

# REQUEST FOR PROPOSAL

**RFP # 955**

**Nixon / Green / Dhu Varren Roads Intersection Improvement  
Project  
and  
Nixon Road Corridor Traffic Study**

**City of Ann Arbor  
Project Management**



**Due Date: Thursday, December 3, by 2:00 p.m.**

Issued By:

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

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## **SECTION 1- GENERAL INFORMATION**

### **A. OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to select a Consultant to design improvements for the Nixon/Green/Dhu Varren Roads Intersection and to perform a Nixon Road Corridor Traffic Study.

### **B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL**

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 Thursday, November 19, 2015, at 3:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Igor Koltyar, P.E. at [ikotlyar@a2gov.org](mailto:ikotlyar@a2gov.org)

RFP Process and Compliance questions to Colin Spencer at [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the consultant'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.

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

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

### **C. PRE-PROPOSAL MEETING**

No pre-proposal meeting will be held. A Conceptual Study has previously been completed for this intersection. This Conceptual Study is available on the project website [www.a2gov.org/intersection](http://www.a2gov.org/intersection).

### **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 consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. 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 consultant's ability to meet the requirements of the RFP. Each total submittal should not be more than 50 sheets (100 sides), not including required attachments. 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. An evaluation committee comprised of primarily 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 consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held in December 2015. Consultant must be available on these dates.

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 consultant's 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 Procurement Unit on, or before, **Thursday, December 3, 2015, at 2:00 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**
- **five (5) additional proposal copies**
- **one (1) digital copy of the proposal on a flash drive, preferably in PDF format**

**Each respondent must submit in a separate sealed envelope marked Fee Proposal**

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

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

Proposals submitted must be clearly marked: **“RFP No. 955 – Nixon/Green/Dhu Varren Roads Intersection Improvement Project and Nixon Road Corridor Traffic Study”** and list the consultant’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

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

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

***A proposal will be disqualified if:***

- 1. The fee proposal is not contained within a separate sealed envelope.***
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.***

3. ***The forms provided as Attachment B - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment C - City of Ann Arbor Living Wage Declaration of Compliance, Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals. Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.***

## **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 consultant's 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 the 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 consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **I. HUMAN RIGHTS REQUIREMENTS**

All contractors 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 B 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 consultant 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 consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant 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 consultant 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, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

## **M. PROPOSAL PROTEST**

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

## **N. 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.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	November 19, 2015, 3:00 p.m.
Proposal Due Date	December 3, 2015, 2:00 p.m.
Tentative Interviews (if needed)	December 2015
Selection	TBD

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

## **O. IRS FORM W-9**

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

## **P. 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 terms or conditions 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 consultants.
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.

## **SECTION II – BACKGROUND AND SCOPE OF WORK**

The information for the Nixon /Green / Dhu Varren Roads Intersection Improvement Design (Task 1), the Nixon Corridor Study (Task 2), and the Communication and Community Engagement (Task 3; applicable to both Task 1 and 2) are each set forth separately below.

Work for all three tasks is 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 all the major highways linking Ann Arbor to other Michigan cities.

### **TASK 1 - NIXON/GREEN/DHU VARREN INTERSECTION IMPROVEMENT DESIGN:**

#### **A. BACKGROUND**

##### **1. Location and Setting**

The intersection of Dhu Varren Road, Green Road, and Nixon Road is currently a four-way stop-controlled intersection. In the project area, Nixon Road (running north and south) is a two-lane roadway with one travel lane in each direction. Dhu Varren Road and Green Road are offset from each other by approximately 90 ft, forming two T intersections with Nixon Road.

Dhu Varren Road is the west leg with a two-lane approach. Green Road is the east leg with a three-lane approach to the intersection. Green Road has separate left and right turning lanes at the intersection that transition easterly into a three-lane cross section with one travel lane in each direction and a center left turn lane.

In the project area, the majority of parcels are residential. The northeast and southeast quadrants of the intersection are attached to residential condominiums. The northwest and southwest quadrants of the intersection are currently undeveloped, but have been optioned and are proposed for residential development with approximately 400-500 residential units (“Nixon Farms” North and South projects). These are in the process of Site Plan review. There is also a proposed 235-300 unit project under review (“Woodbury Club Apartments”) located approximately ¼ mile north of the intersection on the east side of Nixon Road that will contribute traffic to this intersection area.

East of Nixon Road, shared use paths approximately eight feet wide run along the north and south sides of Green Road. They join a shared use path on the east side of Nixon Road in the project area. Dhu Varren Road has paved shoulders signed as bike paths on both sides.

