	12 Hrs. @	\$ 66.25	\$ 795.00
Project Management	8 Hrs. @	\$ 144.25	\$ 1,154.00

Subtotal \$ 5,024.00

Design and Utilities		RATE	AMOUNT
Design/Drafting	30 Hrs. @	\$ 102.50	\$ 3,075.00
Checking/Redline Drafting	15 Hrs. @	\$ 90.00	\$ 1,350.00
Project Management	8 Hrs. @	\$ 144.25	\$ 1,154.00

Subtotal \$ 5,579.00

Electrical Design		RATE	AMOUNT
Site Investigation	5 Hrs. @	\$ 138.00	\$ 690.00
Design/Drafting	40 Hrs. @	\$ 86.00	\$ 3,440.00
Checking/Redline Drafting	10 Hrs. @	\$ 86.00	\$ 860.00
Project Management	8 Hrs. @	\$ 138.00	\$ 1,104.00

Subtotal \$ 5,404.00

Project Specifications/Details		RATE	AMOUNT
Specifications/Bidding	12 Hrs. @	\$ 144.25	\$ 1,731.00

Subtotal \$ 1,731.00

Design Subtotal \$ 12,334.00

CONSTRUCTION ADMINISTRATION

Meetings/RFIs	12 Hrs. @	\$ 144.25	\$ 1,731.00
Site Meetings/Reports	24 Hrs. @	\$ 144.25	\$ 3,462.00
Shop Drawing Review	10 Hrs. @	\$ 144.25	\$ 1,442.50
Project Management	6 Hrs. @	\$ 144.25	\$ 865.50

Construction Subtotal \$ 7,501.00

TOTAL \$ 19,835.00

JCW - 4/22/19

Section
5