

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6254

Spray Pad Resurfacing Projects

FOR

Washtenaw County Parks and Recreation

Rolling Hills Water Park
7660 Stony Creek Road
Ypsilanti, MI 48197

Independence Lake Spray Park
3200 Jennings Road
Whitmore Lake, MI 48189

Prepared by:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main Street
Ann Arbor, MI 48107

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





WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6254

January 8, 2005

The Washtenaw County Parks and Recreation Commission invites proposals for installation of splash pad surfacing at two existing County Park Facilities. Required services include removal of existing poured in place rubber surfacing and installation of approximately 9100 SF of new replacement safety surfacing specifically engineered and warranted for aquatic amusement applications. Surfacing systems proposals are subject to Owner approval and must comply with owner specifications and requirements as indicated in bid documents. Installed systems must be unconditionally warranted against both surfacing material and labor defects for five years following spray pad resurfacing completion. The Commission requires the surfacing replacement project work to be completed by May 15, 2006 to allow for owner startup operations in advance of the May 27th water playground openings for the 2006 summer operating system. Owner seeks proposals from professional manufacturer product certified installers only. Bidders are permitted to submit up to three (3) different surfacing system proposals. However, **separate bid forms** must accompany each proposal.

Sealed Proposals: Contractor will deliver **five copies (5)**, the **original and four (4) copies**, to the following address:

**Washtenaw County
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

By 2:00 p.m. on Thursday, January 26, 2006

The bid opening will be held in the Purchasing Department conference Room, B-19 of the Administration Building. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

A **non-mandatory pre-bid meeting** will be held in the large conference room of the Administrative Office of the Washtenaw County Parks and Recreation Commission, 2230 Platt Rd., Ann Arbor, MI 48105 on Wednesday, January 18, 2006 at 10:30 am. The meeting is offered for the purpose of clarifying project and proposal requirements and to provide an opportunity for bidders to visit project sites and discuss project conditions with respective facility managers.

- Please use the attached self-addressed label or the envelope should be clearly marked “**SEALED RFP # 6254**”
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or devaultb@ewashtenaw.org.
- Please direct technical project questions regarding this RFP to Ray Essell, Park Planner, Washtenaw County Parks and Recreation Commission, at **734-971-6337 x320** or essellr@ewashtenaw.org.

Plans and specifications may be secured on or **after 9:00 am on Monday, January 9, 2006** from the Washtenaw County Purchasing Division, address as above. A maximum of two (2) sets per bidder may be picked up. Arrangements for obtaining bidding documents by mail may be directed to Washtenaw County Purchasing Division at (734) 222-6760.

A bid bond of five percent (5%) of the contractor’s maximum proposal amount is required. A certified negotiable check in the amount of the bid bond will be accepted in lieu of the bid bond. The successful Bidder(s) will be required to submit proof of insurance and a material and performance bond per requirements described in construction documents.

Examination of plans and specifications may be made at McGraw Hill Construction Dodge, Southfield, MI; Reed Construction Data, reedconstructiondata.com; Construction Association of Michigan, Bloomfield Hills, MI; Builders Exchange, Lansing, MI; Washtenaw County Contractors Plan Room, Ann Arbor, MI; Washtenaw County Parks and Recreation Commission, Ann Arbor, MI; and the Washtenaw County Purchasing Division, Administration Building, Ann Arbor, MI.

Thank you for your interest.

Robert Devault, CPM
Purchasing Manager

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BIDDERS REPRESENTATION

A. Each Bidder, by making his bid, represents that he has read and understands the bidding documents.

B. Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

PROPOSAL TERMS

A. The County reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposal submittal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the County to be in the best interests of the County even though not the lowest priced. If a proposal is selected, it will be the most advantageous regarding price, product quality and serviceability, installer's qualifications and experience, product references, installer commitment and adherence to project schedule, and other factors that the County may consider.

B. 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.

C. Proposals must be signed by an official authorized to bind the consultant to its provisions for at least a period of 60 days. Failure of the successful consultant 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.

E. Bidder qualifications and surfacing product proposal shall be thoroughly evaluated by Owner. If it is the opinion of Owner that either product serviceability or installer qualifications are in question, his/her bid will be rejected.

F. A Standard Washtenaw County Services Agreement will be executed between the WCPARC and the successful bidder. A copy of the agreement form is included in Appendix A.

G. The price quotation stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.

H. Owner reserves right to require financial statement, previous experience, present commitments, and other such data from bidder. Statement will be treated as confidential by owner.

GENERAL INFORMATION, REQUIREMENTS AND SCOPE OF WORK

Introduction

The WCPARC invites professional safety surfacing installation services for replacing failed poured in place rubber surfacing at two existing County spray pad facilities. The County seeks highly durable, commercial quality, and substitute replacements appropriate to facility location, site and operating conditions. Bidder proposed product(s) must be:

- Aesthetically appealing
- UV color stable and chlorine resistant
- Safe and preferably resilient construction
- Stable, slip resistant, barefoot comfortable surface
- Durable low maintenance surfacing
- Vandal resistant
- CPSC and ADA compliant
- Fire and chemical resistant
- Bacteria, mildew and algae resistant
- Allows for expansion and contraction

General technical specifications are included in the Appendix.

Problem Statement

The existing spray pad surfacing to be replaced is unsafe, unattractive, and badly deteriorated. The defects experienced are many and varied. They include disintegration of surfacing binders, product separation and breakup, product delamination from concrete substrate, cushion base buffings separation and migration, surfacing depression cavities and mounding irregularities, filter contamination from surfacing material residues, etc. Deterioration due to chlorinated water attack on the proprietary, elastic polyurethane binders used to bond the existing EPDM rubber granules is believed to be the major contributing cause of these problems.

Acceptable Replacement Products

The Owner is open to **any** proven non-slip surfacing products specifically designed and warranted to successfully perform under Michigan weather and spray park chlorinated water conditions. A fall attenuation system is required at the Rolling Hills Park Spray Pad #2 Facility. Resilient products and systems at other bid spray facilities are preferred (but not required) by Owner. Thin set cementitious products with integral color and long term durability at these locations will be considered. Based on poor past performance, proposals involving poured in place cushioned seamless flooring system will be subject to particular rigorous owner scrutiny and review. *In addition, the following specific surfacing systems and/or installers are unacceptable to Owner and are ineligible for bidding owner consideration based on past defects in materials, workmanship and/or warranty performance at existing Owner spray pad installations:*

Vitriturf or other installed products by Vitricon

No Fault SafDek (now Pathways)

Proposed material products and surfacing installation **must be guaranteed** for a minimum five year period. Any surfacing product or installation defects that may occur during the five year shall be fully corrected by installer at no further cost to Owner.

Project Park Locations

- Rolling Hills County Park is located at 7660 Stony Creek Road in Ypsilanti Township off Stony Creek Road about a ¼ mile north of Bemis Road. The project wet playground and splash pad are located in the parks Water Park complex. See location and vicinity map.
- Independence Lake County Park at 3200 Jennings Road in Webster Township about two miles west of the Six Mile Road and U.S. 23 interchange. See location and vicinity map.

Existing Spray Pad Types

Resurfacing requirements vary at each of the two Washtenaw County spray pad facility locations and are summarized below. See plan layouts, details and photos for specific requirements.

Rolling Hills Water Park

- Large 3630 SF spray pad (34 ft. radius) with White Water aquatic play structure, 2 ½ inch fall attenuation base course, 3/8 inch wearing course, sloped (approximately 1 in 12) concrete base with large central drain
- Small 1018 SF spray pad (18 ft. radius), variable cushioned base (max. 1 ¾ inch thickness), 3/8 inch wearing course, sloped (approximately 1 in 12) concrete base with large central drain

Independence Lake Park

- Three circular spray pads totaling 3449 SF in area (respective 14, 19 and 24 feet radii), 3/8 inch wearing course only, sloped (approximately 1 in 12) concrete bases with large central drains
- Ten small circular entrance and connector pads totaling 1015 SF in area (**add alternate bid**)

Project Quantities

The quantities shown above and included in the project bid proposal are Owner estimates. The quantities should be regarded as approximate only and are provided solely for the purpose of outlining the general scale and scope of the proposed work. It is the bidders' responsibility to verify the actual quantities required.

General Site Conditions

The spray pads to be resurfaced are completed facilities within existing County Parks. The Rolling Hills Park spray pads are part of an intensely used larger water park complex that is secured by an 8 foot chain link perimeter fence and easily accessed. The Independence Lake Park spray pads are located in an interior park location in the vicinity of a summer operated swimming beach and are partially enclosed but not fully fenced. All existing facility spray pads are cushioned seamless flooring systems place over concrete bases. All existing spray pads operate off closed, recycled chlorinated water systems. The resilient seamless flooring systems are porous and free draining. There is no standing water. Water flows vary between 600 and 1,500 gpm.

Summary of Work

Contractor shall provide all labor, materials and equipment necessary to install the proposed replacement spray pad surfacing system(s). Summary tasks include but are not limited to:

1. Scribing, cutting, removal and disposal of old resilient spray pad surfacing.
2. Sand blasting or other associated concrete substrate preparation.
3. Complete installation of proposed safety surfacing system(s) including any required special wear mats at playground structure slide or step exists (Pad 2, Rolling Hills).
4. Removal and reinstallation of play structure steps, skirting, netting and slide apparatus, as associated and required in the performance of the above outlined work tasks (Pad 2 Rolling Hills).
5. Other specific tasks reasonably required to provide for proper completion and functioning of the proposed resurfacing installation in accordance with product manufacturer specifications and generally accepted industry installation standards.