West of Nixon Road, there are significant wetlands with associated woods on the north side of Dhu Varren as well as additional wooded wetlands on the south side. There is also a landmark bur oak near the northwest corner of the intersection.

The existing wetlands have been flagged and edges surveyed by the consulting engineer for one of the proposed development projects. These identified wetland edge lines will be furnished to the chosen Consultant for informational purposes. At the time of preparation of this RFP those wetland lines have not been reviewed and verified by the MDEQ,

## **2. Prior Studies , Community Meetings, and City Design Policies**

An [Intersection Improvement Study](#) was conducted that identified expected operational problems at the intersection and possible improvements to address these issues. Based on the result of this study, the City has opted to install a new roundabout to improve the traffic operations, pedestrian and bicycle access and other factors affecting this area.

There are other current and past planning and transportation documents that include the project area in their studies and recommendation including Traffic Impact Studies by the proposed developments referenced above.

This Project will require review of relevant elements from documents such as the City of Ann Arbor Master Plan: Land Use Element (2009), the City of Ann Arbor Transportation Plan (2009), The 2013 Non-motorized Transportation Plan Review and the Non-motorized Transportation Plan (2007) contain elements related to the Project, as well as the City of Ann Arbor Capital Improvements Plan (2011).

On February 18, 2014 the Ann Arbor City Council resolved the adoption of a 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.

On October 9, 2013 and December 11, 2014, the City held community meetings regarding this intersection. Discussion summaries of the meetings as well as other background documents related to the intersection can be found on the [a2gov.org/intersection](http://a2gov.org/intersection).

### 3. Traffic and GIS Data

The AM and PM turning movement counts at the intersection, as well as 24 hr. counts at each approach to the intersection are included in the [Intersection Improvement Study](#).

Projections of localized future traffic from the proposed new developments were also incorporated in that study.

Existing data available via the City's Geographic Information Systems (GIS) data includes two foot contours, locations of City sanitary sewers, storm sewers, and water mains, 2012 aerial photography, parcel lines, etc. **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, City maps containing limited version of the data may be accessed at Map Ann Arbor.

### 4. Engineering Design Goals

While the primary goal of this task is to design a roundabout that improves the capacity of the intersection, other important goals were identified in the Intersection Improvement Study. These include:

- Improving pedestrian, bicycle, and vehicular safety
- Creating a pedestrian-friendly environment. The study proposed including the installation of pedestrian refuge islands
- Accommodation of bicycle traffic including the planned installation of bicycle lanes within the project limits
- Providing accessibility for the disabled in accordance with the applicable ADA requirements

All improvements shall be designed in accordance with applicable City of Ann Arbor, AASHTO, MDEQ, ADA, and any other relevant standards.

## B. Scope of Work

The City is 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 competitively bid and construct the Nixon/Green/Dhu Varren Roads intersection Improvement Project as described below. Improvements are slated for the 2017 construction season.

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request and the attached project schedule (reference Attachment "B"):

1. **Review the [Intersection Improvement Study](#)**

Review the study, evaluate the findings, and recommend any design modifications as deemed appropriate to the conceptual design.

2. **Review site plans for the proposed Nixon Farms North and Nixon Farms South projects**

Review proposed site plans and, as design progresses, identify any conflicts between those site plans and the design elements for this project. It is noted that those site plans were developed with attention to the preliminary design in the Intersection Improvement Study.

3. **Perform Design Survey and Utility Location Verification**

The Consultant shall perform any needed field surveys in order to have correct and sufficient data for use in completing the final design.

The Consultant shall complete the survey of the entire project influence area. The Consultant shall at a minimum, provide the following items in their proposed scope of work:

- Locate all trees 6" diameter or greater and provide the genus and cultivar (if applicable) breakdown
- Locate all cultural features within the requested survey boundaries
- Provide a survey with 1' contour intervals
- Certify ROW and locate property boundaries
- Locate all "breaklines" and other features necessary to develop accurate contours
- Provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas
- Locate all existing property irons and monuments within the survey limits
- Locate and determine horizontal and vertical elevation of existing public and private utilities
- Perform all survey work in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual
- Provide AutoCAD drawings and all field survey point data to the City

4. **Perform 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 (Mr) for the proposed lane expansion areas.

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.

## **5. Design for Utility Relocations**

Design for relocation or modification of existing public and private utilities within the area of the proposed roundabout. It is expected that the proposed realignment of a segment of Dhu Varren west of Nixon may necessitate relocation of an existing 20" transmission water main in the area of realignment. Consultant must evaluate whether such relocation is necessary and, if so, prepare design plans for the relocation. In the proposed Work Plan (see Section III), please define such a water relocation design as a separate work item assuming that such relocation is necessary. Utility relocation design within the roundabout area may be included as part of task 6 below.

