

**RFP-814
REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES**

Wheeler Center Wind Generator Project

**Issue Date: January 10, 2012
Due Date: February 10, 2012, 10:00 A.M.**



City of Ann Arbor, Michigan
Public Services Area
301 E. Huron St.
Ann Arbor, MI 48107-8647

TABLE OF CONTENTS

SECTION I: General Information.....	3
SECTION II: Background and General Description of Services.....	8
SECTION III: Scope of Work.....	11
SECTION IV: Information Required From All Proposal Submitters.....	19
SECTION V: Appendices.....	22
Appendix A – Legal Status of Proposer.....	23
Appendix B – Example of Professional Service Agreement.....	24
Exhibit A – Scope of Services.....	30
Exhibit B – Fee Schedule.....	31
Exhibit C – Fair Employment Practice.....	32
Exhibit D – Living Wage Ordinance Excerpts.....	34
Appendix C – Contract Compliance.....	36
Instructions for Contractors.....	37
Contract Compliance Forms.....	38
Appendix D – Living Wage Compliance Form and Poster.....	40

**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The City of Ann Arbor, Michigan is soliciting sealed proposals for the purpose of selecting a qualified firm or firms to provide professional engineering services for:

Wheeler Center Wind Generator Project

B. ISSUING OFFICE

Procurement Unit, Financial Services
City of Ann Arbor
301 E. Huron St., P.O. Box 8647
Ann Arbor, MI 48107-8647
(734) 994-2719

C. CONTRACT ADMINISTRATION

Following the signing of a contract, all communication concerning the contract must be directed to:

Energy Programs Manager
City of Ann Arbor
301 E. Huron St.
P.O. Box 8647
Ann Arbor, MI 48107-8647
(734) 794-6430 x43711, energy@a2gov.org

D. QUESTIONS AND ADDITIONAL INFORMATION

Questions regarding this Request for Proposal (RFP) will be addressed at a mandatory pre-proposal meeting to be held on **Friday, January 20, 2012 at 10:00 am in the fourth floor conference room of Larcom City Hall, 301 East Huron Street, Ann Arbor**. Please contact Andrew Brix at energy@a2gov.org with any additional questions regarding the RFP subsequent to this meeting. Responses to clarifications/questions will be posted online prior to the submittal deadline for all proposers to view.

The PUD plan for the Wheeler Center site is available for free as an electronic PDF file (8 MB) or for viewing at City Hall, 4th floor work table.

E. PROPOSALS

One (1) original and two (2) copies of the proposal shall be submitted. The proposal shall be no more than 40 pages in length, printed in a double-sided format. The information included therein should be as concise as possible. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for 1) proposals and 2) separate fee proposals must be marked "**Wheeler Center Wind Generator Project RFP-814**" in bold type, easily distinguishing the one from the other. Bidder name and address must accompany the bid name and number. The

proposals must be submitted to the Procurement Office, City Hall, 301 E. Huron St., Ann Arbor, MI 48107.

To be considered, each firm must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of proposals is to be made by the submitter. Appendix A of this RFP, Legal Status of Proposer, Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. An official, authorized to bind the submitter to its proposal provisions, must sign each proposal copy in ink.

Each proposal must remain valid at least ninety (90) days from the due date of this RFP.

F. SELECTION CRITERIA AND PROCESS

Responses to this RFP will be evaluated using a point system, described in Section IV. The evaluation will be completed by a selection committee composed of staff from the City of Ann Arbor Public Services Area, Project Management Services, Systems Planning, and Field Operations Services Units.

The selection criteria outlined in Section IV includes Professional Qualifications, Past Involvement with Similar Work, Proposed Project Team, and Proposed Work Plan and Schedule. Points are assigned to each of these four elements for scoring purposes.

