

REQUEST FOR PROPOSAL

RFP # 24-12

Design Services for Pontiac Trail Roundabouts

City of Ann Arbor
Public Services Area / Engineering Unit



Due Date: March 21, 2024 3:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: BACKGROUND AN SCOPE OF SERVICES	10
SECTION III: MINIMUM INFORMATION REQUIRED	23
SECTION IV: ATTACHMENTS	28
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT	55

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking professional consulting services to design, permit, and prepare bid construction documents for the Roundabout at Pontiac Trail and Dhu Varren and Pontiac Trail and Moore. The ***Design Services for Pontiac Trail Roundabouts*** includes a new roadway section, sanitary sewer extension, water main replacement and stormwater system upgrades, including quantity and quality improvements, and the construction of new sidewalk.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before March 8, 2024 at 3:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Nicholas Bayley, Project Engineer- NBayley@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm 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 prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror'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.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the week of **April 1, 2024**. Offeror must be available of a 1 hour virtual interview during that week.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, March 21 2024 at 3:00 p.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 in a sealed envelope

- **one (1) original proposal**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent should submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs should be separate from the rest of the proposal.

Proposals submitted should be clearly marked: **“RFP No.24-12 – Design Services for Pontiac Roundabouts”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48104

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or 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.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the Contractor complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict.

Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror 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, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

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. PROPOSAL PROTEST

All protests must be in writing and filed with the Purchasing Agent within 5 business days of any notices of intent, including, but not exclusively, divisions on pre-qualification of bidders, shortlisting of bidders, or a notice of intent to award a contract. Only bidders who responded to the solicitation may file a bid protest. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	March 8, 2024, 3:00 p.m.
Addenda Published (if needed)	Week of March 11, 2024
Proposal Due Date	March 21, 2024, 3:00 p.m. (Local Time)
Consultant Interviews	Week of April 1, 2024
Expected City Council Authorizations	May/ June 2024

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

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. 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 a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

S. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis on hours of effort worked on the project during a billing period. The total fee to be paid to the Contractor shall be a not to exceed amount. Payment shall be made monthly, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. The Contractor shall be allowed to increase their hourly rates annually to account for cost of living. This shall be done annually on the date of the execution of the agreement. The percentage based on the Consumer Price Index for All Urban Consumers, City of Detroit (see <https://www.bls.gov/cpi/>). Note the total award amount does not change.

The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

SECTION II - BACKGROUND AND SCOPE OF WORK

BACKGROUND

1. Location and Setting

The project is located within the City of Ann Arbor, in Washtenaw County, Michigan. The City of Ann Arbor is located in eastern Washtenaw County and is bordered by Interstate Highway 94 (I-94), US Route 23 (US-23), and Michigan Route 14 (M-14) which are the major highways linking Ann Arbor to other Michigan cities.

Location #A:

The intersection of Dhu Varren Road, and Pontiac Trail is currently a two-way stop-controlled intersection, with the controls applied to Dhu Varren. In the project area, Pontiac Trail (running north and south) is a two-lane roadway with one travel lane in each direction and a bike lanes which extend through the intersection. Dhu Varren Road is paved to the east and is a two-lane roadway with one travel lane in each direction. Bike lanes start and stop east of the intersection but do not extend into the intersection. Dhu Varren Road to the west of Pontiac Trail is gravel with two way traffic.

On Pontiac Trail there is a sidewalk on the east side up to and just through the intersection of Dhu Varren. On Dhu Varren there is sidewalk along the south side of the road which stops one parcel to the east of the intersection and a shared use path (eight feet wide) run along the north side. There are no pedestrian facilities on Dhu Varren west of Pontiac Trail.

In the project area, the majority of parcels are used for residential purposes. On the northeast quadrant is Olson park a City Park and on the southeast quadrants of the intersection currently vacant, there is a proposed PUD with commercial and residential mixed uses. The northwest and southwest quadrants of the intersection are located in Ann Arbor Township and are both single family residential.

Location #B:

The intersection of Pontiac Trail, Moore Street and Longshore Drive, Pontiac Trail is a two-way roadway one lane in each direction north of Moore. Moore and Pontiac Trail south of Moore are one-way pairs. Moore is two lanes, the left lane either turning onto Pontiac Trail southbound or turning left to Longshore. The right lane on Moore WB flows unimpeded to NB Pontiac Trail. Longshore is a two-way roadway with one lane in each direction, with a stop-controlled intersection with Pontiac Trail. There is a bike lane on Moore which extends through the intersection to northbound Pontiac Trail. There are bike lanes on Pontiac Trail south of Moore.

On Pontiac Trail there is a sidewalk on both the east and west side north of Moore. Moore Street has sidewalk on both the north and south side between Broadway and

Pontiac trail. Pontiac trail south of Moore has a sidewalk long the eastside. Longshore has sidewalk along the north side.

2. Prior Studies

A study was conducted by OHM Advisors that identified expected operational problems at the intersection and possible improvements to address these issues. The principal recommendation of the study is to install a new roundabout at both of this locations, to improve the traffic operations, pedestrian and bicycle access and other factors affecting this area. A copy of this report is available for review on the lower town area mobility study website [AA Lower Town Area Mobility Study](#).

There are several other current and past planning and transportation documents that include the project area in their studies and recommendations.

This Project will require review of relevant elements from documents such as the [Ann Arbor Comprehensive Transportation Plan \(2021\)](#) as well as the City of Ann Arbor [2024-2029 AA Capital Improvements Plan](#) City of Ann Arbor Standard Specifications: [AA Standard Specifications](#)

The Ann Arbor City Council adopted the Green Streets Policy Statement consisting of stormwater guidelines for Public Street construction and reconstruction. All public street construction and reconstruction projects are to follow the following stormwater guidelines: [Green Streets Stormwater Guidelines](#)

3. Traffic and GIS Data

The AM and PM turning movement counts at the intersections of Pontiac Trail and Dhu Varren (TMC-4) and Pontiac Trail and Moore (TMC-9), as well as 24 hr. counts at Broadway and Maiden Lane (TMC-14) were collected for the City in 2019. Please reference Appendix B of the Lower Town Study. The information on baseline growth could be obtained from the Washtenaw Area Transportation Study (WATS). [2045 Long Range Plan WATS \(2019\)](#)

Projections of localized future traffic from several new developments listed below, can be obtained from each of their respective Traffic Impact Studies. Future traffic count projections must be agreed upon with the Public Services Area, Transportation Engineer.

- Northsky (eTrakit)
- Cottages at Barton Green (eTrakit)
- Bristol Ridge (eTrakit)
- Village of Ann Arbor (eTrakit)
- Northside Corners (Energov)

Available City GIS Layers:

- 1-foot contours (LiDAR Based)
- Wetlands
- Woodlands
- Aerial Photography
- City Utility Systems
- Parcels
- Historical Soil Boring Records

Please note that this information will only be made available to the chosen consultant and that signing a non-disclosure agreement will be required. The Consultant shall verify accuracy of any such data provided. For the purpose of preparing a response to this RFP, refer to documents in Attachment A, City maps containing limited version of the data is accessed at [Map Ann Arbor](#)

4. Objective

While the primary goal of the project is to improve the safe turning movements of the intersection, other important goals were identified. These include:

- Improving pedestrian, bicycle, and vehicular safety
- Extending sidewalk along Pontiac Trail at Dhu Varren on the west side of the road north up to Dhu Varren
- Coordinate plans with developer of the southeast quadrant of Pontiac Trail and Dhu Varren (Northside Corners) to complete the sidewalk gap along Dhu Varren on the south side of the road.
- Incorporate Water and Sanitary sewer improvements within the project limits.
- Creating a pedestrian-friendly environment, which includes the installation of pedestrian refuge islands that allow them to cross one direction of traffic at a time over a short distance when there is a gap in traffic
- Providing accessibility for the disabled in accordance with the applicable ADA requirements

We are seeking proposals from qualified, professional engineering, consulting firms to perform the necessary tasks to complete the design and preparation of plans and specifications in accordance with City of Ann Arbor standards to apply for CMAQ funding for the 2024 call for projects and prepare plans and specifications for competitively bid MDOT Local Agency Project for construction of the Pontiac Trail/Dhu Varren Roads roundabout for the 2027 construction season and Pontiac Trail/ Moore/ Longshore roundabouts for the 2028 construction season, as described below.

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request and the project schedule:

1. Review the study that was conducted by OHM Advisors, evaluate the findings, and recommend the best layout for the roundabout at Pontiac Trail/Dhu Varren and Pontiac Trail/Moore/Longshore Roads intersections.
2. Perform topographical surveying tasks as necessary for the preparation of civil engineering construction plans. The desired surveying services will include but not be limited to the gathering of topographical survey data for the project area and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans for all three phases and potentially future phases.
 - a) Data collection:
 - i. Topographic data for 1" = 20' scale plans.
 - ii. Digital copies of all files used to generate the topography data (i.e. breaklines, points and control files).
 - iii. All Right-of-Way (ROW) lines and monumentation to be located and shown.
 - iv. Location of all planimetric features within ROW, and 10' outside of the ROW
 - v. Minimum of 1 on-site benchmark for every 600' of utility shall be shown and described (minimum of 2 per project).
 - vi. All (public and private) utilities shall be located (overhead and underground).
 - Overhead information shall include:
 - location and type of utility
 - Underground information shall include:
 - type of structure
 - location and type of utility
 - size of structure
 - measured casting elevation
 - measured invert(s) elevation of pipe/top of pipe elevation
 - vii. All trees within the project area, are to be located and include trunk diameter at breast height (DBH) and canopy diameter. There will be no minimum tree size limits within the ROW, however, outside of the ROW only trees 6" DBH or greater need be located along with trees whose canopy may impact the project area.
 - viii. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates,

international feet).

- ix. Sufficient ground elevations for digital terrain model (DTM) generation for 1' contours, including around curb radii and through intersections. Curb ramps should have all 4 corners of the "level landing" and 10 adjacent flags of the walk transition located.
- x. Where there is the potential of utilities crossing the project area, obtain utility information outside the project limits (i.e. locate downstream/upstream sanitary manholes that tie into manholes within project area).

3. Collect and analyze Existing Traffic Counts

The Consultant shall obtain traffic counts covering average (UofM in session) AM and PM periods at each of the proposed RAB locations. There have been several changes in land use and changes in commuter habits since the last count in 2019. All cost associated with obtaining and summarizing the data shall be included in the proposal.

4. NEPA and SHPO application

Consultant shall prepare necessary documents required for the complete application of both a NEPA and SHPO in sufficient time as to not impact the progression of the project to obligation. Obtain sufficient photographic evidence of existing character of each project area.

