

**REQUEST FOR PROPOSAL
RFP #861**

Whitewater Park Design and Construction Services



Proposal Due Date: Thursday, June 6, 2013 at 10:00 A.M.

Issued By:
City of Ann Arbor
Procurement Unit
301 East Huron Street
Ann Arbor, Michigan 48107-8647

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**SECTION I
INSTRUCTION TO RESPONDENTS**

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a company to provide a design for construction of whitewater features in the main stem of the Huron River in the city of Ann Arbor. The concept is classified as a “park and play” whitewater park, with a target audience being whitewater paddlers (intermediate level) who would travel to visit a unique set of features in the river.

The recreation whitewater is to be designed to provide whitewater boating opportunities while improving the overall health of the river system. The whitewater structures should improve stream hydrology or hydraulics, sediment transport, channel morphology and ecology which are collectively known as stream function.

B. PRE-PROPOSAL MEETING

A pre-proposal meeting for this RFP will be held on Tuesday, May 21 at 2:00 P.M. at the City of Ann Arbor Water Treatment Plant, 919 Sunset Road, Ann Arbor, 48103. Attendance at this meeting is recommended. All questions regarding the RFP process or the technical content of the RFP will be handled as stated in Section D below.

C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Tuesday, May 28, 2013 by 5:00 P.M. and should be addresses as follows:

Scope of Work/Proposal Content questions emailed to bsteglitz@a2gov.org
RFP Process and HR Compliance questions emailed to klancaster@a2gov.org

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to klancaster@a2gov.org.

All requests for Clarification are due on or before Tuesday, May 28, 2013 by 5:00 P.M.

D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and the City of Ann Arbor web site www.a2gov.org for all parties to download.

It shall be the Respondent's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

Each Respondent must in its RFP, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

E. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before Thursday, **June 6, 2013 by 10:00 A.M. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and five (5) additional Proposal copies. Six (6) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondents sealed proposal. Proposal submitted must be clearly marked: **RFP #861 Whitewater Park Design and Construction Services and then list Respondents name and address.**

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

F. PROPOSAL TERMS AND REQUIREMENTS

The City reserves the right to reject any and all proposals, to waive or not waive

informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of one hundred twenty (120) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

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.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The total submittal shall not be more than 20 pages, with material on two sides of each page. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked "**City of Ann Arbor – Whitewater Park Design and Construction Services RFP #861**"

To be considered, each Respondent must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the submitter. Respondents must submit six (6) copies of the Proposal fees in a separate sealed envelope. Price Quotations stated in the Fee Proposal will not be subject to any price increase from the date on which the proposal is opened by the City to the mutually agreed to date of the contract. Fees other than those stated in the Fee Proposal will not be allowed unless authorized by contract.

All information in a submitter's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9 before a payment order can be issued.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all "sales taxes" and "use taxes" as applicable to this work.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. A selection committee comprised of members from the City's Service Areas and/or collaborating partners will complete the evaluation.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, companies are to be interviewed. During the interviews, the selected company will be given the opportunity to discuss in more detail their proposal,

qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected firm to this project.

Fee proposals will only be opened for the firms that may be interviewed.

H. INTERVIEW

The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

If the City chooses to interview any respondents, the interviews will be held the week of July 8, 2013. Respondents selected for interview will be expected to be available that week.

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. **The City will not entertain changes to the terms and conditions of the standard Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

J. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by a respondent prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

K. SCHEDULE

The City has defined the following schedule in regards to this procurement.

Activity/Event	Anticipated Date
Proposal Due Date and Bid Opening	June 6, 2013 by 10:00 A.M.
Pre-proposal Meeting WTP	May 21, 2013, 2:00 P.M.
Interview (as needed)	Week of July 8 , 2013
Contractor Selection/Negotiate Final Professional Services Agreement (PSA)	August, 2013
City Council Authorization of PSA	September, 2013

Note: The above schedule is for information purposes only, and is subject to change at the City's discretion.