The Selection Committee will initially evaluate responses to the RFP, based on the criteria and point system included in Section IV, to decide which Proposer(s), if any, they will interview. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Proposer(s) selected will be opened and reviewed before the interview(s). Proposer(s) selected for an interview will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal during the interview process. To decide the most qualified, capable and cost-effective Proposer, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

G. CHANGES IN THE RFP

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals. The person making the request shall be held responsible for its prompt delivery.

The City's staff will make such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, only as an RFP addendum. Addendums will be posted to MITN and A2gov.org when available. It shall be the bidder's responsibility to ensure they download and account for addendums. Any addendum issued by the City shall become a part of the RFP. Proposers should consider issued addendums in preparing his or her proposal.

H. SEALED PROPOSAL RECEIPT

Proposals must be received by the City of Ann Arbor, Procurement Unit, 5th Floor, Larcom City Hall, 301 E. Huron St., Ann Arbor, Michigan 48107 before **10:00 am on Friday, February 10, 2012.** Prospective submitters are responsible for the timely receipt of their proposal. All proposals

become the property of the City of Ann Arbor once reviewed, whether awarded or rejected. Late proposals will not be considered or accepted.

I. DISCLOSURES

All information in a submitter’s proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the “Freedom of Information Act”. This act also provides for the complete disclosure of contracts and attachments thereto.

J. PROFESSIONAL SERVICES AGREEMENT

Consultants selected to do business with the City of Ann Arbor will be required to execute the standard Professional Services Agreement with the City (a sample agreement is included with this RFP). The City will not entertain requests to revise, amend, or change the language of the standard Professional Services Agreement. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the Professional Services Agreement.

K. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Contract.

L. SCHEDULE

The following is the solicitation schedule for this procurement.

Activity/Event	Date (Time)
Request for Proposal Issued	January 10, 2012
Pre-Proposal Meeting	January 20, 2012 (10:00 a.m.)
Request for Clarifications/Questions Due	January 25, 2012 (5:00 p.m.)
City Response to Clarifications/Questions	January 27, 2012
Proposal Due Date/Time	February 10, 2012 (10:00 a.m.)
Proposal Evaluation/Vendor Interview/Contract Negotiation Period	February 10 – March 2, 2012
Final Draft of the Professional Services Agreement (PSA)	March 16, 2012
City Staff PSA Review and Approval Period	April 2012
City Council Authorization of PSA	May 2012
PSA Execution, Award and Notice to Proceed	June 2012

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

M. NON-DISCRIMINATION BY CITY CONTRACTORS

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Procurement Unit prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to 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 race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Unit concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Procurement Unit as having fulfilled affirmative action requirements for a period of six (6) months at which time the Procurement Unit will conduct another review. Other firms shall develop an affirmative action program in conjunction with the City of Ann Arbor's Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

N. LIVING WAGE

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

O. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail

the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

P. RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all proposals in whole or in part and to waive irregularity and/or informalities in any proposal and to make the award in any manner deemed in the best interest of the City.