5. CMAQ application

Consultant shall prepare supporting document required for the submission of a CMAQ application such as but not limited to: corresponding emission worksheet(s) for each project as a PDF attachment to be uploaded by staff to JobNet. Consultant will be expected to be experienced with the FHWA Emissions Calculator Toolkit for calculating benefits of proposed roundabouts.

6. Public Engagement

Develop and implement a communication strategy that meets the following objectives:

- Communicate complex issues in an easy-to-understand and relatable way
- Inform stakeholders and residents about the project's progress on the design and implementation process

City's communication expectations for this project. The consultant may also provide additional ideas in the proposal.

- 1) Kick-off meeting: Prior to any work on the above scope items, the consultant shall convene a communication's kick-off meeting to learn about the history of the project's engagement efforts, start developing appropriate messaging,

and determine the appropriate timeline, format, and distribution methods to inform the relevant groups impacted by this project.

- 2) Present project material: At a minimum the City expects the following:
 - i) Use community input collected in earlier studies as a consideration for developing improvements within the project area
 - ii) Develop regular public updates through a variety of channels
 - iii) Prepare for at least three presentations, for each location, during the design and implementation process. If it is believed that this project will require more than three presentations, please include a cost per additional meeting estimate in the budget. The consultant will deliver presentation content at in-person meetings/events and prepare a single-page flier or infographic to be distributed in coordination with the in-person events. The presentation should include the following content:
 - (1) The design and implementation processes
 - (2) Design options and associated impacts on community members
 - (3) A summary of community comments
 - (4) How the design process incorporates community comments, when it doesn't (and why not), and the rationale behind the selected option
 - (5) Community resources
- 3) Target audience: The residents most impacted by this project. Consider area demographics in selecting communication tools; this may include less reliance on virtual meetings as compared to leveraging existing community meetings/events to access a broader audience and translation of materials if deemed necessary. Consultant shall at a minimum work with the following pre-determined groups throughout the project:
 - i) A Working Group consisting of City of Ann Arbor staff, other public agencies, and the Consultant
 - ii) Presentations to various boards, commissions, and City Council on an as needed basis.
- 4) Consultants should work with the City's Communications Department and Community Engagement Specialist to consider all of the necessary channels to promote public informational sessions.
 - i) Consultant may utilize a third party communication vehicle at the discretion of the City. It is expected that the Consultant will provide the content for these channels and for the City to finalize and approve the final message.
- 5) Documentation: Document all outreach and engagement activities in a written, summary document that includes a FAQ.

7. Design Project Management

Schedule and chair design progress meetings at or near milestone dates in order to assure proper communication of project goals and objectives and to assure the timely completion of the project. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meeting.

8. Design Coordination

Coordinate all elements of the design with all affected parties, including, but not limited to; various City Departments, private utility companies, Ann Arbor Railroad, Ann Arbor Transportation Authority, and private party stake holders.

6. General Design Standards:

Incorporate the latest versions of: AASHTO Policy on Geometric Design of Streets; AASHTO Guide for the Development of Bicycle Facilities; ADA Accessibility Standards; City of Ann Arbor Code of Ordinances; City of Ann Arbor Public Services Department Standard Specifications 2024; MDOT Design Guide; and the 2020 MDOT Standard Specifications for Construction.

7. Intersection Enlargement Plans:

All roadway intersections shall be designed to include roadway centerline grades with corresponding longitudinal and transverse slopes; spot curb grades measured at the edge-of-metal with corresponding longitudinal slopes; spot pavement elevations along lane lines at 25' intervals and at other miscellaneous locations that are approved by the Engineer; spot pavement elevations at PC's and PT's of horizontal curves and at PVI, PVC, and PVT stations along vertical curves; spot elevations at both back and face of sidewalk and their corresponding longitudinal and transverse slopes; spot sidewalk elevations at all ramp areas. Elevations at the above referenced areas shall be shown on these plans in accordance with the City of Ann Arbor Standards and as approved by the Engineer.

The scale of these plans shall be 1"=10'.

8. Soil Erosion, Grading, Natural Features Protection Plans, and other Miscellaneous Plans:

These plans shall be prepared as required by the appropriate chapters of the City of Ann Arbor Code of Ordinances, and as approved by the Project Engineer and/or the appropriate City Departments.

9. Specifications

Establishment of all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and if MDOT Special Provisions will be required to the satisfactorily detail and describe the work. Preparation of written specifications meeting the requirements of the City, WCWRC and EGLE for all work which the Contractor has prepared plans. All construction plans and specifications shall be in English units. Final Plans shall be sealed by a professional engineer.

10. Engineers Opinion of Cost

Complete quantity take-offs and earthwork calculations of all items of work for which the Contractor is responsible (i.e. and "Engineer's Estimate").

This information shall be provided to the City in Excel spreadsheet format. Engineers Opinion of Cost shall be furnished at the flowing design levels for each of the roundabouts: 30% CMAQ application, 50% pre GI Submittal, 80% GI Submittal, 100% Final plans out for bid.

11. Moore Traffic Flow Conversion

The improvements along Moore include the conversion of the existing one-way outbound traffic flow to two-way traffic. Include design of necessary improvements on curb adjustment along Moore, intersection design and traffic signal design at the intersection of Broadway & Maiden/Moore. Signing, pavement marking and traffic signal adjustments are included in the design. Underground traffic signal construction items will be bid furnish and place while traffic signal materials for at- and above-grade will be furnish only. City Staff will be responsible for at- and above-grade traffic signal installations and signal timing changes.

12. Water Extensions and Replacements

Prepare Complete Design Plans for:

- a. 100 ft extension of a 10-inch the sanitary sewer collection system on Dhu Varren west of Pontiac Trail, to extend the gravity sanitary sewer collection system to the limits of construction necessary for the roundabout. Note the existing gravity system is approximately 27 ft deep.
- b. 150 ft extension of a 16-inch water main along Dhu Varren west of Pontiac Trail to extend the existing system, which consists of a tee at the 20-inch WM at approximately the CL of Pontiac Trail, to the limits of construction necessary for the roundabout.
- c. 1,050 ft extension of a 5 ft wide sidewalk along the west side of Pontiac Trail from the side lot of 2990 Montana Way to Dhu Varren, approximately 1,050 ft. West side pedestrians will cross at the south side of Dhu Varren. No Ped facilities will be extended to the NW quadrant for the roundabout.
- d. 250 ft 12-inch watermain replacement along Pontiac Trail (Moore to 100 ft north of the railroad crossing), 300 ft along Longshore (Pontiac Trail exiting 12-inch WM to the west side of Swift, 150 ft along Swift (north side of Longshore to 50 ft south of railroad tracks, tie-into 2023 Swift WM replacement limits). Design shall include phasing to ensure adequate flows are maintained in the remaining pressure district on either side of the rail road tracks.
- e. Obtain EGLE Permits for each construction years efforts and obtain Ann Arbor Railroad permit(s) for each of the 3 crossings.

13. Sanitary System Extension

Prepare Complete Design Plans for a 100 ft extension of a 10-inch the sanitary sewer collection system on Dhu Varren west of Pontiac Trail, to extend the gravity sanitary sewer collection system to the limits of construction necessary for the roundabout. Note the existing gravity system is approximately 27 ft deep.

Obtain EGLE permit for this expansion.

14. Storm Sewer Design

Prepare complete design plans for storm water collection system improvements meeting the green streets guidelines for storm water quantity and quality discharge resulting from the impervious area of the roundabouts improvements. All drainage systems shall be designed or evaluated to handle a 10-year design storm, and/or the “first flush” requirements of the Washtenaw County Drain Commission, In the case of Pontiac Trail and Dhu Varren extending a storm conveyance system, to the extents necessary, to outlet storm water in access of the infiltration, to the surface drainage course within Olson Park.

15. Temporary Traffic Control Plans

Prepare complete, detailed, and accurate temporary traffic control plans meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor to construct the project and provide for the detour of traffic with the assumption that a full closure of the intersections will be required for construction. Also, provisions shall be made so that continuous pedestrian and bicycle traffic throughout the project limits will be maintained to the same limits as exist currently through the duration of the projects.

16. Permanent Pavement Marking and Signs

Prepare permanent pavement marking and signage plans to ensure the safety of motorists, bicyclists, and pedestrians, plans are to be prepared by a Transportation Engineer.

17. Geotechnical investigation

The Consultant shall select a qualified Geotechnical Engineering Firm to perform a detailed, comprehensive soil investigation, the cost of which shall be included in the proposal. Soil borings shall be taken where specified by the Consultant, at frequencies necessary to insure an adequate representation of site soil conditions. The Consultant shall provide a detailed soil report, which includes the Resilient Modulus of Subgrade Reaction (M_r) for the proposed new lane areas.

Soil borings shall extend to a minimum depth of 10 feet, or in the case of Dhu Varren Sanitary extension a min. depth of 30 ft, or deeper where deemed necessary. Soil boring locations shall include at a minimum:

- 1 boring at each of the four corners of the intersection
- 1 boring at the proposed roundabout
- Borings spaced every 150 feet in the proposed areas of road improvement
- Borings along the proposed WM extension/replacement alignment

Soil boring information along with infiltration test results shall be incorporated into the design of the storm infiltration system.

All traffic control required to perform the soil borings and all related work shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards. The Consultant shall also be responsible for coordinating this work with the Miss Dig network a minimum of 72 hours in advance of any underground activities

18. Survey Documents for Land Acquisition and or Grading Easements

Investigate whether additional ROW would be required to perform the intersection improvement and if so, prepare all necessary survey documents, ie legal boundary description of severed and remaining parcels, and assist the City with the acquisition of required ROW. Legal Services will be provided by the City of Ann Arbor.

19. Additional items as deemed necessary by the Contractor

Any other items that the Contractor feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications.

