



Charter Township of Garfield

Grand Traverse County

3848 VETERANS DRIVE
TRAVERSE CITY, MICHIGAN 49684
PH: (231) 941-1620 • FAX: (231) 941-1588

Issue Date: October 4, 2021

REQUEST FOR PROPOSAL (RFP)

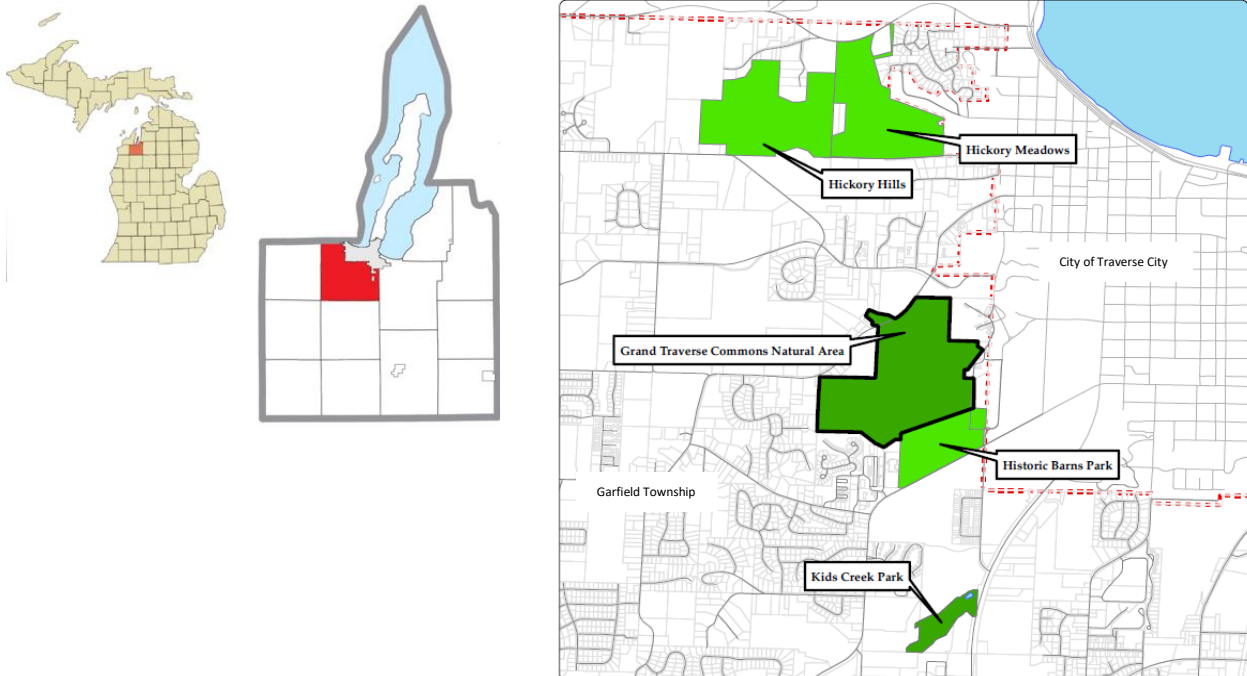
GRAND TRAVERSE COMMONS NATURAL AREA PARK PLANNING AND DESIGN SERVICES

INTENT

The Charter Township of Garfield (Township) is requesting proposals from qualified consultants (Consultant) for a contract to conduct park planning and design services for the improvement of Grand Traverse Commons Natural Area. The selected Consultant will develop design scenarios and a final design that builds upon the Township's Parks and Recreation Master Plan and the Grand Traverse Commons Master Plan, but also recognizing the Natural Area's relationship to surrounding properties and neighborhoods. A central issue for the community has been the need for a trail design and construction within the Natural Area to accommodate the wide variety users of this community treasured land.

The Township intends to select a proposal based upon qualifications, ability, relevant experience, cost, and other pertinent factors. The Consultant will be required to accept a Consultant Agreement with the Township for this work. A sample Consultant Agreement is included within this RFP.

