

Standard Form of Agreement Between Owner and Architect for a Small Project

1993 SMALL PROJECTS EDITION

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This **AGREEMENT** is made: October 20, 2008
(Date)

BETWEEN the Owner: Otsego County
225 West Main Street
Gaylord, Michigan 49735

and the Architect: (hereinafter "Architect" shall mean "Landscape Architect")

Mark Robinson & Associates P.A.
902 Prospect Street, P.O. Box 126
East Jordan, Michigan 49727

for the following Project:

Otsego County Courthouse
Open Space Master Plan

See attached Request For Proposal Bid 2008-16; and
Proposal submitted by Mark Robinson & Associates dated October 2, 2008

The Owner and Architect agree as follows.

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ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

master planning

The Architect shall provide ~~architectural~~ services for the project, ~~including normal structural, mechanical and electrical design services~~. Services shall be performed in a manner consistent with professional skill and care.

1.1 During the Design Phase, the Architect shall perform the following tasks:

- .1 describe the project requirements for the Owner's approval;
- .2 develop a design solution based on the approved project requirements;
- ~~.3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;~~
- .4 assist the Owner in filing documents required for the approval of governmental authorities; and
- ~~.5 assist the Owner in obtaining proposals and award contracts for construction.~~

~~1.2 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.~~

ARTICLE 2

OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. ~~The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.~~

ARTICLE 3

USE OF ARCHITECT'S DOCUMENTS

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 4

TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 This Agreement shall be governed by the law of the location of the project.

~~5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.~~

5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

ARTICLE 6

PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Owner shall compensate the Architect as follows.

6.1 The Architect's Compensation shall be:

(Indicate method of compensation)

Lump Sum in the amount of \$6,750.00

of which an initial payment retainer of **N/A** dollars (\$) shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of

N/A percent (%).

(List reimbursable items.)

Expenses will be billed at cost with a not-to-exceed allowance of \$775.00.

Such expenses include mileage at stated federal rates, plots, copies, digital scans and other expenses typically associated with the development and production of the work.

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within **eight** (**8**) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid () days after invoice date shall bear interest from the date payment is due at the rate of **N/A** (), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

6.5 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

ARTICLE 7
OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Hourly Rates:

Mark Robinson	\$100/hour
Mary Campbell	\$100/hour
Kecia Freed	\$75/hour
Secretarial	\$40/hour

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER



(Signature)

John M. Burt, County Administrator
(Printed name, title and address)

225 W. main Street

Gaylord, MI 49735

ARCHITECT



(Signature)

Mark Robinson, President
(Printed name, title and address)

Mark Robinson & Associates P.A.

902 Prospect Street, PO Box 126

East Jordan, Michigan 49727



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**Request for Proposal
For Consultant Services to Assist in
Developing a Plan for County Property
Otsego County, Michigan**

BID 2008-16

PART 1: RFP PURPOSE

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a consultant to assist Otsego County to develop a plan to better utilize open space at the County Courthouse.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County, and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

PART 2: PROJECT HISTORY AND SCOPE OF WORK

The Otsego County Courthouse is located at 225 W. Main Street, Gaylord, Michigan (See Attachment A). The property is situated in the middle of the downtown business district. Currently, the front part of the property consists primarily of a few trees and picnic tables (See Attachment B).

The Courthouse Improvement Committee has been formed jointly by the City of Gaylord and the County of Otsego to look at ways to better utilize the courthouse lawn by creating more of a park-like atmosphere with the goal of drawing more people to downtown Gaylord.

The Michigan Natural Resources Trust Fund (MNRTF) has grants available yearly, including development grants to enhance municipal parks. It is the goal of this Committee to submit a grant application by the April 1, 2009 grant deadline, for improvements to the County Courthouse property. The role of the contractor would be to assist the courthouse lawn committee to develop a plan for the property.

This would include attending meetings; assisting in updating existing park plans for both the City of Gaylord and Otsego County to include this project; and preparing the MNRTF grant application.

PART 3: PROPOSAL INSTRUCTIONS

- **Submission Instructions.** Submit three original proposal in a sealed package to this address:

John Burt, Otsego County Administrator
225 W. Main Street
Gaylord, Michigan 49735
Tel: (989) 731-7527
Proposal for Consultant Services for Property Plan Development

- **Deadline.** Proposals must be received at the location stated above no later than **noon** local time **Friday, October 3, 2008**. Proposals received after the deadline will not be accepted.
- **Proposal Acceptance and Rejection.** The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price.
- **Questions.** If you have any questions about this RFP or the proposal procedures, submit them in writing, email, or by fax by the question deadline of **Friday, September 26, 2008**. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing by the County and mailed and faxed to all vendors on the bid list. The requestor is responsible for notifying the County of any problem in receiving written replies.