## **6. Prepare Construction Plans and Specifications**

Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor in order to satisfactorily complete the project. It is anticipated that improving operational efficiency will involve aligning Dhu Varren Road to eliminate the offset "T" intersections and creation of a roundabout

All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards.

In general, the Consultant shall prepare and submit to the City of Ann Arbor, plan and profile sheets, at a horizontal scale of 1" = 20' and 1" = 2' vertically. Certain plans, such as traffic control drawings, intersection enlargement plans, typical sections, details, etc. shall be drawn at scales as approved by the City in order to properly complete the work of the project.

The following is a brief overview of major or critical elements of the plan:

Design Speed: 25 mph

Design Vehicle: WB-40 (unless otherwise directed)

Horizontal Alignment: The proposed horizontal alignment shall accommodate the proposed changes as required by

the project. The Consultant shall prepare a minimum of three schematic horizontal alignments for City review and approval. The alignments shall not be prepared concurrently, but shall be developed in a sequential fashion, as needed, to allow for maximum “design development”.

**Vertical Alignment:** Minimum longitudinal grade shall be 1.0%. A maximum longitudinal grade shall not be specified, but in all cases, the sight distances required by AASHTO shall be provided. The Consultant shall prepare a minimum of three schematic vertical alignments for City review and approval. The alignments shall not be prepared concurrently, but shall be developed in a sequential fashion, as needed, to allow for maximum “design development”.

**Typical Cross-sections:** The typical cross-sections shall follow the applicable City of Ann Arbor Standards and shall be drawn to scales as approved by the City. Cross-sections shall be those cross-sections produced as part of the Schematic Design, and modified, if needed, to match conditions encountered during the final design.

**Drainage:** All drainage systems shall be designed or evaluated as required by the City of Ann Arbor Green Streets Stormwater Guidelines.

**Wetlands Mitigation:** The site plans for the proposed Nixon Farms North and South projects included delineation of existing wetlands west of Nixon Road in the area of the proposed construction for this project. The wetland edges as flagged by the developer were reviewed and approved by the MDEQ. The proposed realignment of Dhu Varren will impact regulated wetlands. Consultant must design a wetlands mitigation plan and prepare all needed permit applications to the MDEQ, and revise mitigation plans as required by that review.

**General Design Standards:** Incorporate the AASHTO Policy on Geometric Design of Highways and Streets (2011); AASHTO Guide for the Development of Bicycle Facilities (2010); ADA Accessibility Standards; City of Ann Arbor Code of Ordinances; and City of Ann Arbor

Public Services Department Standard Specifications  
(current edition);

Intersection Improvement 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'.

Soil Erosion, Grading,  
Natural Features Protection & 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.

Traffic Control Plan: Prepare complete, detailed, and accurate traffic control plans meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards to construct the project and provide for the maintenance of one lane of vehicular traffic in each direction at all times. Also, provisions shall be made so that continuous pedestrian and bicycle traffic throughout the project limits will be maintained at all times.

Pavement Marking Plans: Prepare permanent pavement marking plans to ensure the safety of motorists, bicyclists, and pedestrians.

Right of Way Investigation

and Document Preparation : Investigate how much of the additional ROW would be required to perform the intersection improvement, evaluate the different layouts to minimize the ROW need, and prepare all necessary documents and assist the City with the acquisition of required ROW.

## **TASK 2 - NIXON ROAD CORRIDOR STUDY**

### **A. Location and Setting**

The Nixon Road corridor begins at Plymouth Road and extends north to the City limits. Nixon Road is a predominantly two lane roadway with some widening for turn lanes at a few intersections. Intersection control on the corridor includes traffic signalization under SCOOT control, roundabouts, and two-way STOP control. Major intersections to be part of the operational analysis include:

- Huron Parkway and Plymouth Road
- Nixon Road and Plymouth Road
- Nixon Road and Huron Parkway
- Nixon Road and Aurora Street
- Nixon Road and Bluett Road
- Nixon Road and Traver Boulevard
- Nixon Road and Dhu Varren Road/Green Road
- Other intersections as deemed necessary, e.g. The Clauge Middle School Driveway

### **B. Transportation Study Goals**

The primary goal of this task is to conduct a transportation study to be used as a planning guide for future capital improvements on this corridor that will result in a complete street that meets the community's needs. This goal is to be met by:

- Improving pedestrian, bicycle, and vehicular safety
- Creating a pedestrian-friendly, walkable environment
- Creating a bicycle-friendly corridor that can be used for commuting and recreation
- Providing accessibility for the sensitive user groups in the area

All recommended improvements shall be in accordance with applicable City of Ann Arbor, AASHTO, ITE, ADA, and other relevant guidelines and standards.