LOCATION



TIMELINE

The project period from consultant selection until completion of the project is anticipated to be six (6) months.

Activity	Target Dates*
Issuance of the RFP:	October 4, 2021
Deadline for Submissions:	November 15, 2021
Interviews for Three Consultants: <ul style="list-style-type: none"> • Three qualifying RFP Respondents will be selected 	Week of November 29, 2021
Selection of Consultant by Township Board:	December 14, 2021
Trip One to Township by Consultant (Project Start-Up): <ul style="list-style-type: none"> • Review Existing Conditions Report with Staff • Meeting with Advisory Group • Tour the Site 	Mid-January, 2022
Trip Two to Township by Consultant (Public Engagement): <ul style="list-style-type: none"> • Stakeholder Interviews • Community Open House 	Mid-February, 2022
Trip Three to Township by Consultant (Design Scenarios): <ul style="list-style-type: none"> • Development of Design Scenarios • Presentation of Design Scenarios to Community • Presentation to Parks & Recreation Commission 	April 4, 2022 Parks & Recreation Commission
Trip Four to Township by Consultant (Preferred Scenario): <ul style="list-style-type: none"> • Development of Preferred Scenario • Presentation on Preferred Scenario to Community 	Mid-May, 2022
Trip Five to Township by Consultant (Final Plan): <ul style="list-style-type: none"> • Development of Final Plan • Final Plan Presentation to Parks & Recreation Commission • Final Plan Presentation to Township Board 	June 6, 2022 Parks & Recreation Commission June 14, 2022 Township Board
*All dates are subject to change	

BUDGET RANGE

The budget range for these services is \$50,000 to \$60,000. Respondents should indicate the number of hours for each Consultant professional.

SCOPE OF SERVICES

BACKGROUND

The Grand Traverse Commons Natural Area is a 180-acre park in Garfield Township. The Natural Area is part of the Grand Traverse Commons Redevelopment District and was originally part of the former Traverse City State Psychiatric Hospital. Due to its long history as part of the Grand Traverse Commons and its proximity to many neighborhoods and developments, the Natural Area is a popular destination and highly valued by the community. The Natural Area contains many natural trails, wooded hillsides, streams, meadows, and wetlands. Hiking, biking, nature watching, and cross-country skiing are all enjoyed at the park.

Parking and trailheads to the Natural Area exist on North Long Lake Road, near the intersection of Medical Campus and Cottageview Drives, on the west side of the TBA Administrative building, at the Historic Barns Park, and on the northernmost side of Copper Ridge. Only the North Long Lake Road parking lot and trailhead is owned and maintained by the Township. No services, including restrooms, are available on site.

PROJECT GOALS

Primary goals for the Grand Traverse Commons Natural Area:

1. Create a multi-user park that meets the year-round needs of residents and visitors for passive recreation opportunities;
2. Create access between the park, adjacent neighborhoods, and other parks;
3. Incorporate native landscape materials; and,
4. Protect and enhance the park's natural resources and wildlife habitat.

GENERAL SERVICES

1. The Consultant shall have design expertise and have professional staff holding park and recreation accreditations, including Certified Park and Recreation Professionals (CPRP) or similar accreditations.
2. The Consultant shall assist in public engagement activities to ensure a successful public engagement process. The public engagement process will be led by Township staff.
3. The Consultant shall participate in regular project contact and coordination with Township staff.
4. The Consultant shall prepare preliminary and final designs that incorporate and address the following:
 - a. Field Reconnaissance
 - b. Recognition of Natural and Cultural Features, including Slopes, Soils, Vegetation, Hydrology, Water Quality, Wetlands, Viewsheds
 - c. Trail Layout, including Crossings and Connections to Other Trail Systems
 - d. Trail Users and User Conflict Reduction Strategies
 - e. Access and Accessibility
 - f. Trail Support Facilities, including Trailheads, Wayfinding, Signage, and Site Furnishings
 - g. Construction Materials and Trail Wear
 - h. Stormwater and Erosion Management

PROJECT START-UP (TRIP ONE)

The following activities will occur for the Project Start-up:

1. Participate in a Project Start-up meeting with Township staff and any project partners to create a shared understanding of the details of the project process.
2. Review the Existing Conditions Report prepared by the Township, including all relevant existing related reports, plans, studies, data, and information. The Consultant may make recommendations for additional data and/or information.
3. The Consultant and Township staff will visit the park.
4. The Consultant and Township staff will meet with members of the Advisory Group and any stakeholders to gain background and context for the project.
5. The Consultant and Township staff will prepare for the first Community Open House planned for Trip Two.