**SCHEDULE
FOR
PONTIAC TRAIL at DHU VARREN AND PONTIAC TRAIL at MOORE
ROUNDBABOUTS, DESIGN SERVICES PROJECT**

<u>TASK</u>	<u>SUBMISSION DATE</u>
Receive Consultants Proposal	Mar 21, 2024 (3:00 p.m.)
Interviews with Selected Firms	Week of April 1, 2024
Final Selection Of Consultant	April 12, 2024
Anticipated City Council to Authorize Contract	May 20, 2024
Anticipated Professional Service Agreement Execution	May 28, 2024
Notice to Proceed	June 3, 2024
Submit Preliminary Plans and Opinion of Cost Estimate Both Roundabouts (approximately 30% complete)	TBP (To be Proposed)
City of Ann Arbor Review Completed (two weeks)	TBP
Field Collect Avg AM and PM traffic counts	October 2024
Preparation of CMAQ call for projects supporting materials, application to be prepared by City of Ann Arbor Staff	November 2024
Public Engagement #1, Pontiac/ Dhu Varren RAB	TBP
Submit Preliminary Plans Pontiac/ Dhu Varren (approximately 50% complete)	TBP
Submit NEPA and SHPO applications Pontiac/ Dhu Varren	Nov 2025
Submit Preliminary Plans, Specifications, and Cost Estimate Pontiac/ Dhu Varren (approximately 80% complete)	TBP
Public Engagement #1, Pontiac/ Moore RAB	TBP
Submittal of Plans to MDOT for Grade Inspection (GI) Meeting, Pontiac/Dhu Varren	June 2026
Submit Preliminary Plans Pontiac/ Moore	TBP

(approximately 50% complete)

Public Engagement #2, Pontiac/ Dhu Varren RAB	TBP
Submit Preliminary Plans to Ann Arbor Railroad Pontiac/ Moore	TBP
Submit NEPA and SHPO applications, Pontiac/ Moore	Nov 2026
Public Engagement #3, Pontiac/ Dhu Varren RAB	TBP
Submit Final Plans, Specifications, and Cost Estimate (100% complete) to MDOT, Pontiac/ Dhu Varren	TBP
Incorporate Final Comments, Prepare Contract Documents Pontiac/ Dhu Varren	TBP
Attend Pre-Proposal Meeting and incorporate any necessary addendum items, Pontiac/ Dhu Varren	TBP
Contract services end at point of bid opening, Pontiac/ Dhu Varren	Nov 2026
Public Engagement #2, Pontiac/ Moore RAB	TBP
Submit Preliminary Plans, Specifications, and Cost Estimate Pontiac/ Moore (approximately 80% complete)	TBP
Submittal of Plans to MDOT for Grade Inspection (GI) Meeting, Pontiac/ Moore	June 2027
Public Engagement #3, Pontiac/ Moore RAB	TBP
Submit Final Plans, Specifications, and Cost Estimate (100% complete) to MDOT, Pontiac/ Moore	TBP
Incorporate Final Comments, Prepare Contract Documents Pontiac/ Moore	TBP
Attend Pre-Proposal Meeting and incorporate any necessary addendum items, Pontiac/ Moore	TBP
Contract services end at point of bid opening, Pontiac/ Moore	Nov 2027

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged 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, including all subcontractors. Qualifications and capabilities of any subcontractors 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 that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy in regards to providing the requested services.

Offerors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

Fee schedules should 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 relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to: task, personnel hourly rate, time and materials.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that 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 offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above 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 reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the

offeror 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 official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Project Specific Attachments