Project Schedule

The Owner project schedule is as follows:

Project Bid Invitation	Jan. 08, 2006
Pre-Bid Walk Thru*	Jan. 18, 2006
Bid Due Date	Jan. 26, 2006
Contract Award	Feb. 14, 2006
Commence Construction**	April 03, 2006
Project Completion	May 15, 2006
Owner Startup Preparations	May 15, 2006
Facility Opening	May 26, 2006

* Walk thru is intended to provide opportunity for installers to access spray pad facilities and answer bidder questions. Owner will try to afford such reasonable bidder access to project areas at such other additional dates and times as circumstance may reasonably allow.

** Subject to weather conditions, as applicable. Non-weather sensitive work may proceed anytime after contract award and signing.

Construction Completion

The Owner has specific requirements that the successful bidder must recognize and incorporate into the installer's construction schedule. Bidders agree, if awarded the contract, to complete the work within the contract completion dates describe in the bid document and below:

- Friday, May 26th is the opening for the Owner's summer 2006 spray pad installations operating season
- The Owner has important advance preparation, startup and check out responsibilities and a State of Michigan annual operational certification in connection with preparations for the Memorial Day 2006 weekend opening of the spray pad facilities
- The selected installer must reasonably schedule and coordinate on site resurfacing construction activities with Owner park opening preparations and scheduled public use of the facilities
- The resurfacing projects must therefore be completed in every aspect NLT May 15, 2006

PLATE LISTING

1. Washtenaw County Projects Location Map
2. Independence Lake County Park Brochure
3. Independence Lake Spray Pads Facility
4. Independence Lake Spray Pads- Base Bid Layout
5. Independence Lake Spray Pads- Add Alt 1 Layout
6. Independence Lake Spray Pads- Section Details
7. Independence Lake Spray Pads- Photo
8. Rolling Hill County Park Brochure
9. Rolling Hills Water Park Facility
10. Rolling Hills Water Park Spray Pads- Layouts
11. Rolling Hills Water Park Spray Pads- Section Details
12. Rolling Hills Water Park Spray Pads- Photos

INDEPENDENCE LAKE

SALEM

NORTHFIELD

WEB TER

DEXTER

LYNDON

SUPERIOR

ANN ARBOR

Barton Hills

SCIO

LIMA

SYLVAN

YPSILANTI

PITTSFIELD

LODI

FREEDOM

SHARON

AUGUSTA

YORK

SALINE

BRIDGEWATER

MANCHESTER

US 23

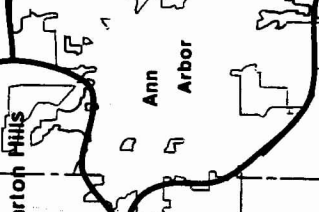
I 94

I 94

US 12

M 52

ROLLING HILLS

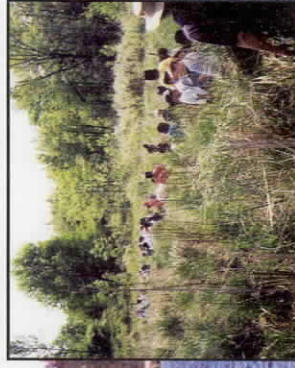


WASHTENAW COUNTY PROJECTS LOCATION MAP



Independence Lake County Park

3200 Jennings Road
Whitmore Lake, MI
(734) 449-4437
parks.ewashtenaw.org



Directions

US-23 to Six Mile (exit 50), follow park signs; west on Six Mile, left on Whitmore Lake, right on Kearney, left on Jennings

Independence Lake County Park is one of Washtenaw County's most beloved parks! The beautiful setting on the shore of Independence Lake annually invites tens of thousands to actively recreate, quietly observe, or both.

Open year-round...come visit soon!

Vehicle Entrance Fees

	County Resident*	Non-County Resident
Daily	\$4	\$8
Annual	\$20	\$38
Seniors	\$2	\$4
Bus	\$30	\$30

*proof of residency required

Group Rentals

- Beach Center Meeting Room: seats 35-40, 800 sq.ft., fireplace, display screen
Full Day \$100; Half Day (4hrs) \$50; Hourly \$20
- Beach Center Pavilion: seats 120
Weekdays \$80; Weekends/Holidays \$100
- Independence Woods Pavilion: seats 90
Weekdays \$60; Weekends/Holidays \$80
- Meadow's Edge Pavilion: seats 90
Weekdays \$60; Weekends/Holidays \$80
- Robert R. Gamble Group Center: seats 480, private pavilion, restrooms, beach & parking
Weekdays \$240; Weekends/Holidays \$320

For more information call (734) 449-4437 or (734) 971-6337, or visit parks.ewashtenaw.org

Washtenaw County Parks & Recreation Commission

Janice Anschuetz
President
Robert W. Marans
Vice President
Patricia Scribner
Secretary

Janis Bobrin
Jimmie Maggard
Nelson K. Meade
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Director

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Washtenaw County
Parks & Recreation
Commission



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CONCRETE CURB

LANDSCAPING

POST & CABLE FENCE

ENTRANCE PAD 2

CONNECTOR PAD 1

EXTG.
SPRAY PLAY

CONCRETE

SPRAY
PADS (3)