PUBLIC ENGAGEMENT (TRIP TWO)

The Township will host a Community Open House with assistance from the Consultant. The purpose of the Open House is to establish a community understanding about the project purpose and process and to elicit information and preferences from the community about the park. The meeting may include interactive small group exercises, including hands-on drawing exercises and other methods to elicit public input on park uses, amenities, and overall future vision. Non-meeting input will also be sought (i.e., online surveys, etc.). The Consultant will assist the Township in organizing the Community Open House and will summarize information and ideas gathered at the event.

DEVELOPMENT & PRESENTATION OF DESIGN SCENARIOS (TRIP THREE)

The following activities will occur for the Development and Presentation of Design Scenarios to Community:

1. Alternative Design Scenarios: Create a minimum of three park design scenarios based on community input from the first Community Open House. The design scenarios will be reviewed and accepted by the Township staff.
2. Second Community Open House: Conduct a second Community Open House to present the alternative concepts and to facilitate a dialogue among all the relevant viewpoints represented. Gather the information necessary to narrow the alternative concepts into a preferred plan.

DEVELOPMENT & PRESENTATION OF PREFERRED PLAN (TRIP FOUR)

The following activities will occur for the Development and Presentation on Preferred Plan to Community:

1. Preferred Plan Synthesis: Draft a preferred plan by accounting for all the information from the Second Community Open House and merging the high performing elements of the alternative concepts with newly developed design elements.
2. Review with Stakeholders: Review the preferred plan with stakeholders as necessary.
3. Final Community Open House. Present a concise and comprehensive summary of project goals and all elements of the preferred plan. Gather community input through an open discussion or open house format.

DEVELOPMENT & PRESENTATION OF PREFERRED PLAN (TRIP FIVE)

The following activities will occur for the Development and Presentation on the Final Plan:

1. Develop a final plan that will include the following elements:
 - a. Produce a report document that concisely describes the project, the process, and the plan. The report should cover the entire project process, highlighting stakeholder involvement and decision-making processes. The documents should be capable of educating those who did not participate in the process previously.
 - b. Provide preferred detailed park design based on the input from the Township and the final community open house. The design shall include a detailed cost breakdown of all proposed improvements for phased implementation.
 - c. The Final Plan will be in a form so that it can be incorporated into the Township's Parks and Recreation Master Plan.
2. Development and Adoption. The Final Plan will be presented to the Township Parks and Recreation Commission and Township Board for review and adoption.

OTHER REQUIREMENTS

COMPOSITION OF TEAMS

1. Composition of Consultant Team. The Consultant team will consist of the following specialties: park planning and design, trail planning, landscape architecture, public involvement, community planning, environmental planning and permitting, interpretive element design, project management, and cost estimating.
2. Composition of Township Team. The Township team consists of:
 - John Sych, AICP, Planning Director
 - Steve Hannon, AICP, Deputy Planning Director
 - Derek Morton, Park Steward
 - Sean Kehoe, Park Steward
 - Advisory group members (as needed)
 - Ownership group (Sub Area 3 LLC/The Minervini Group LLC, Copper Ridge, Munson Medical Center, City of Traverse City and Charter Township of Garfield Recreational Authority)

CONTRACT

The selected Consultant will be required to enter into an agreement for this project. A sample Consultant Agreement is included within this RFP. All requirements of the agreement, these specifications and the Consultant's proposal will become contractual obligations of the Consultant.