Attachment B – Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

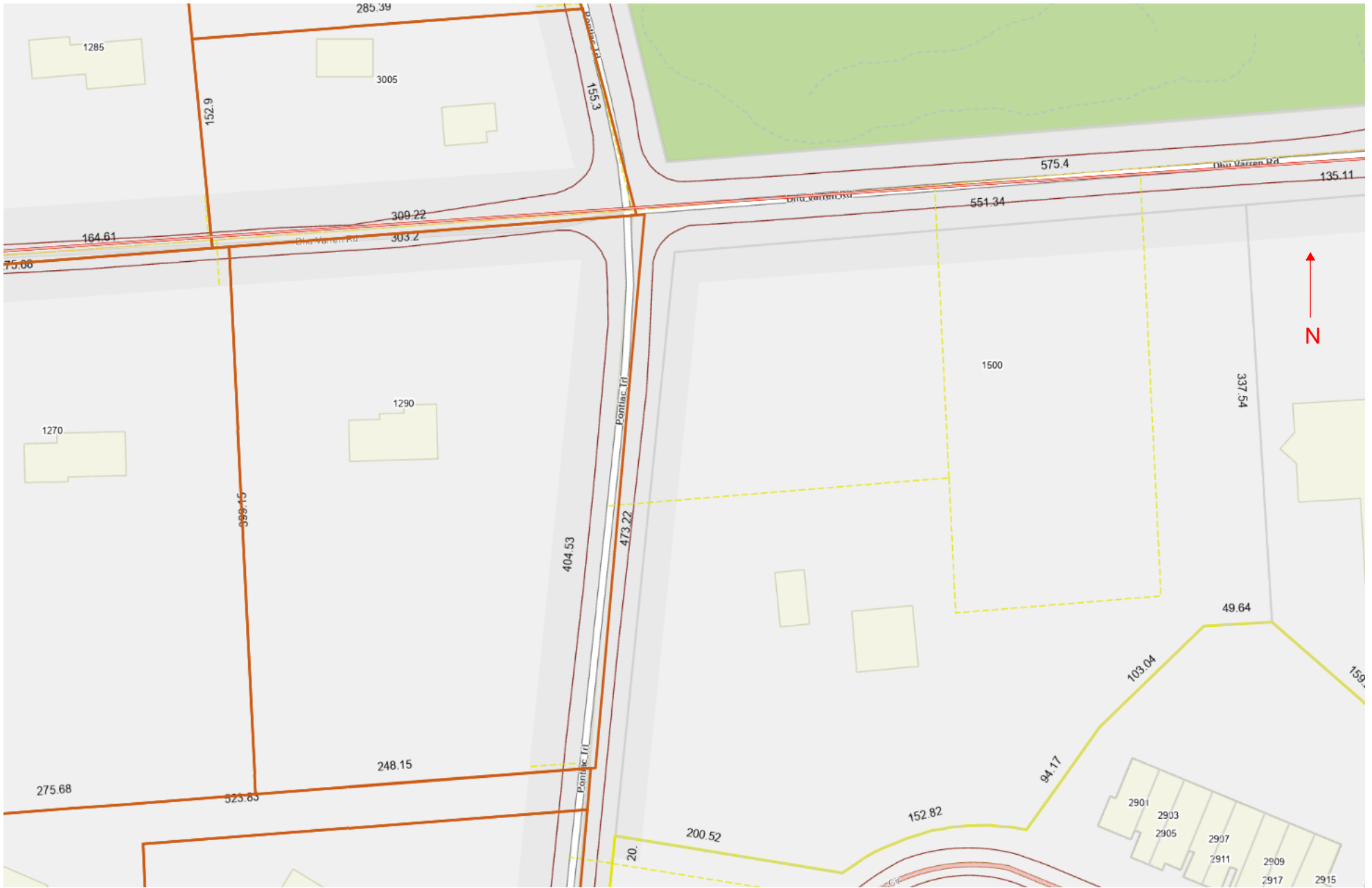


Conceptual Design

Dhu Warren Road / Pontiac Trail Roundabout

February 15, 2024

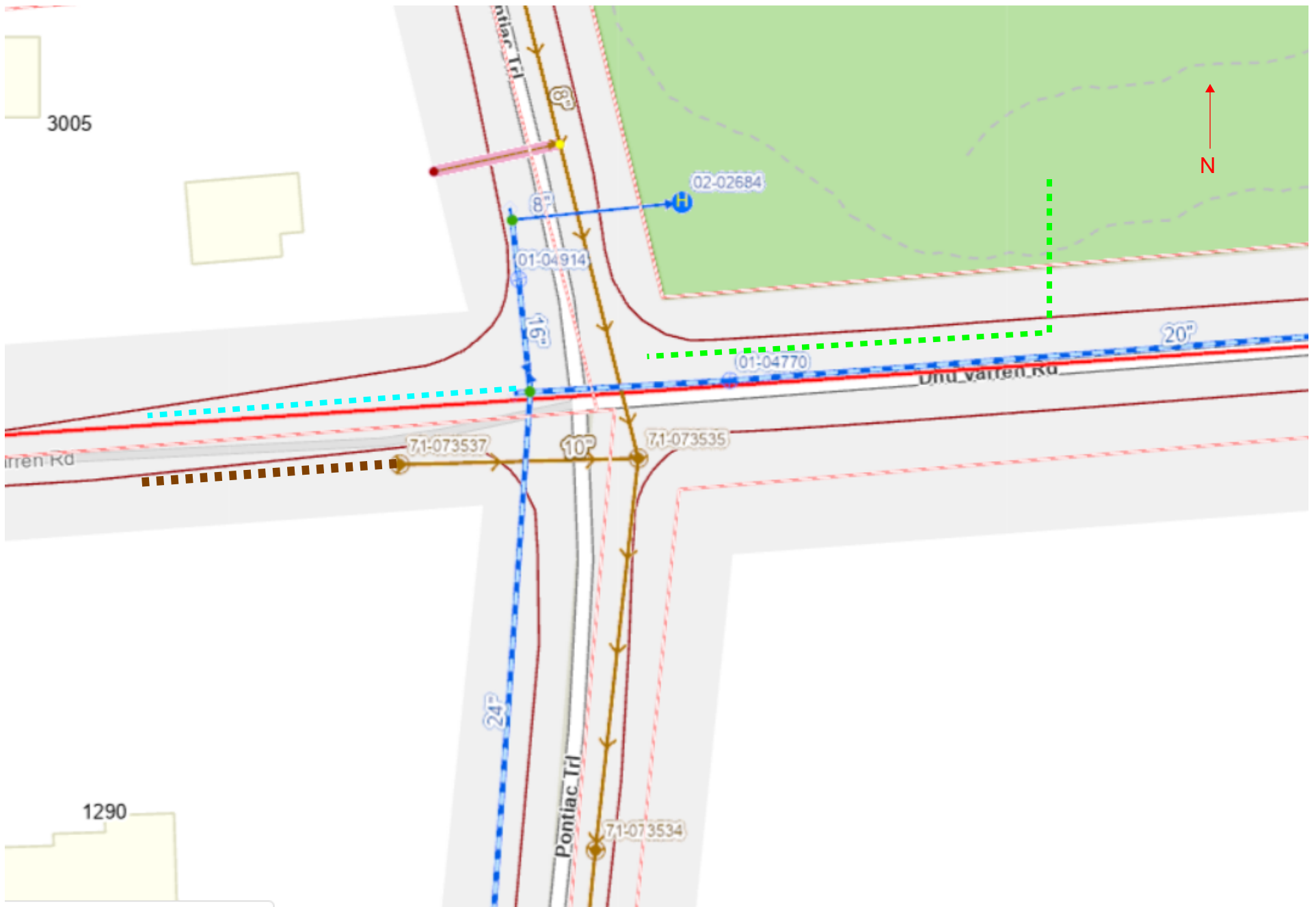




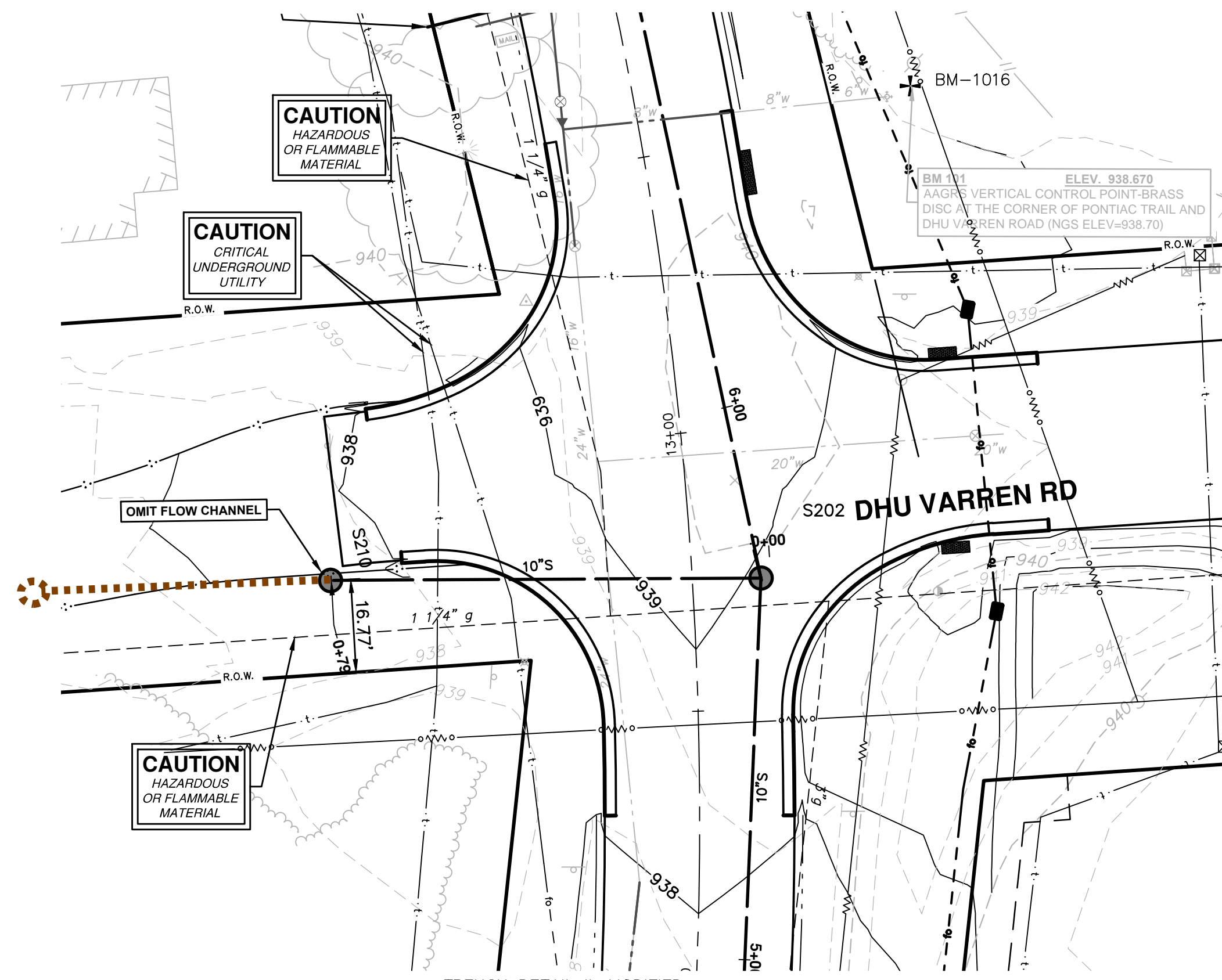
Existing Parcel Fabric Pontiac Trail Dhu Varren



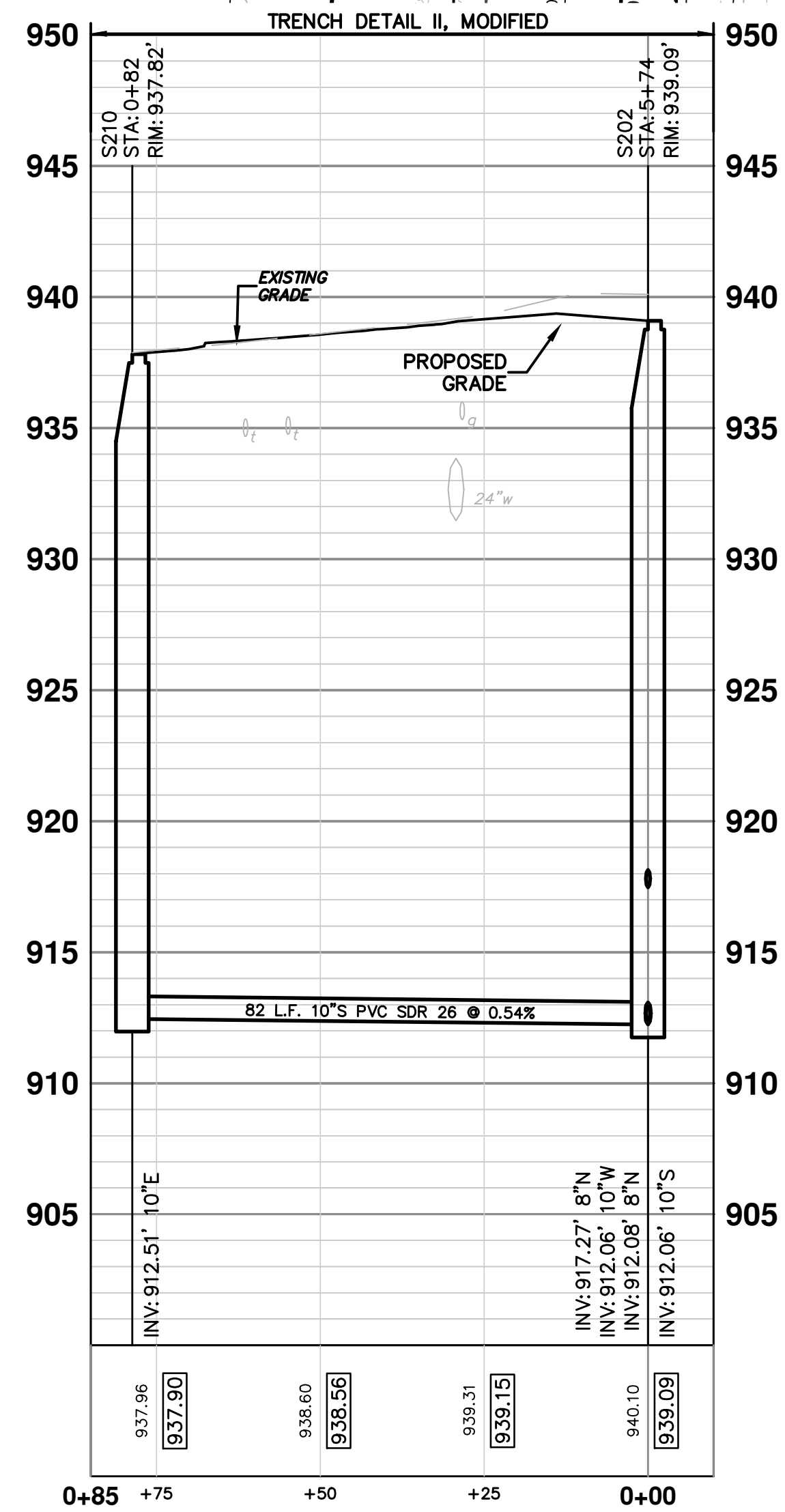
Existing Parcel Fabric Pontiac Trail, Related to Proposed sidewalk extension



Proposed Utility Extension Pontiac Trail Dhu Varren, 16-inch WM, 10-inch San, STM as needed



NOTE:
Data contained on this page
was drawn from City records.
No guarantee is made as to
its accuracy or completeness.



SANITARY SEWER STRUCTURE TABLE						
STRUCTURE	STATION	RIM	DEPTH	DIA.	TYPE	INVERTS
S210	0+82	937.82	25.31	48	MANHOLE	10" E 912.51
S202	5+74	939.09	27.03	48	DROP MANHOLE chg surf	8" N 917.27 10" W 912.06 8" N 912.08 10" S 912.06

AS-BUILT SANITARY DRAWING
MDEQ PERMIT No. 1007765
IN SERVICE DATE (MO/YR) 06/2015
CONTRACTOR EVERGREEN CIVIL LLC.

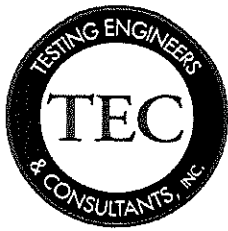
PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR
PONTIAC TRAIL IMPROVEMENTS
SANITARY SEWER PLAN AND PROFILE
S202 TO S210
STA 0+00 TO 0+79

SHEET No. 42 OF 104

SCALE PLAN: 1" = 20'
PROFILE: 1" = 5'

DRAWING No. 2012028-42

CITY OF ANN ARBOR
PUBLIC SERVICES
301 EAST HURON STREET
ANN ARBOR, MI 48106-8647
ANN ARBOR #1
ANN ARBOR #2
ANN ARBOR #3
ANN ARBOR #4
ANN ARBOR #5
ANN ARBOR #6
ANN ARBOR #7
ANN ARBOR #8
ANN ARBOR #9
ANN ARBOR #10
ANN ARBOR #11
ANN ARBOR #12
ANN ARBOR #13
ANN ARBOR #14
ANN ARBOR #15
ANN ARBOR #16
ANN ARBOR #17
ANN ARBOR #18
ANN ARBOR #19
ANN ARBOR #20
ANN ARBOR #21
ANN ARBOR #22
ANN ARBOR #23
ANN ARBOR #24
ANN ARBOR #25
ANN ARBOR #26
ANN ARBOR #27
ANN ARBOR #28
ANN ARBOR #29
ANN ARBOR #30
ANN ARBOR #31
ANN ARBOR #32
ANN ARBOR #33
ANN ARBOR #34
ANN ARBOR #35
ANN ARBOR #36
ANN ARBOR #37
ANN ARBOR #38
ANN ARBOR #39
ANN ARBOR #40
ANN ARBOR #41
ANN ARBOR #42
ANN ARBOR #43
ANN ARBOR #44
ANN ARBOR #45
ANN ARBOR #46
ANN ARBOR #47
ANN ARBOR #48
ANN ARBOR #49
ANN ARBOR #50
ANN ARBOR #51
ANN ARBOR #52
ANN ARBOR #53
ANN ARBOR #54
ANN ARBOR #55
ANN ARBOR #56
ANN ARBOR #57
ANN ARBOR #58
ANN ARBOR #59
ANN ARBOR #60
ANN ARBOR #61
ANN ARBOR #62
ANN ARBOR #63
ANN ARBOR #64
ANN ARBOR #65
ANN ARBOR #66
ANN ARBOR #67
ANN ARBOR #68
ANN ARBOR #69
ANN ARBOR #70
ANN ARBOR #71
ANN ARBOR #72
ANN ARBOR #73
ANN ARBOR #74
ANN ARBOR #75
ANN ARBOR #76
ANN ARBOR #77
ANN ARBOR #78
ANN ARBOR #79
ANN ARBOR #80
ANN ARBOR #81
ANN ARBOR #82
ANN ARBOR #83
ANN ARBOR #84
ANN ARBOR #85
ANN ARBOR #86
ANN ARBOR #87
ANN ARBOR #88
ANN ARBOR #89
ANN ARBOR #90
ANN ARBOR #91
ANN ARBOR #92
ANN ARBOR #93
ANN ARBOR #94
ANN ARBOR #95
ANN ARBOR #96
ANN ARBOR #97
ANN ARBOR #98
ANN ARBOR #99
ANN ARBOR #100



Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
 (248) 588-6200 or (313) T-E-S-T-I-N-G
 Fax (248) 588-6232

Boring No.: PT2 Pontiac Trail	Job No.: 51989	Project: Miscellaneous Geotechnical Services, Bundle One
Client: City of Ann Arbor		
Type of Rig: Truck		Location: Ann Arbor, Michigan
Drilling Method: Solid Stem Augers		Drilled By: I. Mickle
Ground Surface Elevation:		Started: 12/21/2011
		Completed: 12/21/2011

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.38	ASPHALT (4 1/2")			
2.5	LS	10 13 10		Medium Compact Moist Brown Gravelly Well Graded Sand With Some Clayey Seams-FILL	5.5	93	
5.0	LS	4 9/5"	5	Bottom of Borehole at 5'	5.7	97	
12.5	<p style="color: red;">Soil Boring Location Per AA GIS</p>						

"N" - Standard Penetration Resistance
 SS - 2" J.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H₂O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push

Water Encountered: None
At Completion: None
Boring No. PT2 Pontiac Trail



CTI and Associates Inc

BORING NUMBER: Pontiac Trail B-6

PAGE 1 OF 1

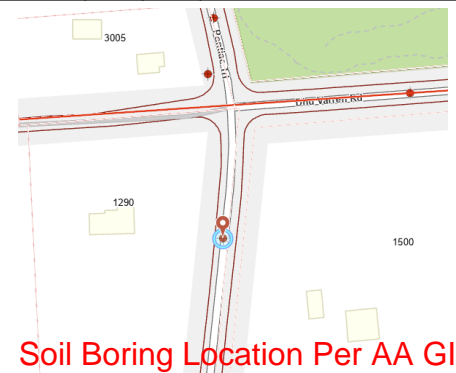
CLIENT City of Ann Arbor
PROJECT NUMBER 3122040060-2
DATE STARTED 11/29/12 **COMPLETED** 11/29/12
DRILLING CONTRACTOR Stearns Drilling
DRILLING METHOD 4-1/4 inch Hollow Stem Auger
LOGGED BY G. Geerlings **CHECKED BY** T. Marsik
NOTES Boring backfilled with auger cuttings.

PROJECT NAME Miscellaneous Geotechnical Services
PROJECT LOCATION Ann Arbor, Michigan
GROUND ELEVATION N/A
GROUND WATER LEVELS:
DURING DRILLING None
AFTER DRILLING None
COLLAPSE DEPTH 17'

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf) UNC. STRENGTH (psf)	NATURAL MOISTURE CONTENT (%)	▲ SPT N VALUE ▲		
								20	40	60
0		6 inches of brown moist silty fine to medium SAND with gravel - (FILL)								
		Brown moist loose fine to coarse SAND with some gravel and silt - (SP-SM)	SS 1	78	6-5-4 (9)					
		Brown moist loose fine to coarse SAND with some gravel and clay - (SP-SC)	SS 2	56	3-4-4 (8)					
5		Brown moist loose fine SAND with some silt and trace of gravel - (SP-SM)	SS 3	89	3-4-5 (9)					
			SS 4	78	3-3-4 (7)					
10										
		Brown moist medium dense fine to medium SAND with silt and some gravel - (SM)	SS 5	89	4-8-9 (17)					
15										
		Brown moist medium dense fine to medium SAND with some gravel, trace of silt and occasional cobbles - (SP)	SS 6	67	6-7-10 (17)					
20										
			SS 7	56	9-11-9 (20)					
25										

Bottom of borehole at 25.0 feet.

Boring performed 1' east of east edge of road, 65' south of address 2600 driveway



Soil Boring Location Per AA GIS



CTI and Associates Inc

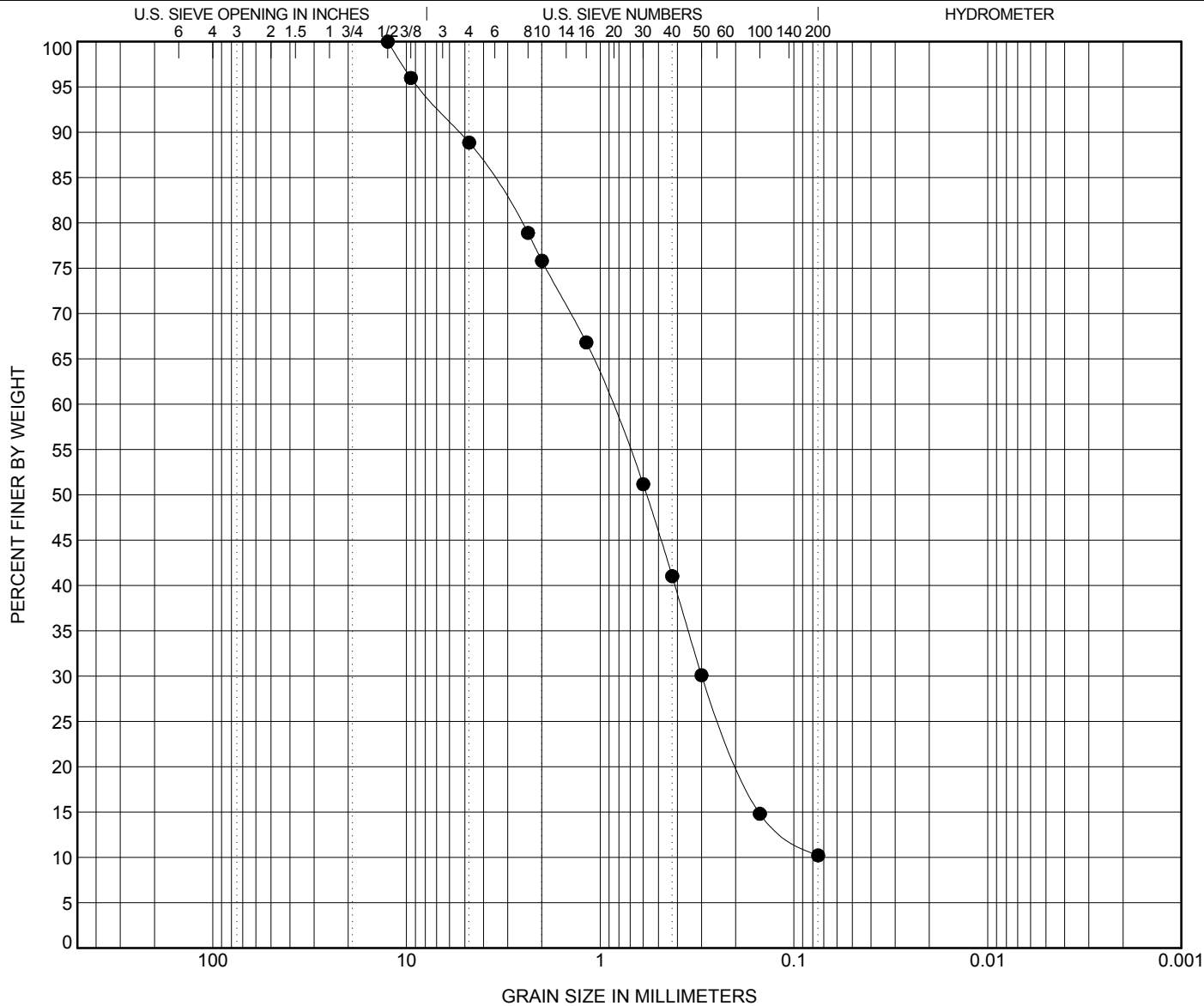
GRAIN SIZE DISTRIBUTION

CLIENT City of Ann Arbor

PROJECT NAME Miscellaneous Geotechnical Services

PROJECT NUMBER 3122040060-2

PROJECT LOCATION Ann Arbor, Michigan



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Sample Number	Classification					LL	PL	PI	Cc	Cu
● Pontiac Trail B-6 (1' - 3')	Brown fine to coarse SAND with some gravel and silt - (SP-SM)								1.40	12.11
Sample Number	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
● Pontiac Trail B-6 (1' - 3')	12.5	0.879	0.299		11.1	78.7		10.2		

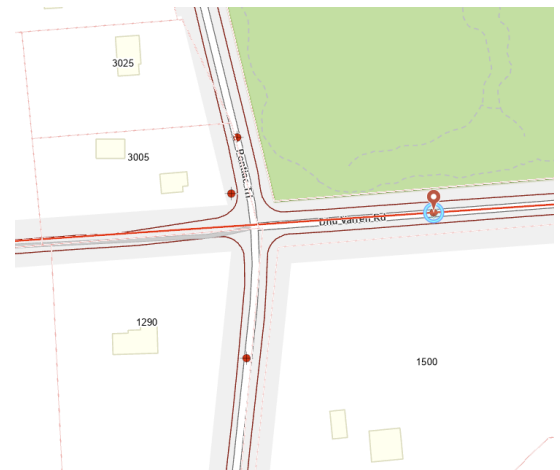


CLIENT City of Ann Arbor **PROJECT NAME** 2015 Miscellaneous Geotechnical Investigation
PROJECT NUMBER 3162040006 **PROJECT LOCATION** Ann Arbor, MI
DATE STARTED 3/28/16 **COMPLETED** 3/28/16 **GROUND ELEVATION** N/A
DRILLING CONTRACTOR Brax Drilling **GROUND WATER LEVELS:**
DRILLING METHOD 4-inch Solid Stem Auger **DURING DRILLING** None
LOGGED BY M. Kabalan **CHECKED BY** K. Foye **AFTER DRILLING** None
NOTES Borehole filled with auger cuttings, surface patched with cold patch **COLLAPSE DEPTH** None

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf) UNC. STRENGTH (psf)	NATURAL MOISTURE CONTENT (%)	▲ SPT N VALUE ▲						
								15	30	45	60			
0.0		4.5 inches of ASPHALT pavement												
		6 inches of SAND and GRAVEL base												
2.5		SANDY CLAY (CL) - brown, some gravel, very stiff, moist	SS 1	100	8-4-5 (9)	2.25	14							
5.0		SAND (SP) - brown, fine to medium, some gravel, trace clay, medium dense, moist	SS 2	100	6-7-7 (14)									

Bottom of borehole at 5.0 feet.