L. AWARD PROTESTS

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action email. The Respondent must clearly state the reasons for the protest. If a Respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Respondent to the Purchasing Agent. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

M. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. HUMAN RIGHTS INFORMATION

Article VI of the City's standard Professional Services Agreement, outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance Forms attached as Attachment B. In the event Human Rights forms are not submitted with the proposal, the Respondent will have 24 hours to provide once requested by the City.

O. LIVING WAGE INFORMATION

All Respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by

City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The Respondent agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form should be submitted with proposal. In event they are not, the Respondent will have 24 hours from the City’s request to return completed forms.

P. RESERVATION OF RIGHTS

1. The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.
2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
3. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II BACKGROUND AND SCOPE OF WORK

A. BACKGROUND

The creation of whitewater features was approved by Ann Arbor City Council in 2010 as part of a larger effort that included the building of the Argo Dam bypass now called the Argo Cascades. The whitewater portion of this project was delayed due to the environmental remediation work required on the adjacent DTE property. As part of this remediation work DTE applied to the State of Michigan for the whitewater permit in 2012. Four entities, including EPA, MDNR and U.S. Fish & Wildlife, filed letters of objection with the state of Michigan therefore DTE withdrew the permit for this recreational section of whitewater in September 2012. The remediation work on the adjoining DTE property was completed in December of 2012.

This RFP is to seek a qualified firm to design whitewater features located between Argo Dam and the Argo Cascade exit in the main stem of the Huron River. Being a state waterway the project requires working extensively with and obtaining a permit from the Michigan Department of Environmental Quality (MDEQ).

The Argo Dam was originally constructed in 1913 for Detroit Edison to generate hydroelectric power along the Huron River. The dam is no longer used for power generation, but is maintained by the City of Ann Arbor for recreation. The dam consists of earthen embankments on the left and right side of a 188-foot wide reinforced concrete spillway that houses six 25-foot wide tainter gates and two 7-foot wide by 5-foot high rectangular sluice gates. The dam has a structural height of 18 feet, a normal head of 11 feet, and creates an impoundment with a surface area of approximately 92 acres. The dam is regulated by the MDEQ, as a run-of-river dam and is required to pass a minimum of 100 CFS. The gates are managed to maintain a constant pond elevation of 774 feet ASL.

This stretch of river has a riffle to riffle bed flow of .33% and is regarded as a high quality fish habitat because of its high gradient riffle/pool habitat and has quality gravel substrate and woody debris. Longitudinal profile 1,036 feet from Argo Dam to the outfall of the Cascades riffle to riffle bed slope was .33% with a full bank slope of .25%.

B. SCOPE OF WORK

Design whitewater features to provide fun for boaters and anglers while addressing meeting the needs of regulators and the community. The Whitewater Park should provide opportunities for paddlers, complement river restoration efforts, and add to the river ecosystem benefiting aquatic biota, paddlers, the community and the local economy. The concept of the whitewater features in Ann Arbor is classified as a “park and play” whitewater park, with a target audience being whitewater paddlers (intermediate level) who would travel to visit a unique set of features in the river. Scattered boulders will allow for the teaching of basic whitewater skills (catching eddies, peel-outs and eddy turns) and for teaching beginner paddlers (developing a whitewater paddling community).

The key whitewater features should be spaced appropriately to “spread out” the paddlers so there are not too many people clustered at one location. The whitewater features should be designed to be usable at typical river flows (150-1500 cfs). It shall be the responsibility of the Proposer to document how each of the whitewater features will perform at the full spectrum of

flow rates that could be encountered.

River features should include the following:

1. Set of “eddy forming” boulders for teaching eddy turns (C and S-turns). These would be strategically laid out at various points upstream and/or downstream of the other features.
2. A hole (*retentive*) that is symmetric, sufficiently deep (18”-24” on upstream side) and wide enough (10-15 feet). This would have enough drop to be retentive at lower water levels and transition to a surf wave at high water levels.
3. A surf wave that is symmetric and distinct eddies on either side (for wave access). There should be enough width (10-15 feet) to be maneuverable by a single paddler.