SUBMISSION OF PROPOSALS

Interested firms must submit three (3) copies of sealed proposals and one (1) electronic copy (USB) which should include at a minimum the following information:

- Firm names and introduction.
- Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project.
- Examples of experience with similar projects.
- Narrative in which the firm delineates their understanding of what is being requested by the Township in this proposal including the items of work they will accomplish for the Township, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.
- The methodology, approach or work plan which would be used to complete the project.
- Proposal Sheet with "Not to Exceed" project cost.

Three (3) sealed proposals and 1 electronic copy (USB flash drive) must be submitted to the Charter Township of Garfield, Planning Department, 3848 Veterans Drive, Traverse City, MI 49684, clearly marked "Commons Natural Area Design Plan" on the outside of the envelope, no later than 2:00 p.m. on Thursday, November 15, 2021.

Faxed or e-mailed proposals will not be accepted.

Questions may be addressed to John Sych, Planning Director, at (231) 941-1620, between the hours of 7:30 a.m. and 6:00 p.m., Monday - Thursday, or by e-mail at jsych@garfield-twp.com.

EVALUATION OF PROPOSALS

All proposals received shall be subject to evaluation by the Township. This evaluation will be conducted in the manner appropriate, as may be deemed by the Township, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The Township does not intend to award a contract for this work solely on the basis of any response made to this request. The following facts, along with other items, will be considered:

- The firm's expertise and experience as related to the required work.
- The firm's understanding of the project scope and quality of the firm's project approach.
- The cost and time scheduled as proposed.
- Qualifications and availability of the key staff members proposed to work on this project.
- Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.

All proposals must include “not to exceed” cost figures for the Commons Natural Area Design Plan.

INSURANCE

The Consultant is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the Township before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the Township prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the Township listed as an additional insured. Professional liability insurance coverage in the amount of \$1,000,000 minimum.
- Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- Workers Compensation Insurance, including Employers’ Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- If any of the insurance is canceled, the Consultant shall cease operations, and shall not resume until new insurance is obtained.

SUPPLEMENTAL INFORMATION AND REQUIREMENTS

The Township reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the Township to do so. The Township reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful Consultant of the Township's choice. The Township further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected Consultant shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the Township are considered public information. The Township has the right to disclose information contained in the submittals. The Township further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (RFP). Original materials which the Consultant may wish returned shall be clearly marked to be returned to them.

Any questions regarding this RFP shall be submitted in writing to the Planning Director at least seven (7) days prior to the deadline for submitting the proposal. Written answers to questions, which in the opinion of the Township may change or substantially clarify the RFP, will be submitted to all prospective firms.

INQUIRIES

Please direct any questions concerning any part of these specifications to John Sych, Planning Director, at (231) 941-1620, between the hours of 7:30 a.m. and 6:00 p.m., Monday - Thursday, or by e-mail at jpsych@garfield-twp.com.

REQUEST FOR PROPOSAL (RFP)
GRAND TRAVERSE COMMONS NATURAL AREA
PARK PLANNING AND DESIGN SERVICES

PROPOSAL SHEET

TITLE: Grand Traverse Commons Natural Area Park Planning and Design Services

DUE DATE: 2:00 p.m. on Monday, November 15, 2021

Having carefully examined the attached RFP and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal.

- The undersigned represents that they have experience with similar projects.
- The undersigned submits this proposal and agrees to meet or exceed all requirements and specifications listed on the RFP, unless otherwise indicated in writing and attached hereto.
- The undersigned certifies, as of the date of this proposal, not to be in arrears to the Charter Township of Garfield for debt or contract or is in any way a defaulter.
- The undersigned understands and agrees, if selected to be awarded this work, to enter into an agreement with the Township to supply this work.
- The undersigned understands that the Township reserves the right to accept any or all proposals in whole or in part and to waive irregularities in any proposal in the interest of the Township. The Proposal will be evaluated and awarded on the basis of best value to the Township. The decision criteria to be used, but will not be limited to, is price, accessories, options and overall capability to meet the needs of the Township.
- The undersigned agrees that the proposal may not be withdrawn for a period of 60 days from the actual date of the opening of proposals.