Soil Boring Location per AA GIS



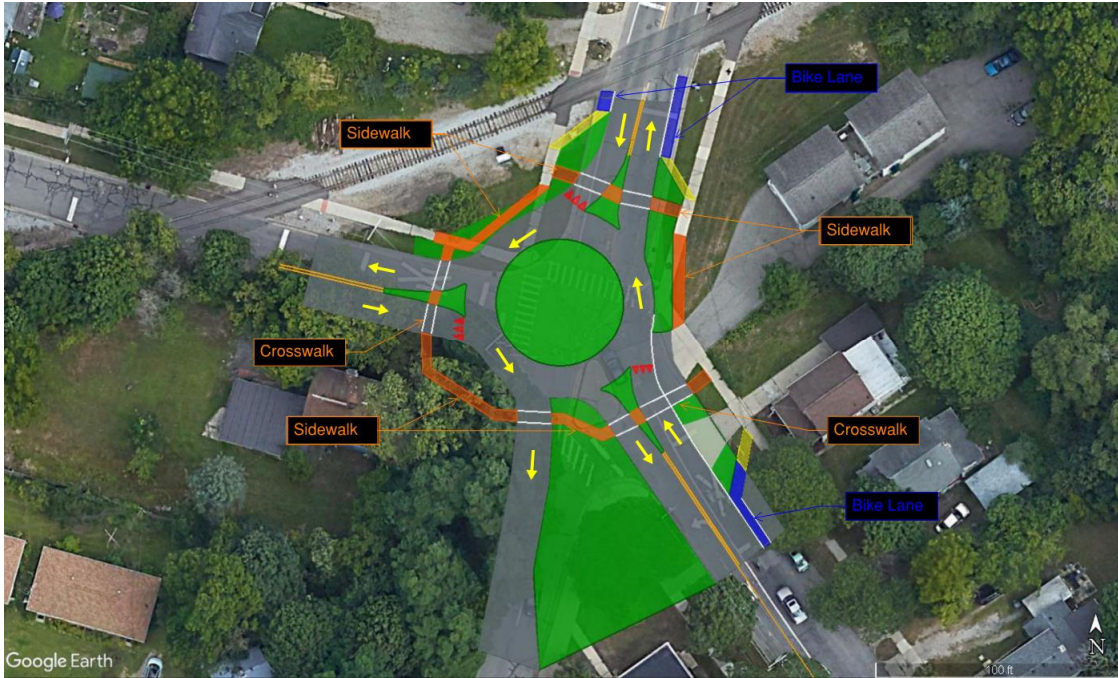


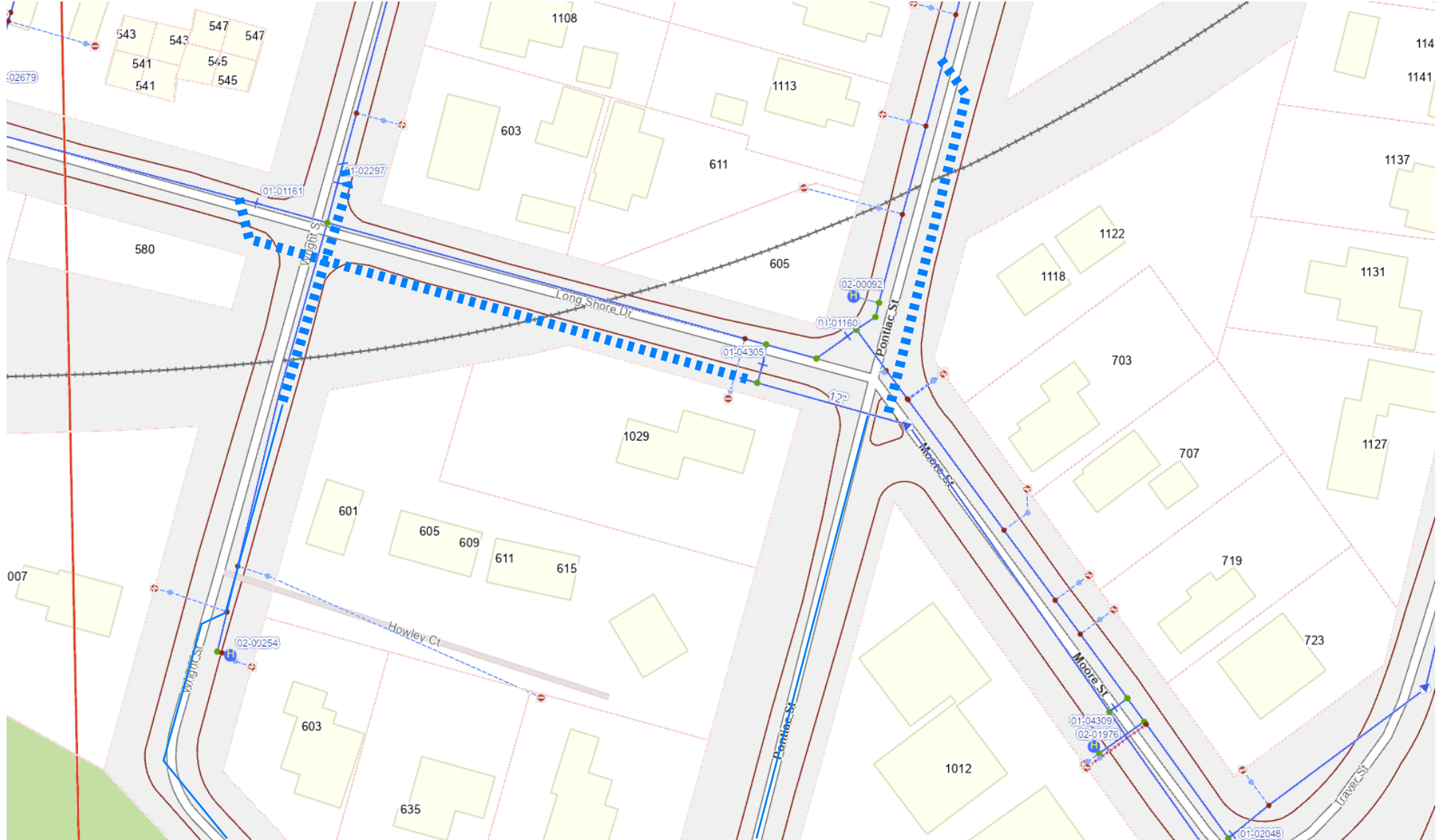
Figure 20: Option D – Same as Option C but facilitating two-way movements on Moore St. Reconfigure intersection as one-lane roundabout. Maintains access for all existing movements. Would eliminate the intersection beacons. Depicted is a roundabout with about 90’ outside diameter.

Operational Analysis

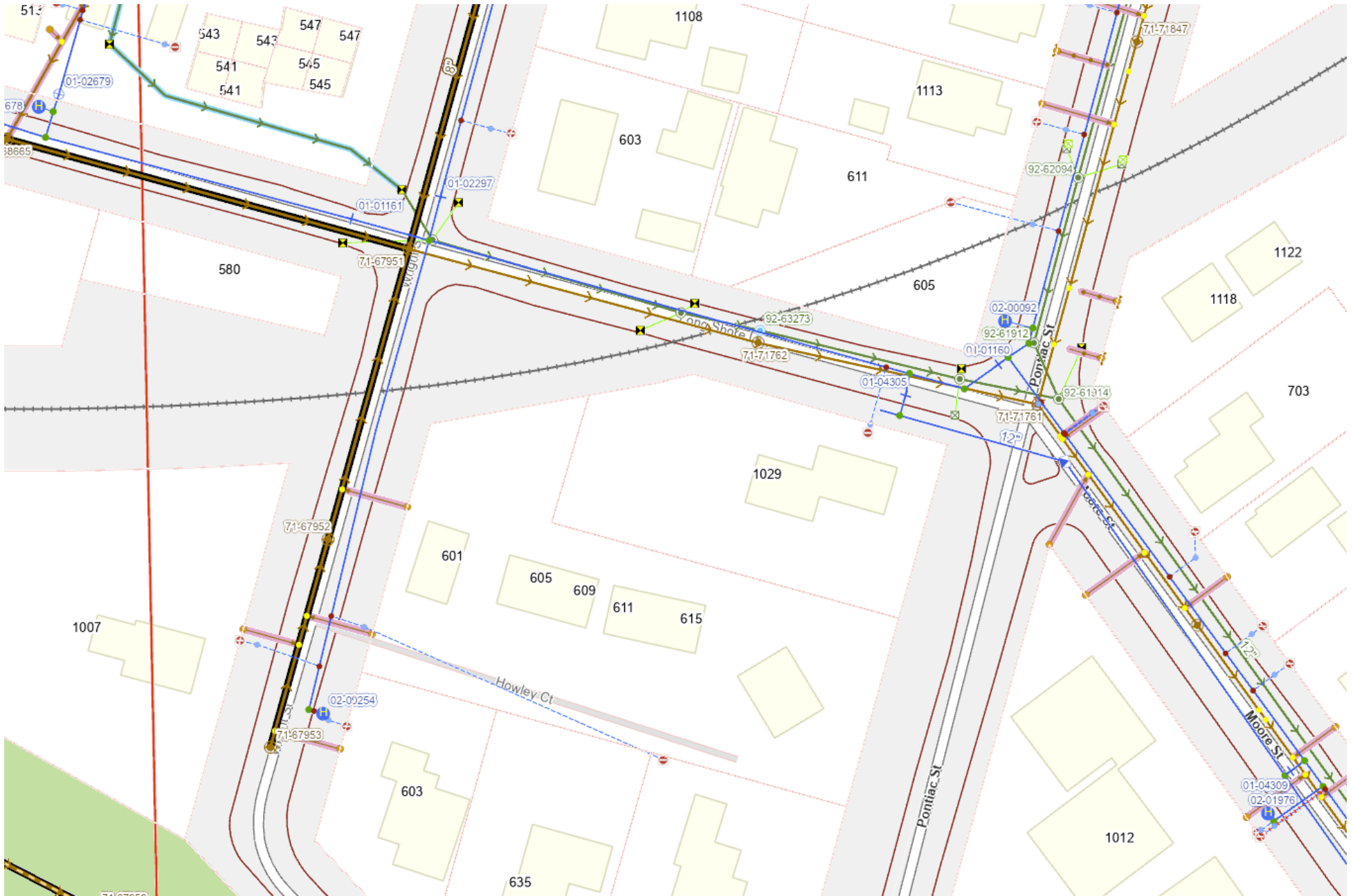
Options involving primarily pavement marking improvements or the addition of new islands to better channelize vehicles are expected to have minimal impacts on the operations of the intersection. While adding islands, one of the options eliminated the direct left movement from Moore to Longshore, which would then divert traffic further north along Pontiac to other E/W routes. A more substantial improvement to the intersection involves reconfiguring the intersection to a single lane compact roundabout. An analysis was performed for a single lane compact roundabout, both with and without the conversion of Moore to 2-way traffic, at this location.