End of Section I

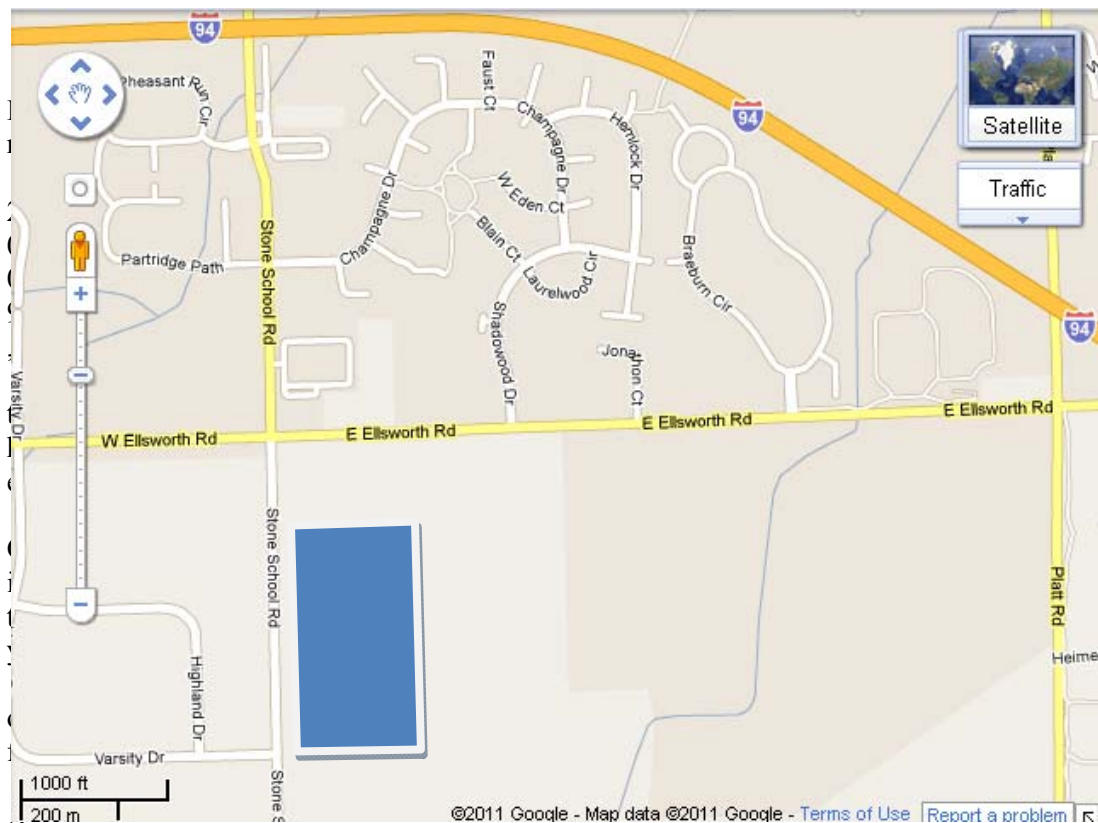
SECTION II BACKGROUND AND GENERAL DESCRIPTION OF SERVICES

A. BACKGROUND

The project is located at the City of Ann Arbor's Wheeler Service Center, 4251 Stone School Rd., Ann Arbor, MI 48108. The facility, which opened in 2007, houses the City's Field Operations and Fleet Services Unit, among others.

The site includes an operations building (39,000 sq. ft.), vehicle storage building (65,000 sq. ft.), maintenance garage (40,000 sq. ft.), salt storage dome, and fueling facility. A restricted access drive to Ellsworth Road is available opposite Shadowood Drive, as well as two employee/visitor access drives onto Stone School Rd. Field and maintenance staff from facilities formerly located at 721 N. Main, 415 W. Washington, and 2000 S. Industrial now use the facility.

The shaded box on the map below shows the approximate location of the Wheeler Center site.



Ann Arbor was notified of the receipt of a congressionally-directed project for development of wind generation at a City facility. In order to add matching funds and maximize the value of the project, the City is partnering with the University of Michigan (UM) to construct two wind generators at the Wheeler Center. The Wheeler Center was selected as the project site due to the relative openness of land to the west of the site and the ability to make use of the generated electricity onsite. One of the two turbines will be made available for UM research projects, subject to certain terms and conditions.

A site map is attached as Attachment A, showing the layout of the site and possible wind generator locations that were identified previously. The City is not committed to these site locations, however, and the scope of work for this project includes work for identifying the most appropriate location for siting the wind generators.

This address is in the jurisdiction of Pittsfield Township, and the site was developed as a Planned Unit Development (PUD). Wind generation is not listed as an approved use of the site on the approved PUD plan and Pittsfield Township ordinance states that a change in use is considered a major change to the PUD and requires an amendment.

Listed as an approved use on the site is a “Two-Way Radio Tower (max height of 125 ft) Non-Illuminated”. Height limitations on the site are imposed in part by the presence of the Ann Arbor Municipal Airport approximately one mile west of the facility.