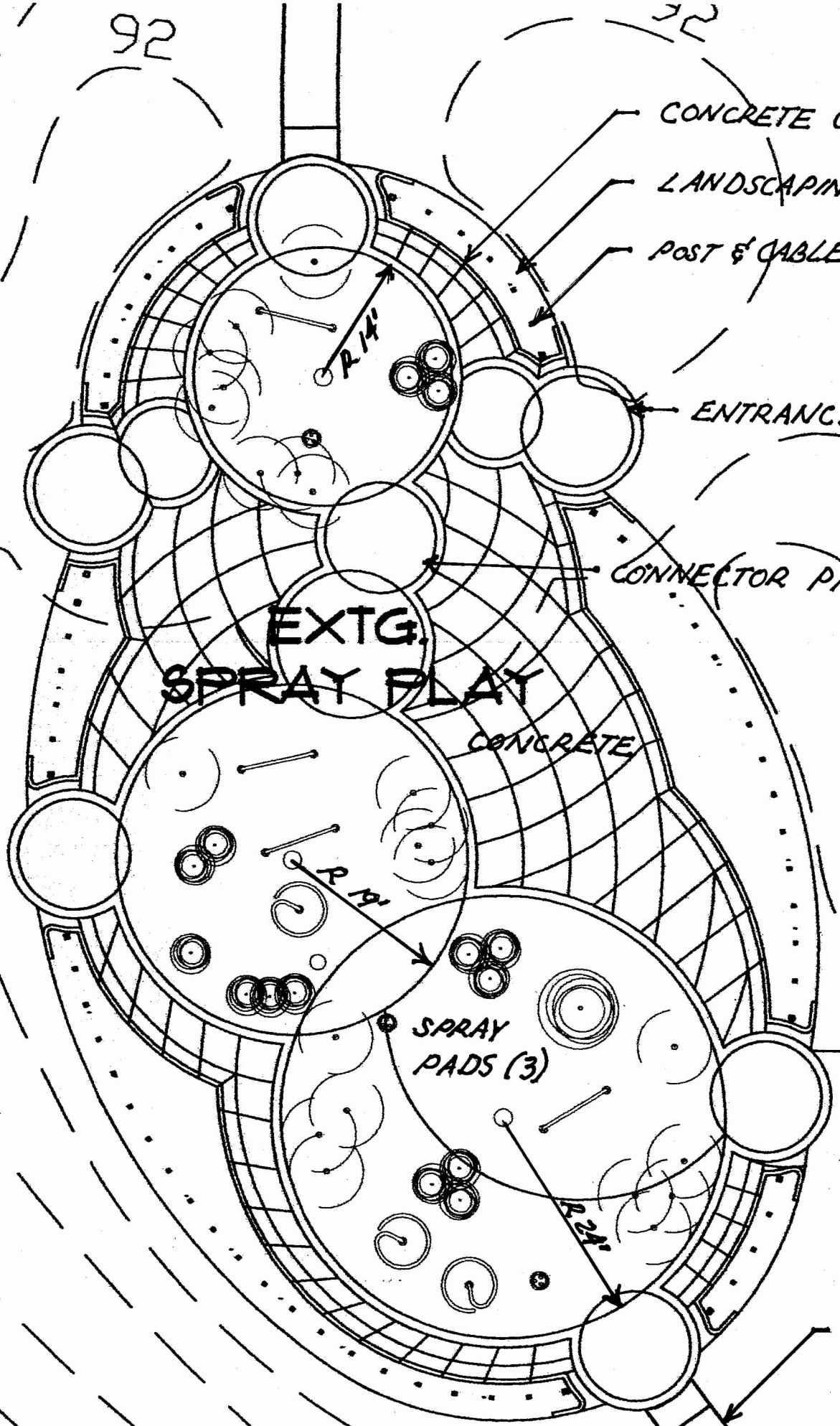
WALK

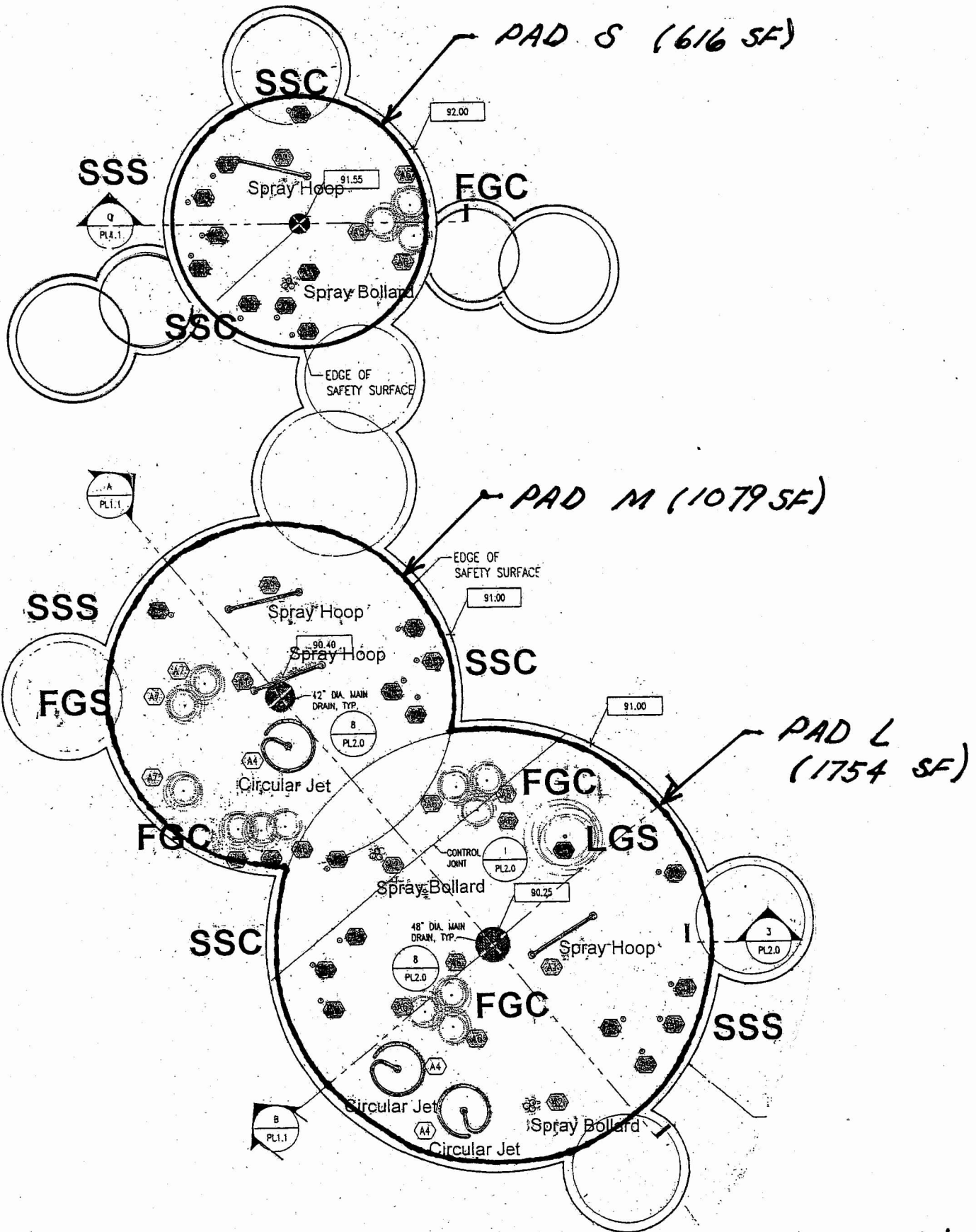
INDEPENDENCE LAKE PARK SPRAY FACILITY

3

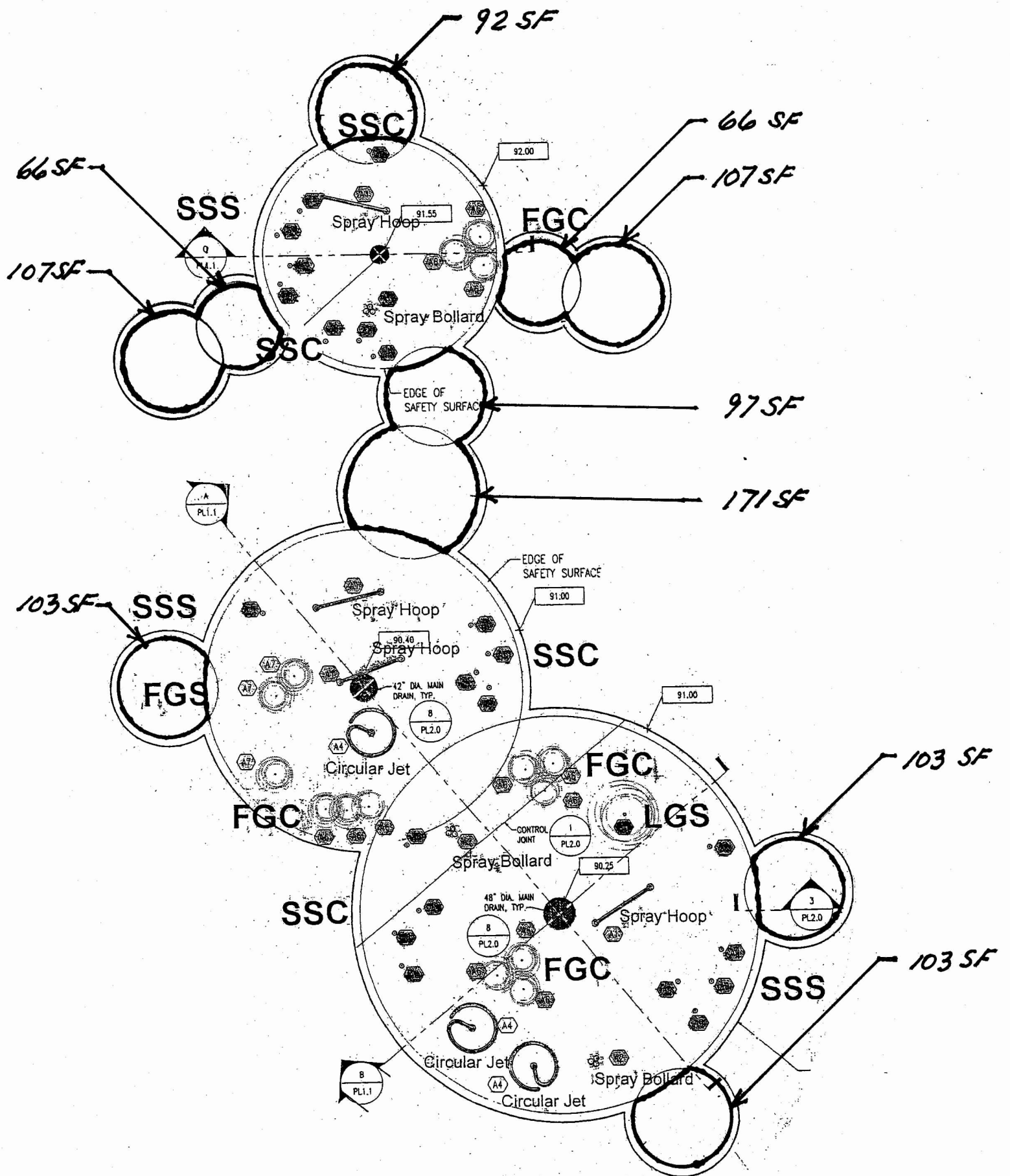
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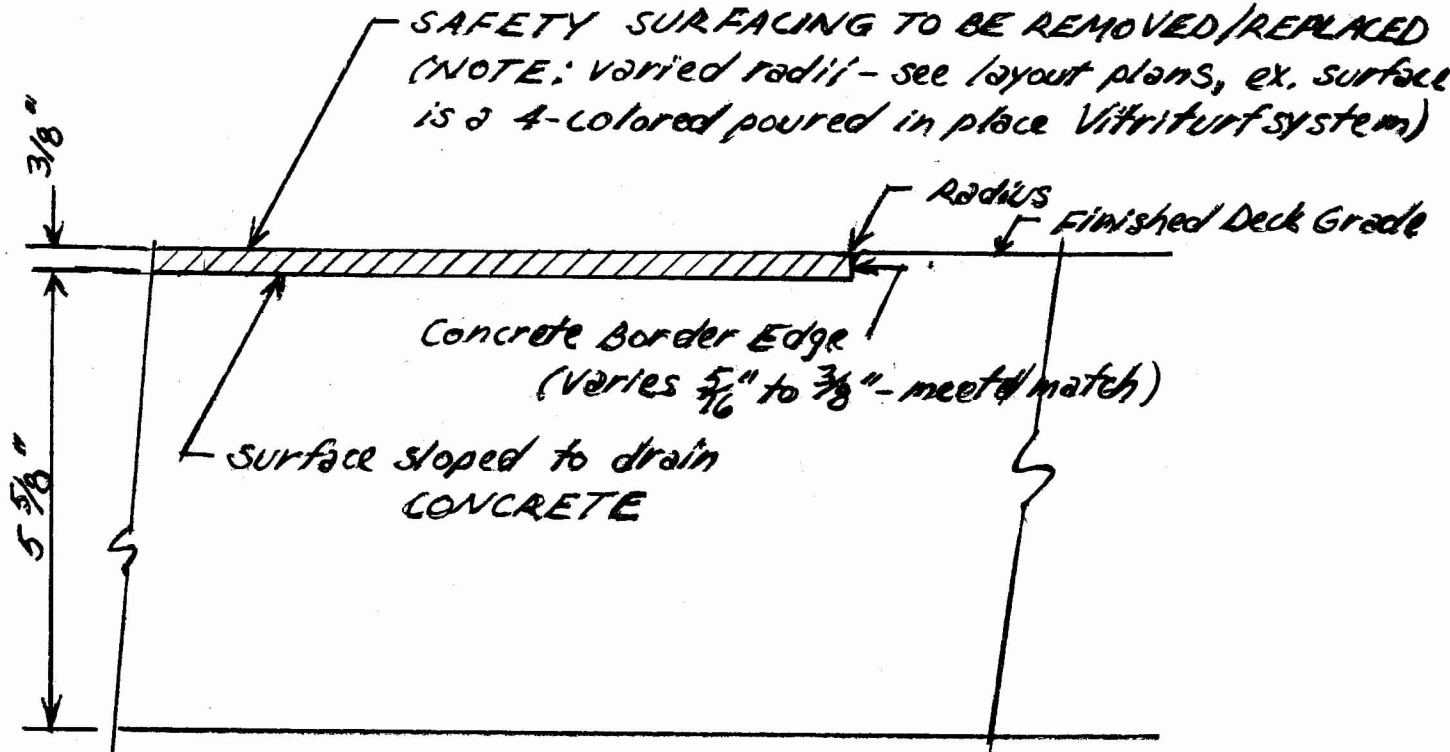