Direct questions about this RFP or the proposal procedures to the following person:

John Burt, Otsego County Administrator
225 W. Main Street
Gaylord, Michigan 49735
Tel: (989) 731-7527
Fax: (989) 731-7529

Single Point of Contact. Contact **Mr. John Burt** and no one else, regarding the status of proposal evaluation. Disregard of this directive may disqualify the proposer from further consideration.

PART 4: SELECTION CRITERIA

The County will open and review all proposals and select the proposer based on technical merit and bid price. Upon a satisfactory selection and successful negotiations, the County will initiate the contract award.

- **Offshore Labor.** It's the County's intent to contract with a US owned Company and have all work performed within the United States.

- **Firm Background.** The proposal will be evaluated on the basis of the respondent's background, including the number of years in business, and size.
- **Staff Qualifications.** The proposal will be evaluated on the basis of the respondent's demonstrated staff qualifications, including the required professional registrations.
- **Local Project Experience.** The County prefers to select a contractor that can demonstrate successful project experience in the State of Michigan region.
- **Similar Project Experience.** The proposal will be evaluated on the basis of project experience that is of a similar technical nature and complexity, for clients that are similar in size, location, and type as Otsego County.
- **Schedule and Availability.** The respondent's projected schedule and resource availability will be evaluated in the choice of contractor, although the County understands that the actual beginning and completion dates are subject to the notice to proceed.
- **Price.** The proposed price of the project will be a major consideration in selection.

PART 5: PROPOSAL FORMAT

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review.

All proposals must include the following components:

Section	Topic
	Cover Letter
1	Company Overview
2	Project Services
3	Project Team
4	Related Experience
5	Additional Information
6	Project Timeline
7	Cost Proposal

PART 6: SERVICES PROVIDED BY THE CONTRACTOR

The successful contractor must be able to provide the following services to the County:

- A. Attend Courthouse Improvement Committee meetings;
- B. Assist in formulating ideas, along with cost estimates, for park improvement;
- C. Assist in updating existing 5-year park plans (2 plans) for both the City of Gaylord and Otsego County to include this project;
- D. Prepare the MNRTF grant application.