Not to Exceed Project Cost: \$ _____

Submitted by:

Print Name: _____

Title: _____

Signature: _____

Phone: _____

Email Address: _____

Company Name: _____

Company Address: _____

City: _____

State: _____

Zip Code: _____

**SAMPLE CONSULTANT AGREEMENT
FOR PARK PLANNING AND DESIGN SERVICES**

THIS AGREEMENT made this ____ day of _____, 2021, by and between GARFIELD CHARTER TOWNSHIP, a Michigan municipality, of 3848 Veterans Drive, Traverse City, Michigan, (the "Township"); and the _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

WITNESSETH:

WHEREAS, the Township desires to engage the services of the Consultant to furnish technical and professional assistance in conducting a planning process to create a park design plan for the improvement of the Grand Traverse Commons Natural Area; and,

WHEREAS, the Consultant wishes to furnish such technical and professional assistance to the Township and has represented that the Consultant has the expertise and capability to perform such services.

THEREFORE, the Township and the Consultant mutually agree as follows:

1. Scope of Services. The Consultant shall provide services to the Township in accordance with and as set forth in Schedule "A" Scope of Services, attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. The Township shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement an amount not to exceed \$ _____ (_____ Dollars).
3. Period of Performance. The obligations to be rendered under this Agreement shall commence on _____, 2021 and continue until _____, 2022, or until terminated in accordance with Section 14 of this Agreement.
4. Independent Contractor. The relationship of the Consultant and its employees to the Township is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an officer, employee, or agent of the Township or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assume the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property resulting from actions or negligence of its officers, agents, or employees.
6. Indemnity. The Consultant shall defend, indemnify, and hold harmless the Township, its officers, trustees, and employees, from and against any and all claims, liabilities, losses, damages, actual attorney's fees, and settlement expenses for injury or death of any person and damage or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of the

Consultant or its employees, agents, or subcontractors, in connection with performing this Agreement. This indemnification agreement shall not be limited by reason of any insurance coverage.

7. Workers Compensation. The Consultant shall maintain suitable workers compensation insurance on its employees pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self-insurance to the Township upon execution of this Agreement.
8. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules, and regulations of all Federal, State, and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.
9. Non-Discrimination. The Township and the Consultant agree not to 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 on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, military service, or other non-merit factor. Breach of this covenant may be regarded as a material breach of this Agreement.
10. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the Township. Any assignment, subcontract, or transfer of the Consultant's duties under this Agreement must be in writing.
11. Qualifications of the Consultant. The Consultant specifically represents and agrees that its technician possesses the experience, knowledge, and competence necessary to qualify for the technician's particular duties required in this Agreement.
12. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to the Township or the Consultant, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice.
13. Amendments. This Agreement may be modified, but such modifications shall be in writing and signed by the Consultant and the Township.
14. Termination. This Agreement may be terminated for default, defined as the failure of the Township or the Consultant to fulfill a material obligation of this Agreement, in which case termination may be immediate. Upon termination, the Consultant shall be entitled to, and the terminating party shall pay, the costs actually incurred in compliance with and as approved under this Agreement until the date of such termination.

Termination of this Agreement by the Consultant or the Township shall cause this entire Agreement to be terminated.

15. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The pronouns and relative words used herein are written in the

neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant or the Township, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant or the Township, such words shall be interpreted to be in the plural, masculine, or feminine as the sense requires.

- 16. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.
- 17. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the Consultant and the Township and there are no valid promises, conditions, or understandings, which are not contained herein.
- 18. Authority to Execute. The Consultant and the Township agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

IN WITNESS WHEREOF, the Consultant and the Township hereto have executed this Agreement on the date and year first above written.

WITNESSES:

GARFIELD CHARTER TOWNSHIP

By

Chuck Korn, Supervisor

By

Lanie McManus, Clerk

By

**SCHEDULE "A"
SCOPE OF SERVICES**

The Scope of Services will be as listed in the RFP.