B. GENERAL DESCRIPTION OF SERVICES

Proposals will be accepted from qualified, professional engineering, consulting firms to **perform the necessary tasks as described herein for the purpose of competitively bidding and constructing the Wheeler Center Wind Generators during the Fall 2012 and Spring/Summer 2013 construction seasons.** In general, the following items shall be addressed by the selected consulting firm(s), in accordance with the tasks outlined in Section III of the RFP.

1. Participate in the public involvement process. This includes developing a Public Involvement Plan, identifying and interacting with project stakeholders, planning and leading public meetings and interacting with citizens and community groups, and developing and implementing communication tools to facilitate information exchange during preliminary engineering and leading into construction.
2. Present recommended best alternative to a stakeholder committee and achieve consensus toward City approval for moving into preliminary engineering.
3. Prepare complete, detailed, and accurate base, preliminary and final construction plans meeting the requirements of the City of Ann Arbor in order to satisfactorily complete the project. All plan sheets shall be prepared in accordance with City of Ann Arbor Public Services Area Drafting Standards, and shall be in English units. All scales shall be approved by the City of Ann Arbor Project Management Unit.
4. Prepare preliminary and final soil erosion, sedimentation control, and electrical plans in accordance with City of Ann Arbor and Michigan Department of Natural Resources and Environment requirements to minimize erosion and keep sediment contained within the disturbed limits of the project, and protect land areas and waters adjacent to the site.
5. Prepare complete, detailed, and accurate contract specifications (special provisions and supplemental specifications) meeting the requirements of the City of Ann Arbor. All specifications shall be in English units.
6. Coordinate all elements of the design with all affected parties, including, but not limited to: City Units and Service Areas, private utility companies, Pittsfield Township, the University of Michigan, and the public in general.

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

End of Section II

SECTION III SCOPE OF WORK

A. TASK 1 – PUBLIC PARTICIPATION

Public involvement is a fundamental element of an infrastructure project such as this wind generator project which will be highly visible in the neighborhood of the project site. The initial public participation process should be designed to help build a consensus for the recommended generators. This crucial process is intended to provide the community with all of the appropriate information about the various options and benefits and cost of the alternative designs under consideration by the City. It should enable citizens the opportunity to learn about and participate in the development of this project.

1.1 Public Involvement Plan

The consultant will develop a Public Involvement Plan (PIP). The PIP will define the goals and objectives of the public involvement effort, identify key stakeholders, discuss the public involvement techniques and public participation materials that will be used such as newsletters, fact-sheets, graphical displays, etc. Based upon the schedule of study milestones, a public involvement matrix will be developed to address methods proposed for the conveyance of information. The matrix will help guide and focus the various stages of the outreach effort.

1.2 Stakeholders

The consultant will undertake an effort to develop an outreach program including all the appropriate stakeholders in the study area. The consultant will work with City staff to establish an initial stakeholder database. It will include City Staff (including the City's Natural Areas Preservation unit), the UM, appropriate community groups, organizations and individuals that have expressed an interest to stay informed and connected.

1.3 Public Meeting Structure and Schedule

The consultant will conduct all meetings with the general public. This scope assumes at least three major meetings related to key milestones these are: 1) Project Introduction, 2) Detailed Design and 3) Design Completion/Preconstruction. The consultant will provide technical background, visual aids and on-site assistance as needed. Meetings with the general public, and other identified groups, if needed, will be designed and scheduled to facilitate information exchange and listening opportunities at key intervals throughout the process. A schedule for public meetings will be developed as part of the outreach effort. Specific efforts will be made to identify, contact and involve nearby residents and businesses that may be impacted by the project. The consultant shall prepare written summaries for all meetings.