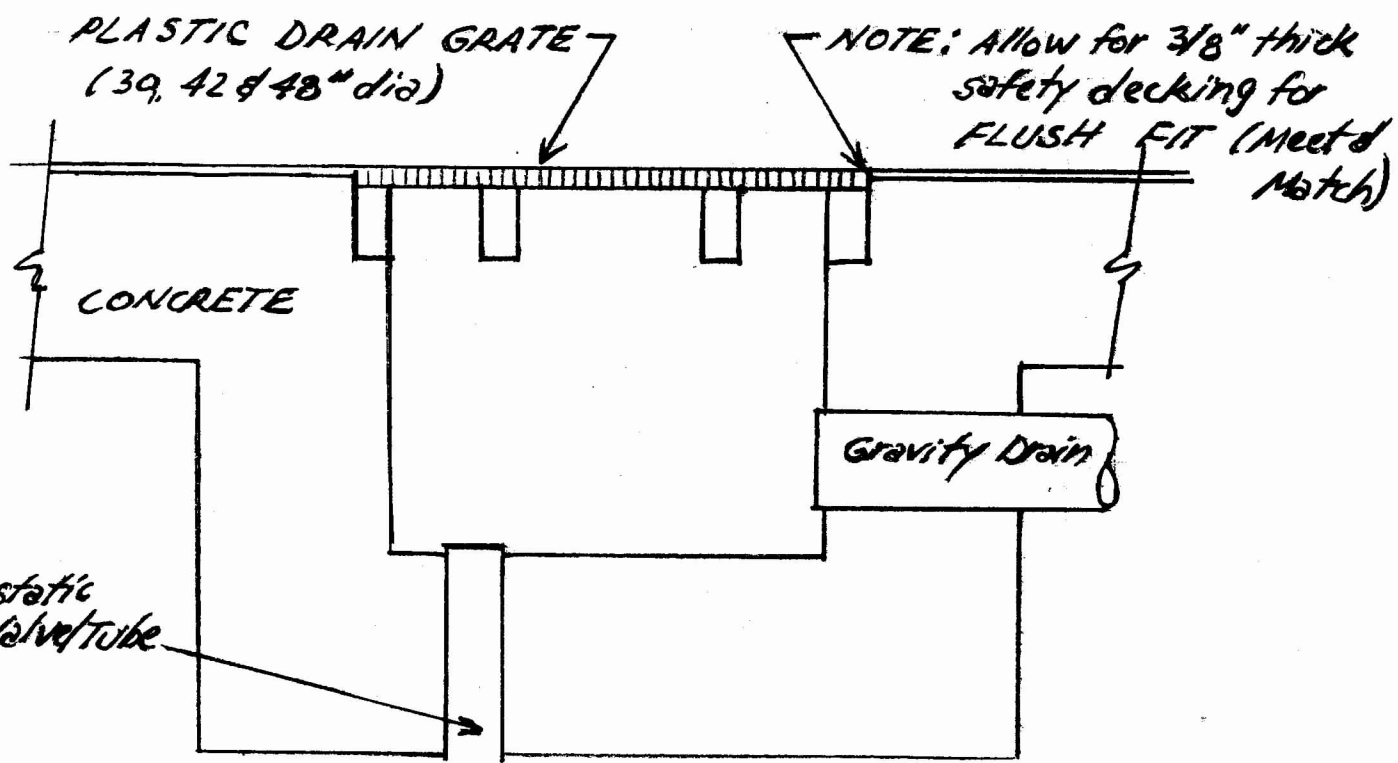
INDEPENDENCE LAKE PARK SPRAY PADS (3)
BASE BID - PADS L, M, S. (3449 SF)



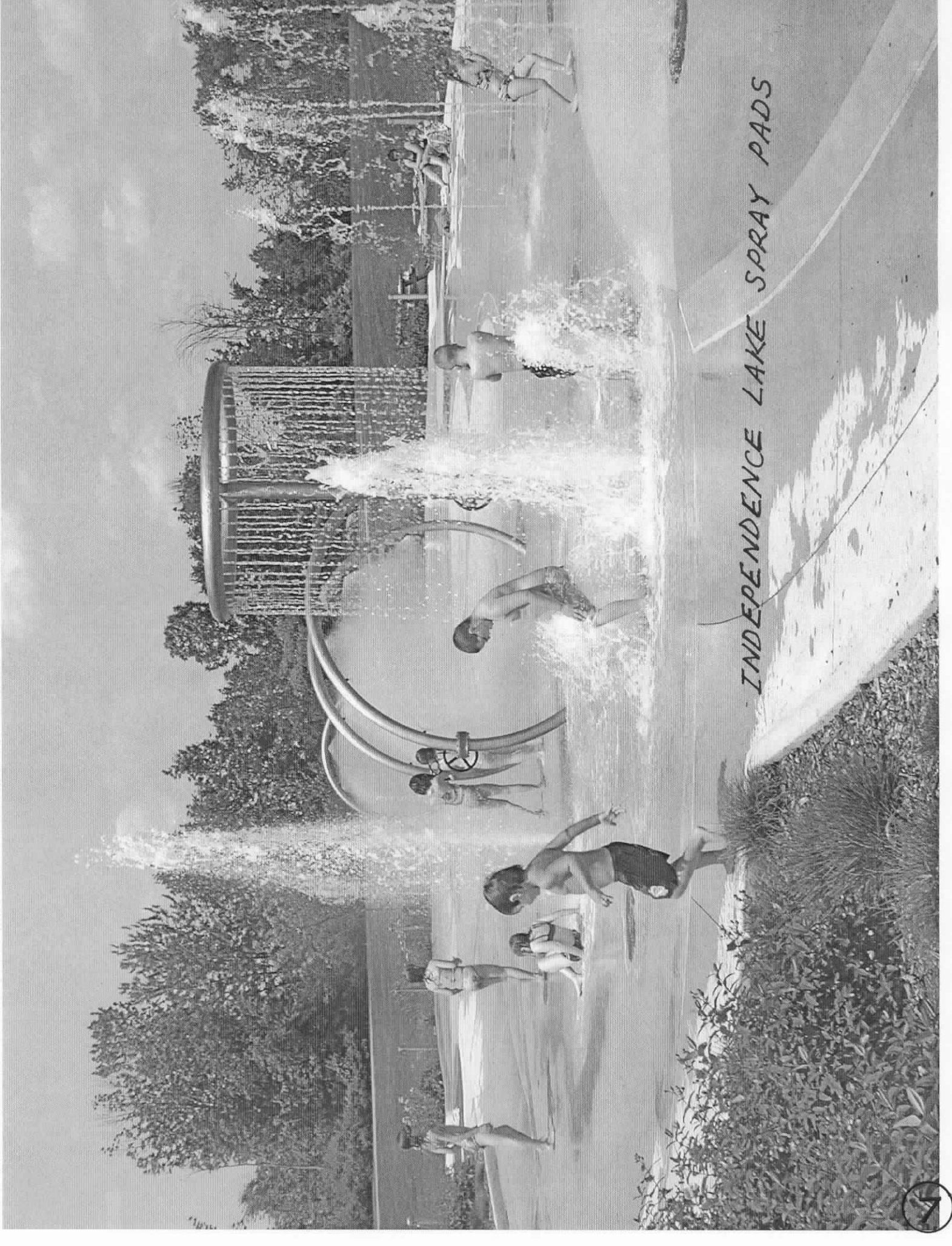
INDEPENDENCE LAKE CONNECTOR PADS (10)
 ADD ALTERNATE # 1 (1015 SF TOTAL)



INDEPENDENCE LAKE SPRAY PADS
 TYPICAL SAFETY SURFACING TO PAVED EDGE



INDEPENDENCE LAKE SPRAY PADS
 EXISTING DRAIN DETAIL - TYP. (Also Rolling Hills)



INDEPENDENCE LAKE SPRAY PADS



Rolling Hills County Park & Water Park

7660 Stony Creek Road
Ypsilanti Township, MI
(734) 484-9676
Water Park (734) 484-9655
parks.ewashtenaw.org



Directions

US-23 to Exit 31-Willis Road. East on Willis, left on Stony Creek at 2nd 4-way stop. Approx. 1 mile, entrance on left.