Feature #1 would likely be scattered upstream and downstream of features #2 and #3, as allowed by space. The location of these features would be far enough upstream to be minimally influenced by the final rapid (#9) of the Argo Cascades where the Cascades re-enter the main stem of the Huron River. The whitewater features need to be able to withstand a design flood (8500 cfs) without any damage to the installed infrastructure or in-stream improvements.

The whitewater structures should be natural channel design structures that maintain or enhance river stability and function to facilitate multiple objectives. These structures should not only enhance recreational boating but should also be constructed for river restoration. A properly designed river structure should meet more than one specific objective such as establish grade control, bank stabilization, reduce streambank erosion, facilitate sediment transport, maintain fish passage at all flows, enhance fish habitat, maintain width/depth ratio, maintain river stability, dissipate excess energy, withstand large floods, maintain channel capacity, and be visually compatible with natural channels and be acceptable to the public. The whitewater structures should also ensure stability of structures during major floods and be maintenance-free diversion structures.

The surrounding landscape should be considered with an upriver access point and a downriver access point, with intermediate points between the various features and eddies (allowing paddlers and students to enter at a particular location or take out to avoid paddling through features). There should also be a path between the whitewater river features that also connects to the existing Border to Border trail. This would facilitate use of the “park and play” spot and also allow for park goers to watch the whitewater paddlers.

C. Work Plan Components

The proposed work plan should address the Scope of Work as described in Section II.B. of this RFP as well as include those work plan components identified in this section.

1. Consultant shall facilitate a pre-design meeting with MDEQ, US Fish and Wildlife Service and DTE to go over their design criteria and expectations to ensure the plans developed are permissible.
2. Consultant shall develop a public engagement plan that incorporates its approach for engaging the community on this project. At a minimum it shall include five meetings with City boards and commissions, two public meetings and a presentation to Ann Arbor City Council.
3. The work plan shall identify all milestones and deliverables anticipated during the course of the design, including but not limited to a draft design concept to share with the public, City boards and commissions and stakeholder groups; detailed design drawings for City review and public comments; final design documents for bidding and permitting; and, development of the construction permit for submission to MDEQ.

4. The draft design concept shall be a memorandum with drawings that develop different alternative configurations for consideration by the City. At the City's discretion one or more of these alternatives shall be shared with the community and City boards and commissions for their consideration.
5. Consultant shall develop a rendering of the selected alternative for use as part of the public engagement plan.
6. The detailed design of the proposed improvements should consider constructability. Since the dam is a run-of-river facility, the City does not have the ability to control flow passing the dam. The improvements should reflect the contractor's ability and need to divert flows around their work areas during construction as needed.
7. Consultant shall include all design, bidding, and construction services in their proposed work plan. Construction services shall include, but not be limited to, review of bids, resident engineering, construction management, review of change orders, review of RFIs, conducting progress and coordination meetings and other meetings as necessary to complete the work during construction, review of submittals, review of pay applications, and development of punch lists.
8. The Consultant shall deliver hard and electronic copies of the plans and specifications to the City. Electronic copies of the drawings shall be provided in both Autocad 2013, and PDF formats. Specifications shall be provided Microsoft Office Word 2007. The Consultant is responsible for generating copies of the bid documents for use by the general contractor and the City.
9. The work plan shall include a schedule that incorporates the milestones identified in this section as well as any additional milestones identified by the Consultant that are critical to meeting the project goals.
10. The work plan shall identify all assumptions that could impact the proposed fee for work to be performed. Identify expectations for work to be performed by City Staff. This should include estimated review time for deliverables, participation in project meetings, site inspections, and other tasks as deemed appropriate.
11. Identify any items not specifically mentioned in the scope of work that are seen as critical or necessary to accomplishing the Consultant's understanding of the City's objectives.
12. Identify any resources or information expected to be provided by the City to the Respondent.

**SECTION III
MINIMUM REQUIREMENTS
EVALUATION CRITERIA**

The Selection Committee will evaluate each proposal by the described criteria and point system listed below (A through C, based on 85 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

If needed, the committee will then schedule interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation of up to forty-five (45) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

The firms interviewed will then be re-evaluated by the described criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

Minimum Required Information

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects & References
- C. Project Specific Approach & Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Appendices

Professional Qualifications

Points 15

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider

key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel. Qualifications and capabilities of any subconsultants must also be included.