### **C. Scope of Work**

The City is now seeking proposals from qualified, professional engineering, consulting firms to perform the necessary tasks to complete the corridor transportation study in accordance with City of Ann Arbor standards.

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request and the attached project schedule (reference Attachment "B"):

**1. Review the Proposed Traffic Projections for the Area**

Review the traffic projections utilized in the Intersection Improvement Study. Validate the traffic projections and base data used in the study and their applicability to this study.

**2. Develop and Execute a Comprehensive, Multi-Modal Data Collection Plan**

The Consultant shall develop a comprehensive, multi-modal data collection plan that collects data for all methods of travel on the corridor. This data collection plan shall be reviewed and approved by the City prior to commencement of work on this subtask.

**3. Develop and Execute a Comprehensive, Multi-Modal Analysis Methodology**

The Nixon Road corridor contains a complex set of traffic control devices. The intersections with Plymouth Road are signalized and under SCOOT control. The corridor also will contain two intersections with roundabout control as well as many closely spaced two-way STOP controlled intersections.

The consultant will develop a comprehensive analysis methodology to evaluate the corridor for all modes of transportation. The consultant shall develop an analysis plan that has appropriate measures of effectiveness (MOEs) for all travel modes present on the corridor. These MOEs and the methodology plan shall be reviewed and approved by the City prior to commencement of work on this subtask.

It is anticipated that standard MOEs of delay and level of service will be used for vehicular travel; however, the consulting team shall establish, subject to City review, a comprehensive set of MOEs for pedestrians and bicyclists.

The analysis methodology shall also address all of the identified peak times of concern determined as part of the public engagement process and review of the collected travel data.

**4. Prepare Draft and Final Reports**

Prepare complete, detailed, and accurate documents meeting the requirements of the City of Ann Arbor in order to satisfactorily complete the project.

The report shall contain sections detailing:

- Explanation of the measures of effectiveness chosen for each mode of travel
- The modeling process developed for the corridor and all assumptions made as part of the modeling process
- Complete report of existing and future operational conditions for each mode of travel, including the proposed improvements scenario
- Safety review for current and proposed conditions based on the Highway Safety Manual methodology
- Documentation of the community engagement process

**5. Prepare Conceptual Corridor Plans**

Prepare conceptual plans to convey the proposed preferred alternative(s) for the corridor. It is anticipated that these drawings will be used during the public engagement meetings and included in the transportation study report.

## **TASK 3 – COMMUNICATION AND COMMUNITY ENGAGEMENT**

Community engagement is a fundamental element of the Nixon/ Green/ Dhu Varren Intersection Improvement Design and the Nixon Corridor Study. A community engagement process to allow affected stakeholders the opportunity to provide input is required. An effective community engagement proposal should ensure that community interests are taken into consideration throughout the design and study process, and that community values are reflected in the final work products.

### **SCOPE OF WORK**

1. **Review records of prior community engagement efforts.** On October 9, 2013 and December 11, 2014, the City held community meetings regarding this intersection. Discussion summaries of the meetings as well as other background documents related to the intersection can be found on the [project website](#). The consultant shall review and be familiar with the input provided via these community engagement efforts.

Public hearings have been held for the proposed developments. Review and be familiar with public input that has been provided via these public hearings.

2. **Design an opportunity for ongoing public information and input.** The community engagement and communications component of this process should be designed to continue throughout the duration of the project. It should enable the Project Team to provide information and updates to affected stakeholders, and to seek community input at appropriate project milestones. The communications plan should provide ample opportunity for stakeholders to engage in the project and also to stay informed of important project updates.
3. **Prepare a Community Engagement Plan.** The Consultant will develop a detailed Community Engagement Plan (CEP) at the onset of the project. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact-sheets, and graphical displays.

Based upon the schedule of project milestones, a community engagement matrix will be developed by the consultant to identify methods of information distribution and outreach efforts. The matrix will guide and focus the engagement strategy throughout the project. The City has developed a Community Engagement Toolkit (hereafter "Toolkit") that will be reviewed with the chosen Consultant to shape the CEP.

4. **Identify Stakeholders.** The Consultant's proposed CEP will include all appropriate stakeholders in the project area. The Consultant will work with City staff, utilizing the Toolkit, to establish an initial stakeholder database. The

Consultant will be responsible to maintain the stakeholder database and keep record of updated stakeholder contact information as the database evolves throughout the engagement process.