PART 7: INSURANCE AND INDEMNIFICATION

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

PART 8: TERMINATION

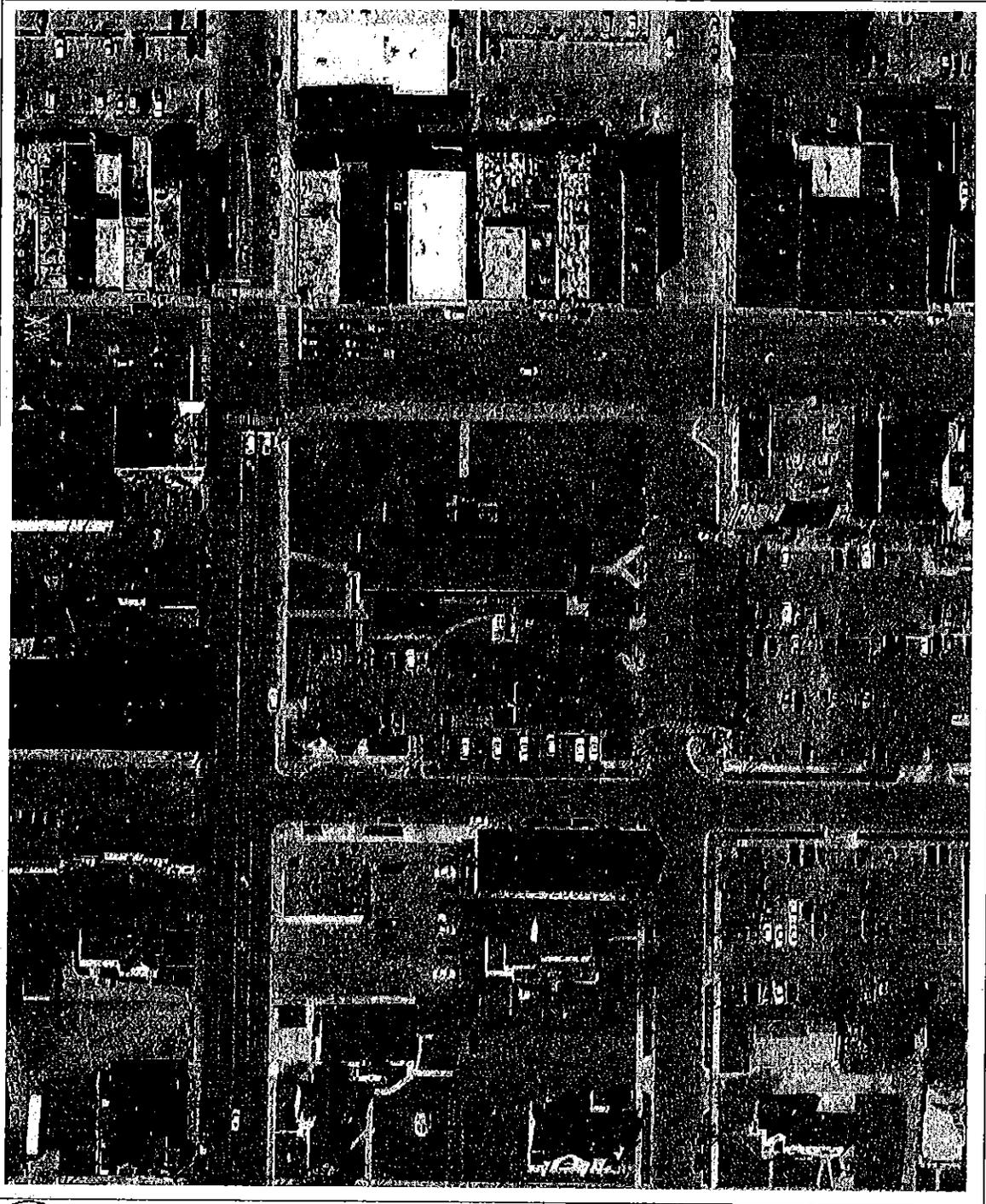
This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason the default or breach; or
- C. In the event of termination of Services, the CONTRACTOR will be entitled to the monies provided herein only through the date of termination.

PART 9: COMPLIANCE WITH THE LAW

CONTRACTOR shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable County policies.