3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm uniquely qualified for this work.

Past Involvement with Similar Projects

Points 35

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm **and** the individuals to be involved in the project. Provide three constructed whitewater recreation project examples designed by staff proposed to work on this project. Examples should include whitewater recreation projects that improved the overall health of the river system, included natural channel design features, improved fish habitat and facilitated sediment transport. Examples should also include narrative of how staff worked with permitting/regulatory agency in achieving desired outcome. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design shall be included. A list of three (3) client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

Work Plan

Points 35

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and individual person-hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed, and items listed in section 2C.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan shall include what your company visions for whitewater structures in this section of the Huron River. Address the feasibility, look, function and costs of the completed whitewater features.
3. The work plan shall include how you will work with and gain the approval of State and Federal agencies to complete the permitting process. Detail how you will collaborate with a wide range of river stakeholders to gain support for a successful project.
4. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
5. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.

6. Also include in the work plan, proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

Fee Proposal

Points 15

Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Attachment A in this RFP.

After initial evaluation, the City will determine top respondents, and open only those fee proposals.

Authorized Negotiator

Include the name, phone number, and e-mail address of person(s) in your firm authorized to negotiate the Scope of Work with the City.

Appendices

Respondent Information form, Living Wage Compliance form and Contract Compliance forms must be completed and returned with the proposal. These elements should be included as appendices to the proposal submission.

EXHIBIT A – RESPONDENT INFORMATION FORM

Respondent Name: _____

Address: _____ City/State/Zip Code: _____

Telephone Number: _____ E-mail Address: _____

1. Respondent Established: Years in Business: _____

2. Business Structure () Partnership () Corporation () Sole Proprietor

3. Number of years in business as current company named above? _____

EXHIBIT B - FEE PROPOSAL FORM

Respondents Name _____

Fee Proposal – list total fee for work proposed that meets entire scope of project as identified in this RFP

Additional Services and Pricing – list any additional background services or packages offered that are not included in scope of work. Pricing must accompany any additional services.

Negotiator - Name and phone number of person(s) in the organization authorized to negotiate

on behalf of your organization _____ .
Name Phone Number

Exceptions - Respondent exceptions must be listed below to be considered. It is at the City’s discretion to approve any or all exceptions listed below.

Certification - As an awarded contract, the above Respondent agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, instruction to Respondents, special provisions, specifications, addenda, questions and corresponding answers, and the RFP as set forth in these Contract Documents. The parties intend for this to constitute the final and complete agreement between City of Ann Arbor and the Respondent.

Authorized Signature

Title of Authorized Signature

Date

Printed Signature

Email Address for Award Notice

EXHIBIT C - LIVING WAGE REQUIREMENTS

<p style="text-align: center;">CITY OF ANN ARBOR LIVING WAGE ORDINANCE</p>

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 per hour

If the employer does NOT provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

Revised 3/2013

LW-1

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/Respondents and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/Respondent or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Questions about this form? Please contact: Procurement Office: 734/794-6500

**EXHIBIT D
INSTRUCTIONS FOR CONTRACTORS
FOR COMPLETING CONTRACT COMPLIANCE FORM**

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/Respondents/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/Respondents/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/Respondent submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/Respondent has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). **This data is provided to the City on the Human Rights Contract compliance forms (attached).**

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

- 2) If the company has only one location, fill out Form #1 only.

- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

- 5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
734/794-6500

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

ATTACHMENT A – SAMPLE CONTRACT

AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City"), and _____

(“Consultant”) a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20__.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means _____
Project name; File and Subfile No.

II. DURATION

This Agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ (type of service) services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed _____.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B, The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company’s Key Rating Guide of “A-“ Overall and a minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any

right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

FOR THE CITY OF ANN ARBOR

By _____
Type name

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Service Administrator Type Name

Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A

(negotiated scope of work based on accepted terms of Proposal)

EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

- A. The certificates of insurance shall meet the following minimum requirements.
 - 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 - 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 - 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A 2 and V.A.3 of this contract shall be considered primary as respects

any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.