5. **Facilitate Public Meetings.** While City staff will be in attendance, the Consultant's community engagement specialist will lead and facilitate all community meetings.

Meetings with the general public, and other identified groups, will be designed and scheduled to facilitate information exchange and listening opportunities at key intervals throughout the process. The Consultant will develop a tentative schedule for public meetings as part of the CEP.

6. **Propose Appropriate Schedule and Strategy for Public Outreach.** The consultant shall propose the appropriate public outreach schedule, taking into consideration the need for public input on both the intersection design (Task 1) and the corridor study (Task 2). The consultant should take advantage of opportunities to gather public input on both projects through a singular public outreach opportunity when appropriate, and recognize when/if separate public outreach is necessary specific to a single project element.

Public outreach opportunities may include, but are not limited to, community wide meetings, stakeholder focus groups, one-on-one interviews with key stakeholders, and online feedback opportunities.

The Consultant's proposal should include public outreach at key milestones, which may include: Project Introduction/ Kick-off, Concept Design options, and Preferred Design Selection and Next Steps. The Consultant's CEP shall include all public meetings and outreach opportunities which are, in its professional judgment, needed to appropriately engage the community in the intersection design and corridor study process.

7. **Prepare materials for public distribution, including meeting advertisement and invitations.** The Consultant will provide technical background materials, visual aids, and other materials for public distribution, as needed. The Consultant will advise the City on appropriate advertisement and publicity means for public input opportunities, and will be responsible for distribution of all meeting invitations.

8. **Provide Content for Project Website.** A Plan website hosted on the City's web page will be managed by the City and utilized as one means of providing the community with information about the project. It may also be used to solicit information about the project. The consultant will be expected to provide project update content on a regular basis for the City Project Manager to review and include on the project website.

9. **Schedule and facilitate Progress Meetings with City Staff.** The Consultant

shall establish a schedule for regular progress meetings with the City Project Manager and other staff members identified to participate on the project team. The Consultant will develop meeting agendas, provide written progress reports, and complete discussion summaries for documentation of each progress meeting.

## **SECTION III - MINIMUM INFORMATION REQUIRED**

Respondents should organize their Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal by Task (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 subordinate 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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number 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 individuals who will do the work on this project by name and title including any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and resumes of all subconsultants shall be included.
3. State history of 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 - 25 points**

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the

budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP.

The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. Fee Proposal - 15 points

**Fee quotations shall be submitted in a separate sealed envelope with the proposal. The fee quotation should be broken down separately for each task.** Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

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

## F. Attachments

**The following forms must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission:**

- **Non-Discrimination Ordinance Declaration of Compliance (Attachment B)**
- **Living Wage Ordinance Declaration of Compliance (Attachment C)**
- **Vendor Conflict of Interest Disclosure Form (Attachment D)**

## PROPOSAL EVALUATION

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

Interviews with the selected firms will be scheduled if deemed necessary by the City. At the interviews, the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal if opened prior to interviews. The interview must include the project team members expected to complete a majority of work on the project. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

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 PSA by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules alone.

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

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.

## **SECTION IV - ATTACHMENTS**

Attachment A: - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

(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**



<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

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 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.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other

\*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 the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**ATTACHMENT E**  
**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/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

**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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**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.

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

**\$12.81** per hour

If the employer provides health care benefits\*

**\$14.30** 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  
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

## **APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

*If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:*

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR**  
**FOR** \_\_\_\_\_

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

\_\_\_\_\_ ("Contractor") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

#### **I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

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

Project means \_\_\_\_\_  
Project name

#### **II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

#### **III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_  
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any

time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

#### **IV. INDEPENDENT CONTRACTOR**

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 will be 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.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) 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.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may

arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in 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 or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The 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.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **IX. OBLIGATIONS OF THE CITY**

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

## **X. ASSIGNMENT**

- A. The 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, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the

breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. 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 thirty (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 for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/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 agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights 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, in one or more instances, 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 effect its right to require strict performance of this Agreement.

### **XIII. 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 in this Agreement 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 the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48103

### **XIV. 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.

### **XV. OWNERSHIP OF DOCUMENTS**

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

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

#### **XV. 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. The City's prospective consent to the 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, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the 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.

#### **XVII. SEVERABILITY OF PROVISIONS**

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

#### **XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the 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, of any kind or nature, 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 form. 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 the 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.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name  
Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor  
By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator  
\_\_\_\_\_  
Type Name  
Service Area Administrator

**Approved as to form and content**

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Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

**EXHIBIT B  
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  
- C. 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 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.