I-94 to Exit 183-Huron Street. South on Huron, right on Stony Creek (light past shopping area). Entrance on right, approx. 1/2 mile past 2nd 4-way stop.

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parks.ewashtenaw.org

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Rolling Hills County Park offers some of the most fun you'll have in Washtenaw County! Cool off in the water park. Relax at the fishing pond. Take in nature on the trails or challenge yourself to 18-holes of disc golf. Open year-round...come visit soon!

Vehicle Entrance Fees

	Resident*	Non-Resident
Daily	\$4	\$8
Annual	\$20	\$38
Seniors	\$2	\$4
Bus	\$30	\$30

Water Park Entrance Fees

	Weekdays (after 5pm)	Weekends/ Holidays
Daily Resident*	\$6 (\$4)	\$7
Daily Non-Resident	\$8 (\$5)	\$9
36" tall or under	free	free
Locker rental	\$0.25	\$0.25

*County Residents must show proof of residency

Group Rentals

Woodland Pavilion: seats 90
Weekdays \$60; Weekends/Holidays \$80

Prairie Pavilion: seats 200
Weekdays \$115; Weekends/Holidays \$170

Family Pavilions (4): seat 12
Weekdays/Weekends/Holidays \$20

The Lodge: indoor meeting room, fireplace, vaulted ceiling, scenic views overlooking pond and woodland, seats 35
Weekdays/Weekends/Holidays \$35

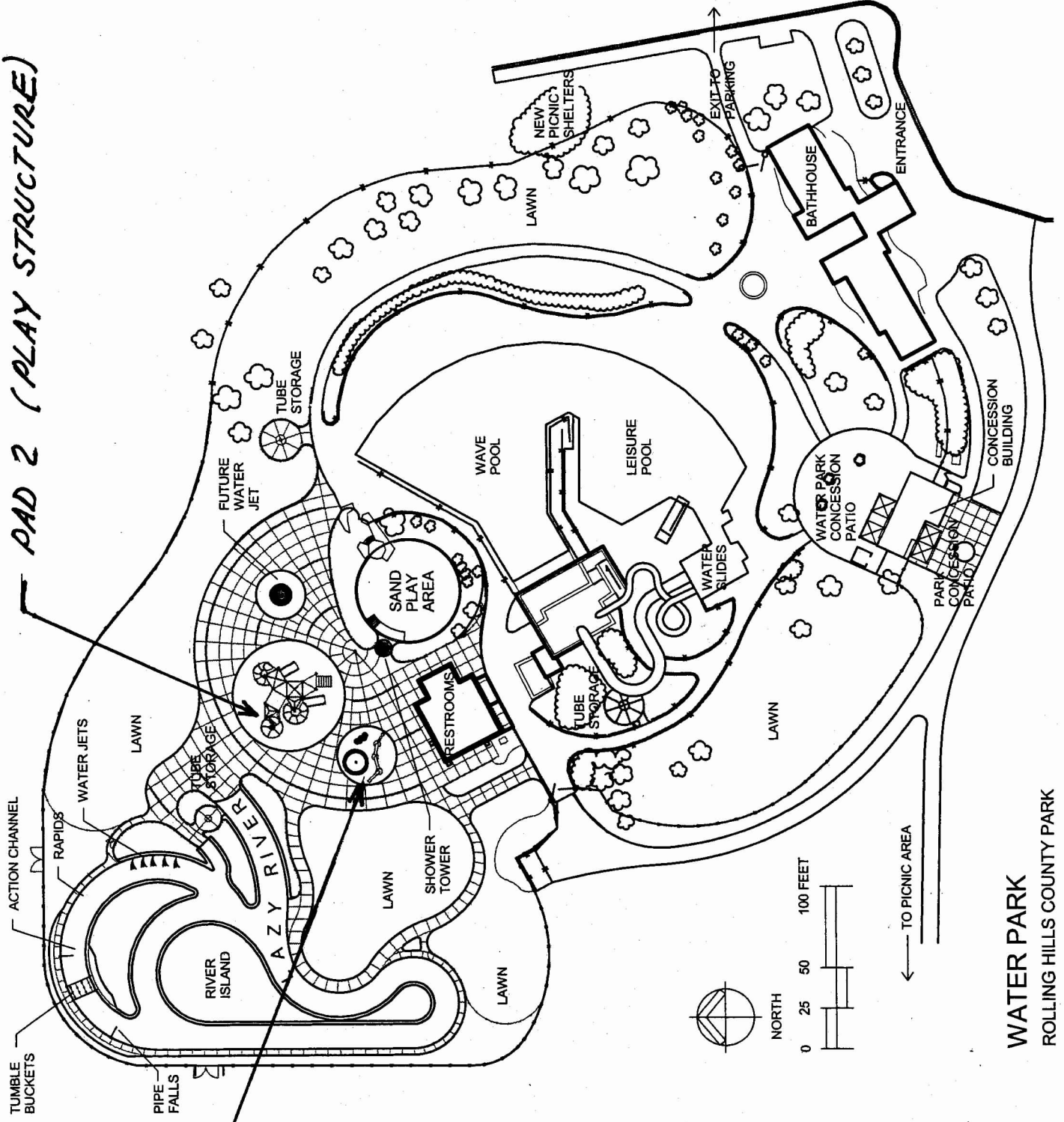
For more rental info call (734) 484-9676 or (734) 971-6337, or visit parks.ewashtenaw.org



Washtenaw County
Parks & Recreation
Commission

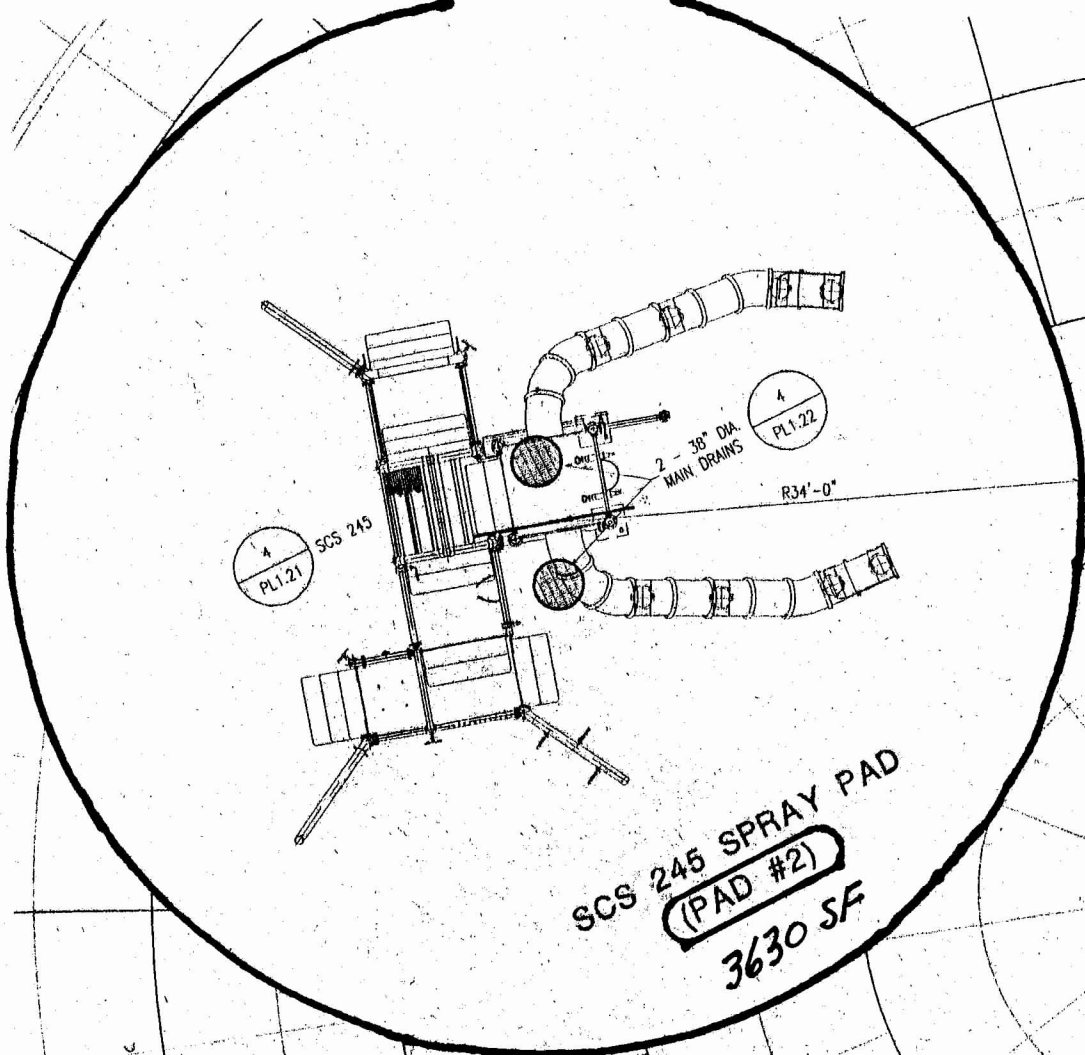
PAD 1 (NOT PLAY)