For budgeting purposes, it is assumed the consultant will support the number of meetings necessary to fully engage the public throughout the project. A list of suggested meetings that the consultant may be asked to schedule, other than the three major meetings referenced above, is as follows:

- Agency
- Stakeholder
- Public Workshops

- Others (business, the Ann Arbor Chamber of Commerce, special events, elected officials, special interest/environmental, etc.)

For most major public meeting cycles, two separate meetings should be held at different times during the day/evening, with identical format and materials, to maximize opportunity for members of the public to participate.

1.4 Study Website

A project website hosted on the City’s web page will be utilized by the public as a means of obtaining information about the study and issues. Many members of the public are familiar with the website structure, so consistency should be maintained to encourage its use as a valuable communication tool. Additional pages, links and topics could be added to the website and maintained by the consultant to provide a continued source of up-to-date postings about current study information, meetings and events, opportunities for involvement and avenues for comment. Interactive capabilities will be maintained to enable the public to ask questions, help identify issues, express concerns, review and comment on documents.

Task 1 - Public Involvement Deliverables

1. Stakeholder Database
2. Support Materials for a minimum of three project-related meetings: 1) Project Introduction, 2) Detailed Design and 3) Design Completion/Preconstruction.
3. Study Website
4. Other Public Involvement Tools and Programs as needed.
5. Minimum of three (3) project-related public meetings outlined in number 2 above.

B. TASK 2 – REVIEW OF SITE AND CONSTRAINTS

Some site conditions were documented during the design and construction of the Wheeler Service Center, but additional site review work, as well as a review of regulatory requirements is anticipated to complete this project.

2.1 Local, State, and National Regulatory Review

Research, collect and document all relevant regulatory requirements and environmental considerations related to the construction of wind generators at the Wheeler Service Center, including:

- Any necessary amendments to the Planned Unit Development (PUD) site plan with Pittsfield Township
- Any required changes to Pittsfield Township zoning code
- Identification of any other Pittsfield Township permit requirements
- Submission for Michigan Tall Structure Act permit
- FAA Compliance, including Form 7460-1 and any recommended air traffic or aviation studies
- Coordination with Detroit Edison on electrical interconnection
- Birds, Bats and Other Flora & Fauna
- Wetlands delineation
- Habitat intrusion & mitigation
- Cultural and Archaeological Resources

- Radar review
- Microwave paths
- Telecommunications paths
- Noise impact
- Shadow Flicker impact
- Ice Shedding
- Other studies identified as necessary/appropriate by the designer
- Any other regulatory requirement deemed necessary or relevant to project completion

2.2 Wind Resource Review

Review available data and models of the local wind resource, and provide a report assessing the wind resources available for the wind generators, including:

- Cite sources of data used and assumptions made in the analysis
- If possible, include citation of nearest validated point of data collection
- Describe in detail the methodology and wind modeling software used
- Provide a summary of any due-diligence measures recommended as part of design build services to substantiate or refine assumptions made in the wind assessment.

2.3 Site Assessment and Inventory

Research, collect and review all available existing documents, technical information and data for the project site to assist in the preparation of Base Plans. Conduct field investigations of all areas anticipated to be impacted by the project. Existing information may include the following:

- Topographic surveys and survey notes
- Control points and benchmark information
- Utility plans
- Geotechnical reports
- Wheeler Center building and electrical plans

2.4 Design Survey

The design field survey documents the existing conditions, drainage systems, utility lines, soil borings, control points and elevations. The survey aids in the determination of the limits/location and cost of the project. The notes are also used in the design and construction staging to plot a plan representation of the job.

The consultant shall independently verify both the horizontal and vertical location of all utilities. The consultant shall make any field surveys it determines necessary and wishes to conduct in order to obtain assurance that the data provided is correct and sufficient for use in completing the final design.