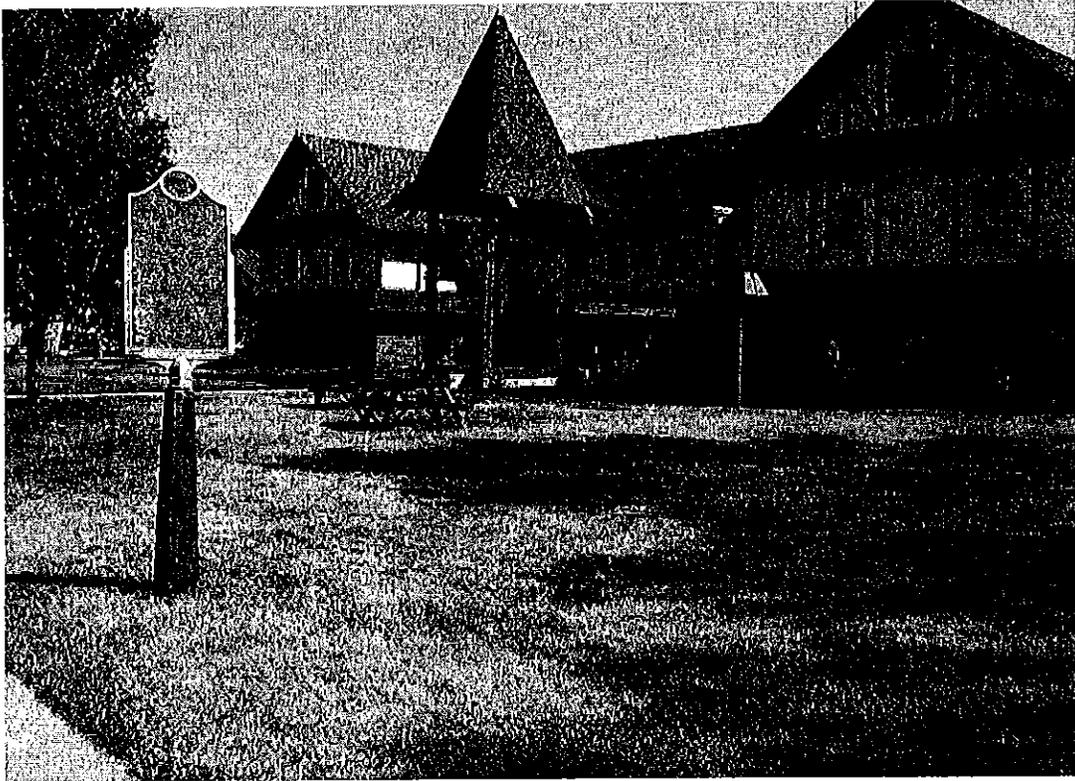
ATTACHMENT A



County Building
Scale: 1" = 100'



ATTACHMENT B





Otsego County
Office of the County Administrator
225 West Main Street • Gaylord, Michigan 49735
989-731-7520 • Fax 989-731-7529

Clarification #1

Request for Proposal for Consultant Services for
Developing a Plan for County Property

BID 2008-16

September 23, 2008

Dear Vendor:

Thank you for your participation in Otsego County's Request for Proposal process for the Otsego County Property Plan. Several questions have come up concerning the proposal.

We have prepared a Clarification Notice Number One (1) to the RFP to provide clarification pertaining to the following questions:

Question 1: Part 6, Item C states that the consultant shall assist in updating existing 5-year park plans for both the City and the County. Will these updates be in the form of amendments to incorporate the Courthouse project? Or will these be complete updates of 5-year plans?

Response: The updates will be in the form of amendments to incorporate the Courthouse project.

Questions 2: Is there a budget established for this project?

Response: No, there is not a budget set for this project.

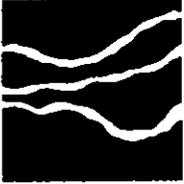
Question 3: Has the Courthouse Improvement Committee focused on a water feature as a potential desired element?

Response: The Committee is open to different ideas, but the idea of a water feature has come up from a few of the members. The idea of a splash park as well as fountains was mentioned.

If you have any questions on this Clarification or on any other aspects of the Request for Proposal, please contact me at (989) 731-7527, Fax (989) 731-7529 or Email at jburt@otsegocountymi.gov.

Respectfully,

John Burt
County Administrator



Mark Robinson & Associates P.A.

LANDSCAPE ARCHITECTURE / PLANNING

October 2, 2008

Mr. John Burt
Otsego County Administrator
225 W. Main Street
Gaylord, Michigan 49735

Re: Proposal for Consultant Services for Property Plan Development

Dear Mr. Burt:

We welcome the opportunity to submit this proposal for the preparation of a plan for the open space around the County Courthouse. This work is of considerable interest to us because it represents an opportunity to significantly enhance a prominent public space.

We are prepared to complete all work in a timely manner. We are prepared to work with the Courthouse Improvement Committee, with staff, and with the public at large as the project may require.

The work as described in the request for proposal is of a type with which we are very familiar. We understand the need for clear process, for exceptional communication skills and for a creative approach to design. We are fully capable to deliver this project utilizing such skills and experience.

Thank you for considering our firm for this project. We look forward to working with Otsego County.

Sincerely,
MARK ROBINSON & ASSOCIATES P.A.

Mark Robinson, ASLA
Registered Landscape Architect

Section 1: Company Overview

Mark Robinson & Associates has worked in Michigan since 1991 when we merged with Lester Begick, Landscape Architect, in Bay City. In 2003, Mark and Linda Robinson moved from Raleigh, North Carolina to East Jordan, Michigan, making our summer residence our permanent home. Mark Robinson & Associates currently works throughout Michigan as well as in North Carolina.

The following "About The Firm" provides an overview of services provided.

Section 2: Project Services

As identified in Part 6 of the RFP, Mark Robinson & Associates will provide the following core services:

- A. Attend Courthouse Improvement Committee meetings.
- B. Assist in formulating ideas, along with cost estimates, for park improvement.
- C. Assist in updating existing 5-year park plans (2 plans) for both the City of Gaylord and Otsego County to include this project.
- D. Prepare the MNRTF grant application.

In addition to these core services, we are prepared to conduct public input meetings for both the courthouse grounds improvements and for the master plan updates as may be desired or necessary. We expect that the master plan developed for the open space around the courthouse will include a process where initial ideas and objectives are studied and refined until a consensus plan is achieved. The final products will include a color-rendered master plan in presentation and digital formats, cost estimates at all critical stages of plan development, appropriate documentation for 5-year plan updates, and preparation of the MNRTF application.