PAD 2 (PLAY STRUCTURE)

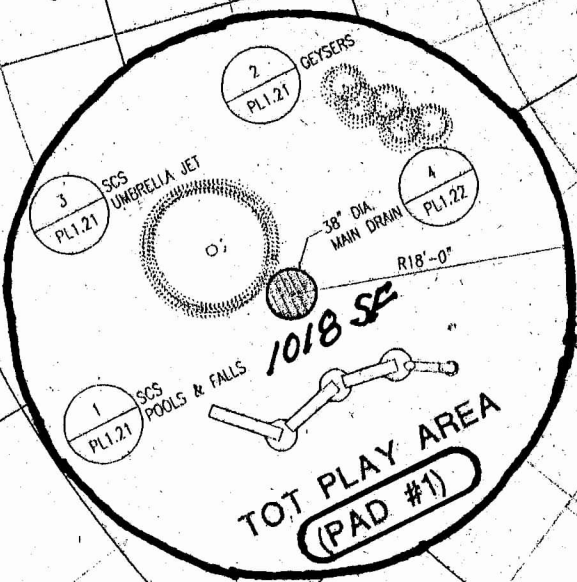


WATER PARK
 ROLLING HILLS COUNTY PARK

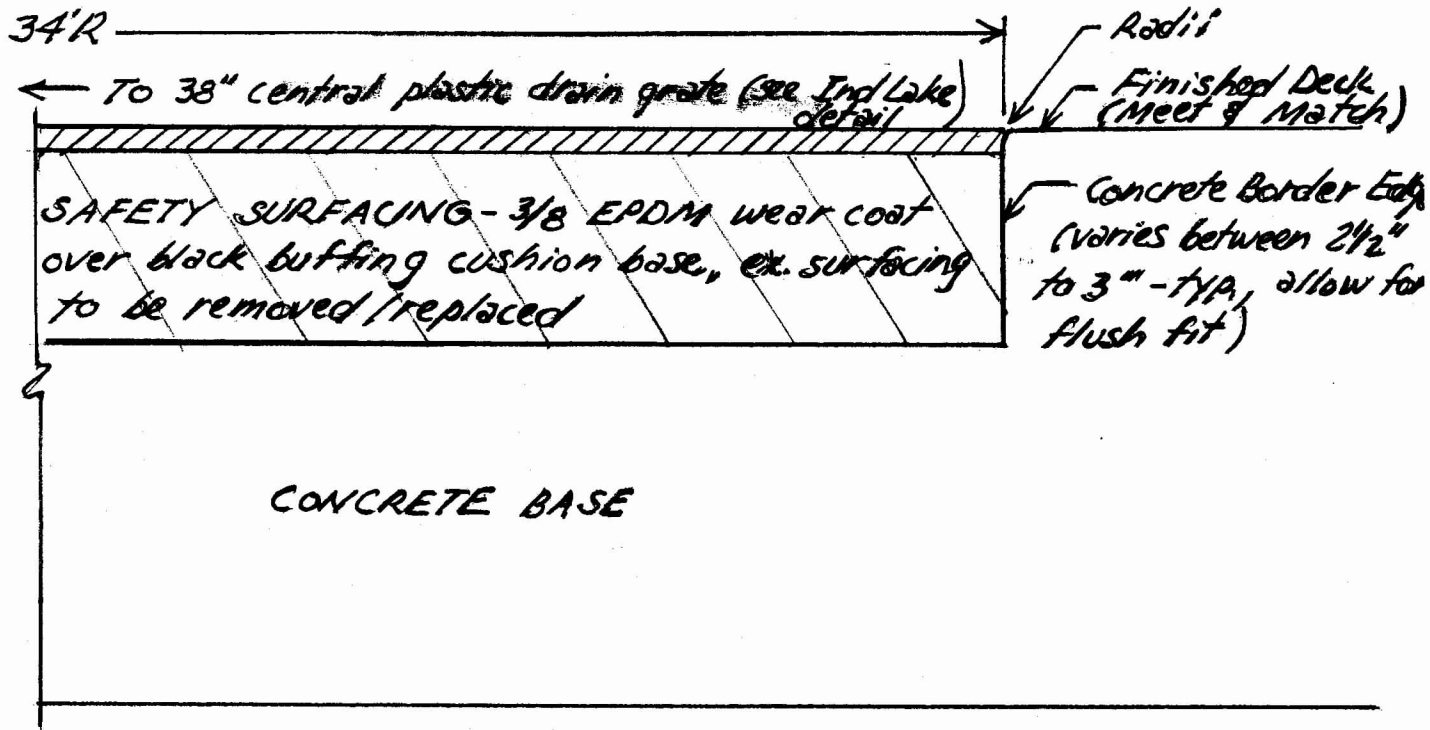
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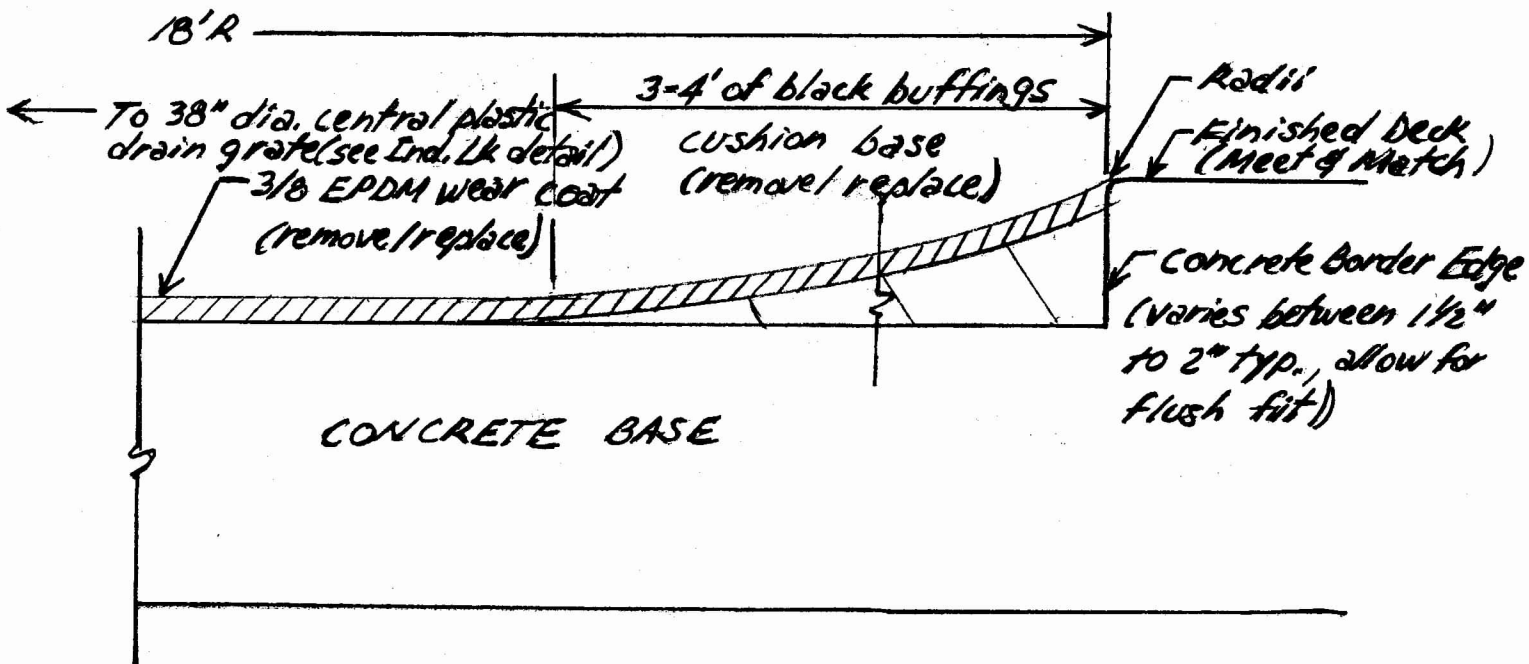
CONCRETE



ROLLING HILLS PARK SPRAY PADS (2)
Total Area = 4648 SF



ROLLING HILLS WATER PARK SPRAY PAD 2
TYPICAL SAFETY SURFACING TO PAVED EDGE



ROLLING HILLS WATER PARK SPRAY PAD 1
TYPICAL SAFETY SURFACING TO PAVED EDGE



PAD 2



PAD 1

ROLLING HILLS WATER PARK SPRAY PADS

SPECIFICATIONS

Rolling Hills Water Park, Washtenaw County, Michigan Independence Lake Spray Park, Washtenaw County, Michigan

1. General

1.1 System: A single or multi layer (as applicable) rubber, extruded vinyl or similar resilient safety surfacing system certified by manufacturer as suitable for **wet spray play applications and chlorinated aquatic environments**.