TABLE 8: Moore at Pontiac at Longshore Roundabout (Option C) Analysis

	2019 LOS		2040 LOS	
	AM Peak	PM Peak	AM Peak	PM Peak
Pontiac Trail SB	B	A	D	A
Longshore EB	A	A	A	A
Moore WB	A	B	A	C
Overall	B	A	C	C



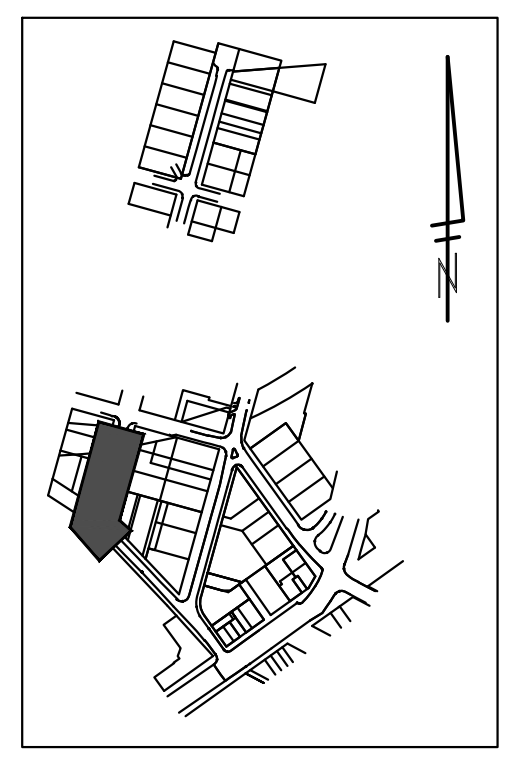
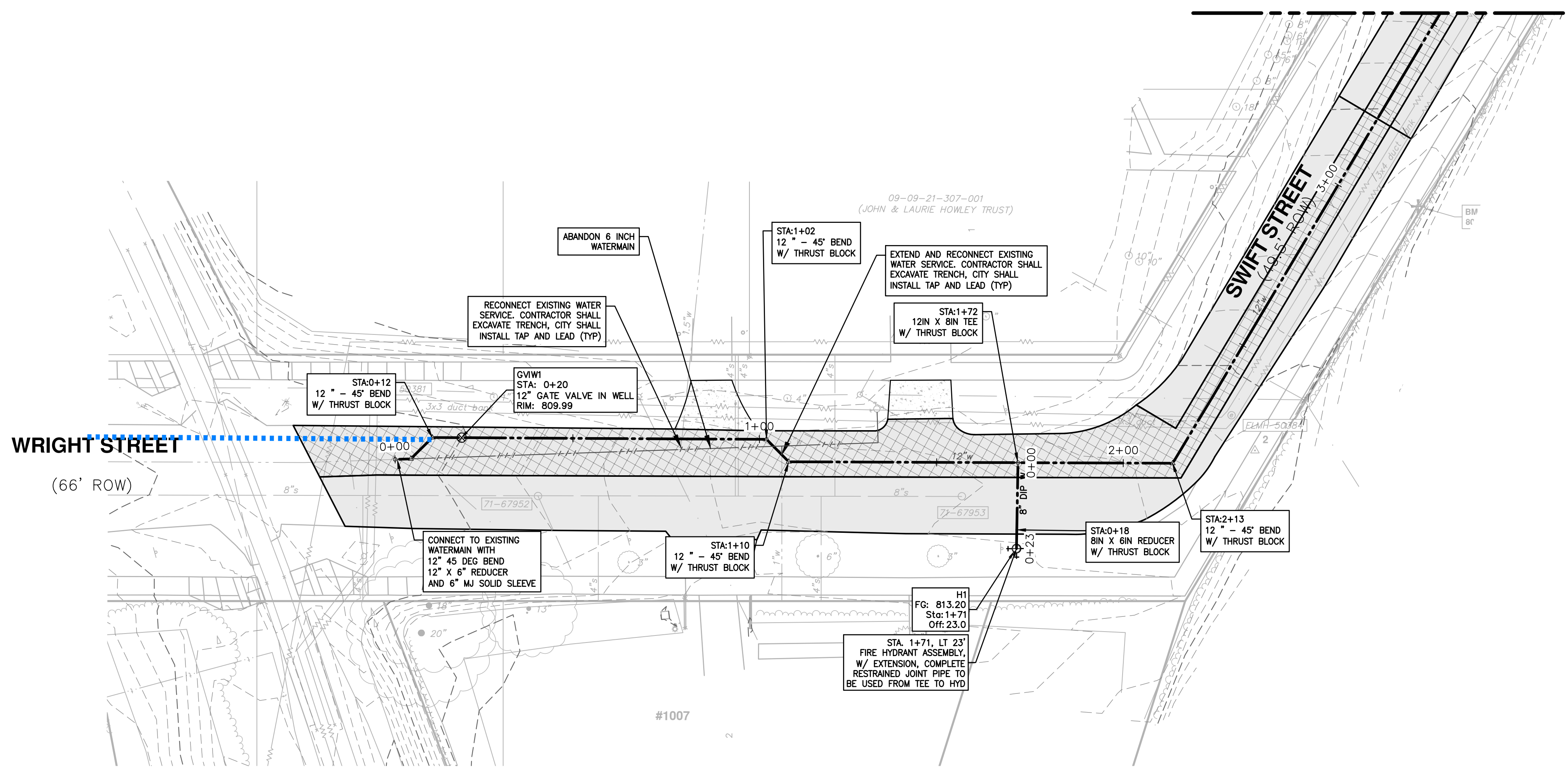
Proposed 12-inch WM Replacement Concept Limits, Pontiac Trail, Longshore, Wright, Includes 3ea AA Railroad crossings



Existing Public Utilities in the vicinity, Pontiac Trail, Moore, Longshore, Wright

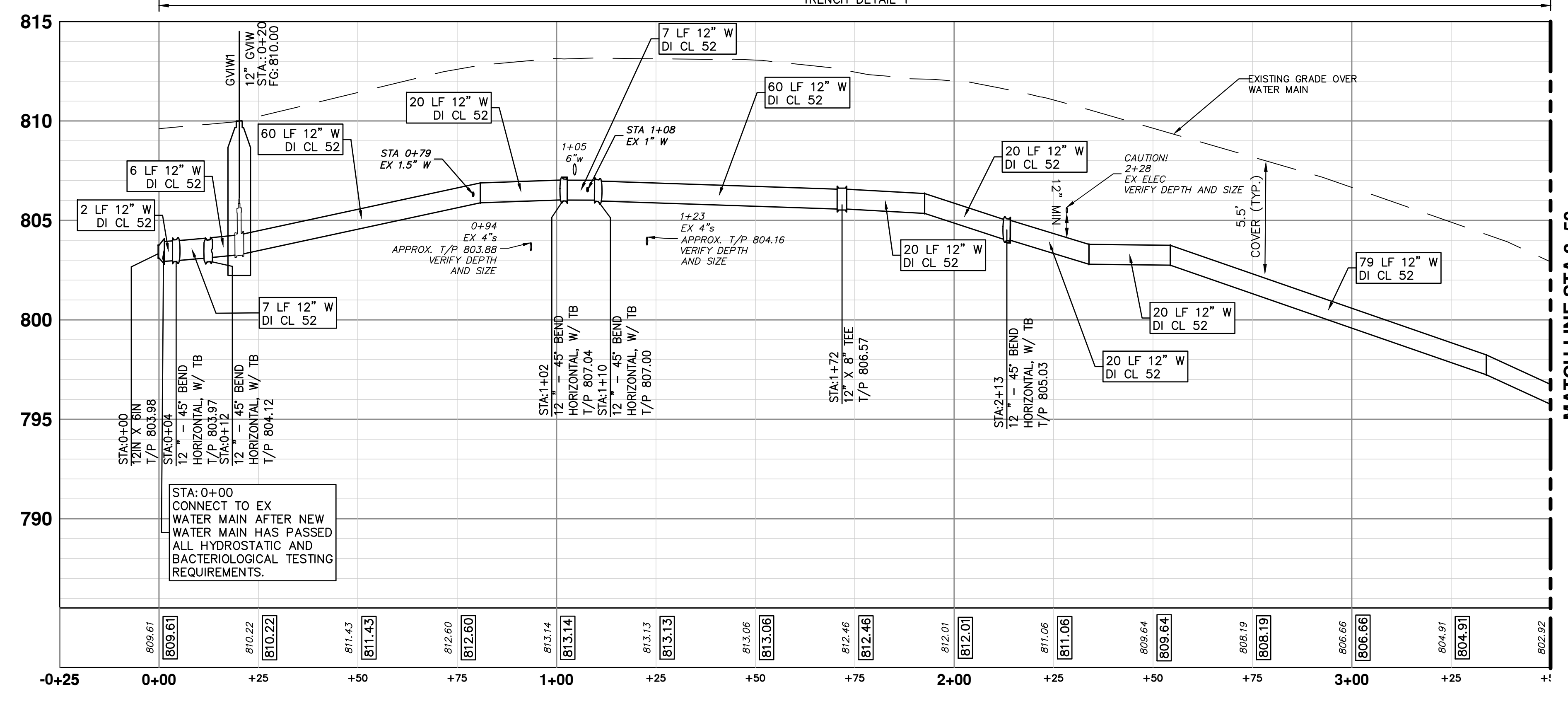
C:\pwork\mianogon\1253461\CMM-PLTS-WM-Swift.dwg Dwg Created: 27-Mar-23 - _s2 standard bw.stb - Plot Date: 28-Mar-23

MATCH LINE STA 3+50
SEE SHEET 26



- NOTES**
- TWO WEEKS PRIOR TO THE START OF CONSTRUCTION ON WRIGHT ST THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION ON WRIGHT STREET AT THE CONNECTION POINT OR AS DIRECTED BY THE ENGINEER TO VERIFY THE LOCATION OF THE EXISTING WATERMAIN. ALL COSTS ASSOCIATED WITH THIS WORK SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE ITEM OF WORK - EXPLORATORY EXCAVATION (0-10; DEEP)(TRENCH DETAIL 1)
 - WHERE EXISTING WATER MAIN IS EXPOSED FOR A CONNECTION OR APPURTENANCE INSTALLATION, THE CONTRACTOR SHALL INSTALL ONE SACRIFICIAL ANODE ON THE EXISTING PIPE. IF THE FITTING IS INSTALLED IN-LINE WITH THE EXISTING MAIN, SUCH AS AT A CUT-IN TEE OR VALVE INSERTION, ONE ANODE SHALL BE INSTALLED ON THE EXISTING PIPE TO EACH SIDE OF THE NEW FITTING. EACH ANODE INSTALLED ON EXISTING WATER MAIN WILL BE PAID FOR AS "SACRIFICIAL ANODE, XX LB"
 - THE DEPTH AND SIZE OF ELECTRICAL, TELEPHONE AND FIBER OPTIC CONDUITS/DUCTS AND THE DEPTH OF GAS MAINS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY, SUPPORT AND PROTECT DURING CONSTRUCTION AND ADJUST WATER MAIN WHERE NECESSARY TO MAINTAIN 12-INCHES VERTICAL CLEARANCE FROM ALL UTILITIES (EXCEPT SANITARY AND STORM SEWER WHERE 18-INCHES IS REQUIRED). THIS WORK IS PAID FOR UNDER GENERAL CONDITIONS, MAX.