We understand that the plan may potentially include decorative water or interactive water play features. We are experienced in planning for and design of such features.

Section 3: Project Team

The project team consists of Mark Robinson, Mary Campbell and Kecia Freed. Individual backgrounds and responsibilities are described below. Resumes follow this page.

Mark Robinson, Mark Robinson & Associates

Mark is a registered landscape architect with over 27 years of experience, with a particular emphasis in the planning and design of public open spaces and recreation-oriented facilities. Mark will lead all meetings with the committee and the public and will be directly responsible for the design of the open space and all associated documentation.

Mary Campbell, M. C. Planning & Design

Mary is a professional planner and registered landscape architect with more than 17 years of experience in community planning and landscape design. Mary will provide assistance in updating the two 5-year parks plans and in preparing the MNRTF grant application.

Kecia Freed, Graphic Design

Kecia is a graphic designer from Boyne City. Kecia has operated her own design firm since 1994 and has 26 years of experience in graphic design. Kecia will provide assistance in developing presentation documents that clearly communicate project objectives.

Section 4: Related Experience

The following project examples illustrate design of public spaces and public parks.

Fletcher Park in Raleigh, North Carolina includes an amphitheater, public art display areas, public gardens and recreation facilities.

Twin Lakes Park in Grand Traverse County is a redesign of an existing park with a distinct emphasis on universal accessibility.

The *Boyne City Waterfront Master Plan* addressed a broad spectrum of public open space, recreation and land use issues.

The *Frankenmuth Hospitality Plan* addressed public plazas and spaces, as well as streetscape design, for this tourism-oriented community.

For *Cary Town Hall Campus*, we prepared the master plan and construction documents for a variety of public spaces across this 6 acre campus.

We have worked with *Frankenmuth Mutual* since 1992 to create both a corporate image and public gardens that are currently visited annually by over 600,000 people.

City Market is a four-block section of downtown Raleigh, North Carolina where we restored and transformed a deteriorating area into a vibrant urban landscape.

Under "Public Spaces and Gardens", note that *Wilson County Arboretum* is a master plan for public spaces and gardens around this North Carolina county's administrative office building.

Following these individual project descriptions are lists of projects relative to this project.

Section 5: Additional Information

In response to the Selection Criteria in Part 4 of the RFP, the following information is provided.

Mark Robinson & Associates, and all team members, are local firms with strong commitments to this region of Michigan. All work will be performed locally by the principals identified under "Project Team".

Our team includes two licensed professionals and a graphic designer, along with two administrative staff people. The work for this project will be completely performed by these experienced professionals.

Mark Robinson, Mary Campbell and Kecia Freed have worked extensively on projects within the immediate region of northern Michigan and across the state. Mark Robinson has a broad range of experience in the planning and design of public spaces similar to the open space around the Otsego County courthouse. Mary Campbell is very familiar with the process necessary to update 5-year plans and preparing MNRTF grant applications.

Mark Robinson & Associates is insured as required in Part 7 of the RFP. We are prepared to comply with all federal, state and local laws, ordinances, rules and regulations, as well as applicable County policies.

Section 6: Project Timeline

The following schedule has benchmarks that are stated in broad terms. It would be our first priority to meet with staff and the committee to refine this schedule as may be necessary or desirable. It is assumed that there will be, or could be, more meetings with the committee and/or staff than designated. Finally, the schedule is moderately paced to meet the grant application deadline of April 1, 2009. The pace of work can be accelerated considerably if it is advantageous to do so.

Initiate Work October 20

- October 20 – November 7
Prepare base mapping, analysis and initial design studies
- November 10 – November 21
Review initial studies with committee
- November 24 – December 12
Refine design to 90% complete
- December 15 – December 19
Review with committee
- December 22 – January 16
Prepare Final Master Plan
- January 19 – January 23
Committee Review of Final Master Plan
- January 26 – February 13
Prepare 5-year plan updates and MNRTF application
- February 16 – March 6
Public and Commission-level reviews of work as necessary
- March 9 – March 13
Complete all final products; submit grant application

Section 7: Cost Proposal

The lump sum fee to provide all work as described herein is \$6,750.00.

Expenses will be billed at cost with a not-to-exceed allowance of \$775.00.

The total proposed fee, including all work and associated expenses, will not exceed \$7,525.00.