1.2 Description: Seamed or seamless surface wearing and base cushioned membrane layers (as applicable, capable of being installed at specified thicknesses in conjunction with existing playground apparatus and individual project requirements).

1.3 Work: Provide all necessary materials, labor, tools, equipment and supervision to install proposed playground surfacing system.

1.4 Quality Assurance (from Manufacturer): *Unless otherwise waived by Owner*, manufacturer shall have manufactured and installed recreation surfacing systems for a minimum of five years and marketed the proposed aquatic flooring system in the United States for at least three years. Manufacturer shall have manufactured and installed wet playground safety surfaces to meet current ASTM F-1292-99 Impact Attenuation Test Criteria. Manufacturer's detailed installation procedures shall be submitted to Owner and made part of the Bid Specifications. In instances where there are conflicts with Owner generic specifications, the manufacturer's detailed specifications shall apply.

1.5 Quality Assurance (from Installer): The installation of the proposed product shall be completed by Manufacturer Certified Contractors. Safety surfacing shall be installed in strict accordance with the manufacturer's technical specifications and Owner plans and requirements.

2. Submittals *(note: verify ASTM citations)*

2.1 Manufacturer's Product Literature and Specification Data.

2.2 ASTM F1292-99 Impact Attenuation Test Certification for the safety system to be installed in compliance with the Seven Feet Critical Fall Height as determined by the Playground Equipment in place at the Rolling Hills Water Park Wet Playground Structure.

2.3 ASTM E108 Flammability Test.

2.4 ASTM E303 Skid Resistant Test.

2.5 Submit manufacturer's written instructions for recommended maintenance practices and 6" by 6" sample for approval by owner representative.

2.6 Submit manufacturer's MSDS sheets for surfacing system components.

2.7 Color samples for customer verification. *Minimum* customer color scheme requirements are as follows:

Independence Lake County Park – single color for all three spray pads with different color selection for entrance and connector pads (2 total)

Rolling Hills County Park- different color selection for each spray pad (2 total)

2.8 Statement of Warranty for a minimum five year period with detailed Warranty Claim requirements of the owner and specific procedures to be followed by the manufacturer in terms of response and repair warranty claims. Any product separation or membrane delamination failures during the warranty period shall be evidence of material and/or installation failure and shall be fully corrected without any cost to Owner. Warranty period start date shall be actual date of owner final acceptance after installer completion. This warranty is understood to exclude remedy for damage or defect caused by abuse, vandalism, modifications not executed by the Contractor, improper or insufficient maintenance or third party negligence.

3. Products

3.1 Product: Any resilient water permeable or waterproof poured-in-place, matt, tile or other membrane product free of soluble hazardous material suitable for installation on an existing concrete substrate and having a documented record of suitability for performance under spray play aquatic conditions. The finished surface must be capable of being installed around existing wet play apparatus in place. For surfacing system to be considered by owner as a potentially suitable surfacing product, bidder **must** submit separate supporting manufacturer product literature and specification data together with installer qualifications and references to Owner for review at time of bidding. Any polyurethane products containing TDI shall not be allowed due to environmental regulations.

3.2 Materials: Wearing surface unless otherwise approved by Owner shall be applied at a minimum thickness of 0.375 inches over the cushion layer or concrete substrate, as applicable. Color choice(s) and color blend ratios, as applicable, to be selected by the Owner. Cushioned base layer of two-component fall attenuation system shall be applied to specified thicknesses and securely bonded to the existing concrete substrate surface and wearing layer, as applicable. All system components shall be obtained from product manufacturer or its authorized distributors. No substitutions of, or additions of, other materials shall be utilized without prior written permission from both the manufacturer and owner.

3.3 Finish Texture: Stable and slip resistant.

3.4 Delivery Storage and Handling: Deliver all materials in original unopened containers with labels intact. Store and product all materials and protect from adverse weather and temperature conditions.

3.5 Color: Standard colors selected from Manufacturer's Color Chart. Choice by owner to be determined by installer submittal.

4. Job Conditions

4.1 General: Product shall be installed in accordance with product manufacturer(s) recommendations. Unless otherwise permitted, ambient air temperature shall be 40 deg. F (4 deg. C) or greater and rising at the time of installation of the flooring system and shall remain at 40 deg. F (4 deg. C) or greater for at least 7 days after application.

4.2 Installer shall document and provide owner with certified daily weather record report to verify compliance with all weather requirement restrictions.

5. Site Preparation

5.1 Demolition: Installer shall remove all existing safety surfacing down to the concrete base. Work is to include the removal of such play structure steps, skirting, netting and slide apparatus, as associated and incidentally required in the performance of this task.

5.2 Concrete Base Preparation: For existing below grade concrete surfaces, shot blast, acid etch or power scarify to obtain optimum bond of the Cushion Layer to the concrete, as required. Remove sufficient material to provide a sound surface, free of glaze, efflorescence, or form release agents. Remove grease, oil, and other penetrating contaminants. Concrete will have a pitch of 0.25 inches per foot and should not have low areas that will hold water under the system.

6. Installation

6.1 Installer: Installer shall be surfacing manufacturer trained and registered.

6.1 Mixing and Preparation: Mix and prepare materials, as applicable, according to manufacturer's instructions. Materials and binder will be determined by the system proposed by bidder and accepted by Owner.

6.2 Color Patterns: Layout the Owner selected standard color patterns, as applicable, per Contract Documents. Form the perimeter, as required, to achieve the prescribed shape of the area.

6.3 Primer Sealer Application: Apply manufacturer recommended primer, epoxy, sealer or required adhesive, as applicable, to concrete surfaces at manufacturer specified rate. Prime and seal only the area or areas that installer is reasonably able to complete in advance of the surfacing work required to be accomplished.

6.4 Surfacing Installation: Membranes, adhesives and applicable mixes and mixing shall be applied and installed in strict conformance to all manufacturer recommendations and requirements. Surfacing shall be cut or fit or otherwise professionally installed around all concrete deck mounted spray and play apparatus penetrations in the proposed surfacing.

6.5 Finish Elevation and Perimeter Control: Final spray pad elevations shall be uniformly level and sloped to drain (minimum of one inch per ten feet of run towards the drain basin). The finished height of the safety surfacing at perimeter will be equal to or slightly above the perimeter grade but not more than 1/16 inch higher unless approved by Owner. Any finished surfacing variations above

adjacent deck grades at perimeter must be professionally finished with beveled or other transitioned edge having a slope not greater than 1:2.

6.6 Curing, Protection, and Cleaning: Cure according to manufacturer's directions, taking care to prevent contamination during application stages and before completing the curing process. Close and protect all installation while curing and/or unattended from weather and pr damage until work completed and turned over to Owner.

6.7 Wear Pads: Surfacing systems are required to be fully warranted for five (5), including wear at base of wet playground (Rolling Hills Park Spray Pad #2) stairs, slides, etc. Surfacing systems subject to adverse wear at these locations shall be designed and include special wear pads, as applicable.

6.8 General Precautions: The contractor shall follow all manufacture recommended precautions and wear protective clothing and eye gear as appropriate for the installation work.

7. Cleaning and Demonstration

7.1 The contractor shall clean the jobsite of excess materials.

7.2 The contractor shall instruct the owner's personnel on proper maintenance and minor repairs of the resilient surfacing products, as applicable required. Surplus or extra material shall be turned over to Owner for this purpose.

7.3 The contractor shall immediately cleanup any spills or spotting on play apparatus or surrounding deck surfaces.

8. Contractors Use of Premises

8.1 The work at the project site shall be confined to those areas within the construction limits as set forth by the contract documents or otherwise approved by Owner. At no time shall material be stored or operations carried n in manner that would interfere with or hamper the daily operations of the Owner or reasonable public use and enjoyment of other surrounding park areas or activities.

8.2 Contractor use of premises shall not to interfere with the Owner's use and security of the spray pad facilities.

8.3 Contractor shall assume full responsibility for the protection and safekeeping of products stored on the sites under this contract and, as needed, move any stored products under Contractor's control which interfere with park operations.

8.4 Contractor shall protect contract and adjacent non-contract areas against damage from construction operations and be responsible for repair any damage to the facility or surrounding park area caused by contractor work activities or negligence.

8.5 Contractor shall manage construction in a manner that will not endanger the public use of other existing facilities in the vicinity. Contractor shall provide barricades, safety or warning devise and signage, as appropriate, for the protection of employees, the public and property.

9. Warranty

9.1 Safety surfacing shall be warranted for any defects in material or labor, including any material breakup, peeling, cracking, delamination, bubbling, etc., for a period of no less than 5 years.

9.2 Contractor shall provide product and installation warranties in compliance with Contract Documents to Owner together with final project payment application. *Receipt of such warranties is understood to be a condition of final payment to installer by Owner.*

9.3 Warranties required by the Contract Documents shall commence on the date of Owner acceptance of the Work.

9.4 Any subsequent safety surfacing material or installation defect occurring within the contracted warranty period shall be repaired or replaced at no cost to Owner.