12" DI CL 52 W/ POLYETHYLENE WRAP
TRENCH DETAIL 1



MATCH LINE STA 3+50
SEE SHEET 26

WATER MAIN STRUCTURE TABLE

STRUCTURE	TYPE	STATION	RIM	WELL DEPTH
GVIW1	12" GVIW	0+20	809.99	7.52

WATER MAIN STRUCTURE TABLE

STRUCTURE	TYPE	STATION	FG	T/P
H1	HYD	???	813.20	5.50

Existing Water Service

Address	Station	Size (in)
1007	1+08	1.00
601	0+79	1.50

811
Know what's below. Call before you dig.

CITY OF ANN ARBOR - PUBLIC SERVICES - ENGINEERING
PONTIAC, SWIFT, MOORE, & WRIGHT
INFRASTRUCTURE IMPROVEMENTS
PROPOSED WATER MAIN PLAN AND PROFILE SWIFT ST STA 0+00 TO 3+50

CITY OF ANN ARBOR
PUBLIC SERVICES
301 EAST HURON STREET
P.O. BOX 864707
ANN ARBOR MI 48106-4707
www.a2gov.org

SCALE PLAN: #####
DRAWING NO.: 2022-035-25
SHEET NO.: 25 OF 52

REV.	DESCRIPTION	DATE	DRAWN	CHECKED



CLIENT City of Ann Arbor
PROJECT NUMBER 3122040060-1
DATE STARTED 10/4/12 **COMPLETED** 10/4/12
DRILLING CONTRACTOR Stearns Drilling
DRILLING METHOD 2-1/4 inch HSA
LOGGED BY G. Geerlings **CHECKED BY** T. Marsik
NOTES Boring backfilled with auger cuttings and patched.

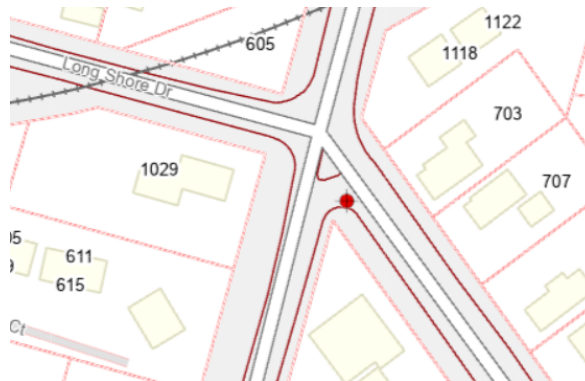
PROJECT NAME 2012 Ann Arbor Misc. Geotechnical Services - North Area Borings
PROJECT LOCATION Ann Arbor, Michigan
GROUND ELEVATION N/A
GROUND WATER LEVELS:
DURING DRILLING None
AFTER DRILLING None
COLLAPSE DEPTH 3' 6"

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf) UNC. STRENGTH (psf)	NATURAL MOISTURE CONTENT (%)	▲ SPT N VALUE ▲						
								20	40	60	80			
0.0		10 inches of ASPHALT PAVEMENT												
2.5		Brown very moist fine to medium SAND with silt, traces of gravel and clay and occasional pieces of brick - (FILL)	GB	100										
5.0		Brown moist loose fine to medium SAND with some gravel and trace of silt - (SP)	SS 1	89	10-8-5 (13)									
			SS 2	89	3-2-2 (4)									

Bottom of borehole at 5.0 feet.

Boring performed 2-1/2' north of curb, 7' east of Pontiac Trail

Soil Boring Location Per AA GIS



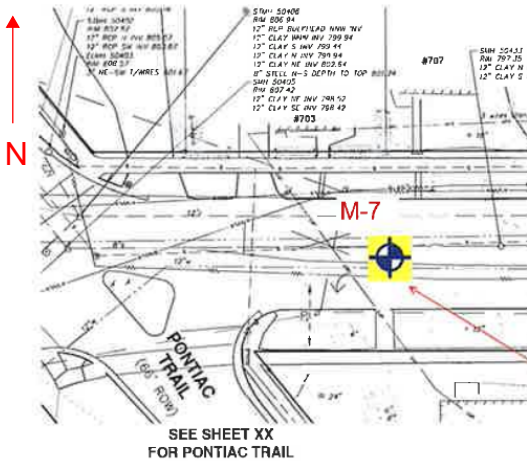


Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
 (248) 588-6200 or (313) T-E-S-T-I-N-G
 Fax (248) 588-6232

Boring No.: M-7	Job No.: 63228	Project: Watermain Resurfacing Project
Client: City of Ann Arbor		Location: Ann Arbor, Michigan
Type of Rig: Truck		Drilled By: I. Mickle
Drilling Method: Solid Stem Augers		Started: 2/12/2023
Ground Surface Elevation:		Completed: 2/12/2023

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
0.29							
1.3	LS	11		ASPHALT (3 1/2")	6.6	137	
2.5		15		Moist Brown Gravelly Well Graded Sand With Some Silt-FILL			
3		15					
5.0	LS	3		Compact Moist Brown SAND With Trace Of Gravel	16.1	134	410
5.0		2					
5.0		2		Loose Moist Brown Clayey SAND With Trace Of Gravel			
5.0				Bottom of Boring at 5'			
7.5							
10.0							
12.5							
15.0							
17.5							
20.0							
22.5							



"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample

w - H2O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: None
At Completion: None
Boring No. M-7



Testing Engineers and Consultants, Inc.

1343 Rochester Road PO Box 249 Troy, Michigan 48099-0249
 248-588-6200 or 313 T-E-S-T-I-N-G
 Fax 248-588-6232

SIEVE ANALYSIS RESULTS

PROJECT: Water Main Resurfacing Project
 Moore Street
LOCATION: Ann Arbor, Michigan
CLIENT: City of Ann Arbor

TEC REPORT NUMBER: 63228

DATE: 2/21/2023

Material Description: Brown Gravelly Well Graded Sand
 With Some Silt

Date Sampled: 2/12/23

Sample Source / Depth: M-7 3.5"-1.3'

Sampled By: I. Mickle

Sample Location:

TEC Lab Sample Number: 1763

Intended Use:

Remarks:

AGGREGATE ANALYSIS					SAMPLE DATA	
Sieve No.	Total Weight Retained	Total Percent Retained	Total Percent Passing	Specification Range		
3"					Initial Sample Weight (g)	671.5
2-1/2"					Weight After Wash (g)	552.8
1-1/2"					Loss in Weight (g)	118.7
1"					Loss by Wash (%)	17.7%
3/4"		0.0	100.0			
1/2"	67.8	10.1	89.9			
3/8"	105.7	15.7	84.3			
#4	219.8	32.7	67.3			
#10	306.2	45.6	54.4			
#20	372.5	55.5	44.5			
#30	398.4	59.3	40.7			
#40	426.2	63.5	36.5		Tested By:	J. Johnson
#100	510.5	76.0	24.0		Reviewed By:	G. Putt
#200	552.8	82.3	17.7			
Total Sample	671.5	100.0	0.0			
Test Method:	ASTM C117/C136	X	AASHTO T11/T27		MTM 108/109	

Remarks:

Respectfully Submitted:
 Testing Engineers and Consultants, Inc.

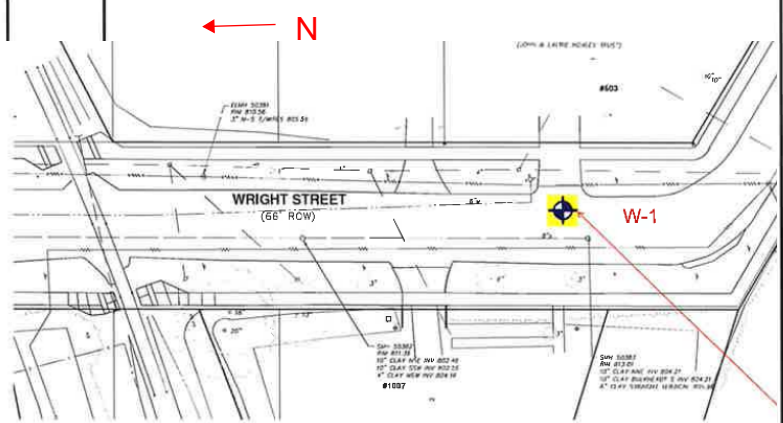


Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
 (248) 588-6200 or (313) T-E-S-T-I-N-G
 Fax (248) 588-6232

Boring No.: W-1	Job No.: 63228	Project: Watermain Resurfacing Project
Client: City of Ann Arbor		Location: Ann Arbor, Michigan
Type of Rig: Truck		Drilled By: I. Mickle
Drilling Method: Solid Stem Augers		Started: 2/12/2023
Ground Surface Elevation:		Completed: 2/12/2023

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
0.27			1	ASPHALT (3 1/4")			
1.0	LS	4			14.8	133	
2.5		4					
		7	3	Moist Brown Gravelly Well Graded Sand With Some Clay-FILL			
5.0	LS	5			14.8	133	
		8					
		12	5.5	Medium Compact Moist Brown Clayey SAND With Trace Of Gravel			
7.5	LS	11			5.9	146	
		31/6"		Dense Moist Brown SAND With Some Gravel, Pebble & Gravel Seams			
10.0	LS	21/2"	10	Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							



"N" - Standard Penetration Resistance
 SS - 2" I.D. Split Spoon Sample
 LS - Sectional Liner Sample
 ST - Shelby Tube Sample
 AS - Auger Sample
 w - H2O, % of dry weight
 d - Bulk Density, pcf
 qu - Unconfined Compression, psf
 DP - Direct Push
 RC - Rock Core

Water Encountered: None
At Completion: None
Boring No. W-1

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT D
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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$15.90/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall 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, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 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
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A - SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] _____, [TBD], [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means [TBD].

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

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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 compensation 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 quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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
 - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. **WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor 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, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise

of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

[TBD]
ATTN: [TBD]
[TBD]
[TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor
ATTN: [TBD]
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor 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 Contractor 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 Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor 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 in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted

successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

SAMPLE

[TBD]

CITY OF ANN ARBOR

By: _____

By: _____

Name: _____

Name: Milton Dohoney Jr.

Title: _____

Title: City Administrator

Date: _____

Date: _____

Approved as to substance:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____



EXHIBIT A
Scope of Services

EXHIBIT B
Compensation