9.5 Bidder agrees to pay any legal fees required by Owner to enforce provided Contract Document warranties.

**-APPENDIX "A"
SERVICE CONTRACT
(NAME OF CONTRACTOR)**

AGREEMENT is made this _____ day of _____, 2005, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director 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 Contractor must be dated and bear the Contractor'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 Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

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

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor 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 Contractor'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 contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to

commencement of services under this contract. Certificates shall be addressed to the County Administrator, c/o: Washtenaw County Parks and Recreation Commission, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, 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 Contractor, 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 Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - 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 Contractor. During the performance of the services, the Contractor 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 Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - 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 XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

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

APPROVED AS TO FORM:

CONTRACTOR

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

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

PROPOSAL FORM

BID NUMBER 6254

PROJECT: Washtenaw County Spray Pad Resurfacing Projects (two locations)

**Independence Lake County Park
3200 Jennings Road
Whitmore Lake, Michigan 48189**

**Rolling Hills County Park Facility
7660 Stony Creek Road
Ypsilanti, Michigan 48197**

Proposal of _____ (hereinafter called "Bidder").

*A corporation organized and existing under laws of state of _____

*Partnership consisting of _____

*An individual trading as _____

(*Insert corporation, partnership or individual as applicable.)

Gentleman and Ladies:

The Undersigned, having examined all pertinent drawings and specifications and having familiarized himself with all local conditions to be encountered affecting the cost of the Work and having examined the Contract Documents, agrees to furnish all of the labor, materials, tools, equipment, and services necessary to complete all bid spray play safety surfacing Work in accordance with Contract Documents of which this proposal is part.

ADDENDA

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated : _____.
Addendum No. _____ Dated : _____.

Accompanying this proposal is a bid security check or bank draft payable to the Owner, or satisfactory bond executed by the Bidder and surety company, in the following amount equal to five percent (5%) of the maximum proposal amount;

_____ (dollars) (\$ _____)

which, it is agreed, shall be retained by the Owner if the undersigned fails to execute the Contract Agreement or furnish a Performance Bond and Labor and Material Bond or Certificate of Insurance as specified within ten days (10) days after formal notification of the Award of the Contract.

PROPOSAL

Bidder is to provide prices for each bid project. All units to be completely installed items. Bidder’s proposal price shall include all sales, excise and similar taxes which may be lawfully assessed in conjunction with his performance of work and purchase of materials to be incorporated in the work. Bidder understands that Owner will not be liable for any amount in excess of the Total Base Bid, except as modified by measurement of the “as built” conditions or as expressly stated in written change orders duly executed and deliver by the Owner. Bidders may bid one or more of the following:

Independence Lake County Park Spray Pads

<u>Item No./Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. Mobilization- including all bonding, insurance, Equipment mobilization and start-up costs	1	LS	_____	_____
2. Demolition- including removal and disposal of existing surfacing	1	LS	_____	_____
3. Prep concrete surfaces	1	LS	_____	_____
4. Install proposed surfacing system	3449	SF	_____	_____
Total Items 1-4				_____

Rolling Hills Water Park Wet Playground

<u>Item No./Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. Mobilization- including all bonding, insurance, Equipment mobilization and start-up costs	1	LS	_____	_____
2. Demolition- including removal and disposal of existing surfacing	1	LS	_____	_____
3. Misc. related - including removal and reinstallation of play structure slides, skirting, steps, and netting as needed for surfacing related work	1	LS	_____	_____
4. Prep concrete surfaces	1	LS	_____	_____
5. Install proposed surfacing system- Pad 2	3630	SF	_____	_____
Total Items 1-5				_____

Rolling Hills Water Park Spray Pad

<u>Item No./Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. Mobilization- including all bonding, insurance, Equipment mobilization and start-up costs	1	LS	_____	_____
2. Demolition- including removal and disposal of existing surfacing	1	LS	_____	_____
3. Prep concrete surfaces	1	LS	_____	_____
4. Install proposed surfacing system- Pad 1	1018	SF	_____	_____
Total Items 1-4				_____

Bidder's proposed price \$ _____ to perform annual inspections of all completed work.

PROPOSAL TOTAL

I/we hereby propose to supply and install all bid Work as defined in the specifications, drawings and otherwise related work reasonably necessary for proper installation of safety surfacing for the above project(s). The Total Proposal shall reflect the total of all bid items quoted above. The Total Proposal amounts shall be shown words and figures. In case of discrepancy, the amount in words shall govern.

Perform all work for bid projects for the sum of: \$ _____ (number form)
 (written form) _____

Bidder understands that owner will not be liable for an amount in excess of the proposal price, except as expressly stated in written change orders duly executed and delivered by the owner.

ADD ALTERNATE BID

The following alternate Independence Lake Park price proposal is sought as an addition to the above bid work. **Each Independence Lake Park Bidder is required** to submit figures for the add alternate described below. Alternate price proposals shall be complete including all labor, materials, sales tax, cost of delivery, use of equipment, utilities, Workman's Compensation Insurance, Social Security, unemployment contributions, fringe benefits, supervision, overhead, bond costs, profit and other general expenses.

Add Alternate: Remove/Replace 1015 SF of Connector Pad Area at Independence Lake County Park (10 total pads)
 \$ _____

PROPOSED PRODUCTS AND MATERIALS AND INSTALLATION

The undersigned submits that its Bid is based on using the following major proprietary surfacing products and materials.

Item Names(s)	Manufacturer

Authorized designated contacts for each of the following are:

Bid Questions and Clarifications	Name	Phone #
Products and Materials Questions	Name	Phone #
Installation Questions	Name	Phone #

OTHER BIDDER REPRESENTATIONS

To be checked as applicable by bidder. **If unchecked, please explain** in separate attachment titled "Supplemental Bidder Representation Explanations".

- I am a **certified installer** for the proposed surfacing system(s) upon which this proposal is based and a copy of my certification(s) is attached.
- I have attached **with this bid** a list of past project references identifying project and contact names, addresses and telephone numbers for past clients for whom I have done similar work.
- The proposed surfacing system(s) for the subject project(s) is a field tested and **proven application** for installation in chlorinated aquatic conditions and local project weather conditions.
- I have **installed the subject proposed surfacing system** on _____ projects over the last _____ years. A listing of these projects with associated reference contact information **is attached**.
- If awarded the contract, the Undersigned agrees to **unconditionally warranty** all work in the contract against any and all product failure or installation defects for a period of five year beginning with the date of substantial completion and to repair or replace any identified defects at no further cost to Owner (note: This warranty is understood to exclude remedy for damage or defect caused by abuse, vandalism, modifications not executed by the Contractor, improper or insufficient maintenance or third party negligence).

- I **commit** to having the completed installation(s) inspected on an annual basis for a five year period following project completion. **Note:** If unchecked please attach explanation.
- I have read, and if awarded the project, will **execute** a signed copy of the Washtenaw County Service Contractor (see Appendix A).
- I have **sent under separate cover** manufacturer product literature, detailed installation specifications, and a product sample(s) for the proposed surfacing system(s) directly to Owner at the following address:

Packages (UPS, FedEx, etc.)
Washtenaw County Parks and Recreation
2230 Platt Road
Ann Arbor, MI 48104
Attn: Ray Essell

Regular Mail
Washtenaw County Parks and Recreation
PO Box 8645
Ann Arbor, MI 48107
Attn: Ray Essell

TIME OF COMPLETION

The Undersigned understands that the spray pad resurfacing installations are urgently needed by Owner and for this reason unconditionally agrees to complete all bid work under the Contract within the dates established in the bidding schedule.

LIQUIDATED DAMAGES

It is mutually understood that since time is of the essence on this contract, if bid pad resurfacing is not completed in accordance with the project schedule and facilities are not operationally ready by May 27, 2006, the public will lose use and enjoyment of said facilities and the Owner will occur loss of financial revenue generated by these facilities. For this reason, liquidated damages in the amount of \$ 250 dollars per calendar day per project spray pad facility (3 total), up to a maximum of \$ 750 per day may be assessed installer for each and every calendar day that the time consumed in contract completion extends beyond the May 15, 2006 project completion dates. Said sum is hereby agreed upon fixed and determined by the parties hereto as liquidated damage and not as a penalty.

IF A CORPORATION:

Incorporated under laws of state of _____

Licensed to do business in Michigan (Check One): YES _____ NO _____

(Name of Corporation)

BY: _____
(Name and Title of Officer)

(Official Address)

IF A PARTNERSHIP:

Partner: _____
(Name, City, and State)

Partner: _____
(Name, City, and State)

Partner: _____
(Name, City, and State)

Name of Partnership: _____
(Official Address)

IF AN INDIVIDUAL:

City and State of Residence: _____
(City) (State)

(Name of Individual)

(Official Address)

Each Bidder, including each party to any joint venture, must complete proposal form by signing in proper signature line above, and by supplying required information called for in connection with signature. In submitting this proposal it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of proposals.

BIDDER'S CERTIFICATE

The bidder hereby certifies:

That this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

That he has not solicited or induced any person, firm or corporation to refrain from bidding: and that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.