The consultant shall complete a terrain map using a series of points and lines (break lines) to represent the shape of the ground. A digital terrain model (DTM) and contours shall be produced from the mapping data. At a minimum, the following items shall be provided:

- Establish benchmarks
- Conduct survey control work

- Locate all topographic/cultural features within the requested survey boundaries which will influence or be influenced by the project design. These include existing structures, barriers, highway facilities, vegetation and concrete works.
- Collect terrain elevations
- Locate all "breaklines" and other features necessary to develop accurate DTM and contours
- Locate all existing property irons and monuments
- Locate all existing public and private utilities including, power lines, communication lines, substations and pipelines, and other utility facilities
- Investigate and describe underground structures and incorporate into survey coordinate system
- Provide terrain contours at one (1) foot intervals
- Provide all survey work to national map accuracy standards
- Perform all survey work in accordance with the City of Ann Arbor Public Services Area Standards and its Geodetic Control Manual

Each proposer shall establish a budget amount for the verification of the survey data and a description of what it believes the needed tasks, and associated person-hours and costs, are to review and verify the adequacy of the existing survey information and supplement, as required, with additional information so it is complete and usable for the required design services.

2.5 Base Plans

The base plans show existing topography and field conditions and provide a general layout of the proposed project design based on the defined scope of work. Base plan development should include the following:

- Existing topography and conditions
- Approximate construction limits
- Environmental issues and impacts
- Known existing utilities
- Government section lines and quarters
- Ties to survey alignment
- Anticipated electrical interconnection plans
- Information FAA, NEPA and other regulatory submittals

Supplemental information outlining the detailed content of the base plan set will provided to the consultant upon commencement of this task.

2.6 Base Plan Review

The City's Project Manager will distribute the base plans and estimate of probable construction costs to the various parties participating in the review, and coordinate and conduct a review meeting. Comments received at the review meeting are documented by the City, and approved and distributed to all reviewers. The consultant shall attend the Base Plan Review Meeting to discuss and resolve review comments.

TASK 2 - Base Plan Preparation (30%) Deliverables

1. Base Plans for review (10 full size copies and a PDF file of ½ size plans).

2. Host bi-weekly scheduled progress meeting with City Project Manager.
3. Organize and attend up to four (4) meetings with individual City departments or other agencies as needed to coordinate activities and gain necessary approvals.
4. Participate in Base Plan Review Meeting.

C. TASK 3 – PRELIMINARY PLAN PREPARATION

Preliminary Plan Preparation is advancement of the documents developed during base plan preparation, and further defines in appropriate detail the proposed improvements and other elements associated with the project. Initial work included incorporation of base plan review comments. Other work includes preliminary turbine options, geotechnical investigation, preliminary structural design and construction phasing, and site use determination. The proposed improvements will be developed to a level of detail approximately 80% complete under this task.

3.1 Geotechnical Investigation

The geotechnical investigation involves collection of existing soils and typically includes taking soil borings. Analysis is done on soil borings taken at all locations through the core hole to determine subbase and subgrade conditions.

The consultant shall review existing geotechnical information and obtain additional data through the use of a qualified Geotechnical Engineering Firm performing a detailed, comprehensive geotechnical investigation, the cost of which shall be included in the proposal.

Soil boring locations shall include at a minimum:

- 2 borings at the proposed locations of the wind generators to a depth to achieve proper bearing for the foundation and then to a minimum five (5) feet deeper than the proposed foundation.

Additional soil borings that may be deemed necessary shall be taken where specified by the consultant, at frequencies necessary to insure an adequate representation of site soil conditions.

The consultant shall also be responsible for locating utilities by calling MISS DIG (800-482-7171) a minimum of 72 hours in advance of performing any underground activities. The consultant is also responsible for locating other utilities not on the MISS DIG system.

The consultant shall prepare soil boring logs which shall include the following at a minimum:

- Date and site of bore.
- The location by both (a) GPS coordinates and (b) either shown on a topographic site map or by offset to existing site features if a full topographic map is not completed.
- Soil boring identification number
- Graphic profile indicating depth of each layer in the boring, in inches, the stratum, moisture content, bearing capacity, friction and shear properties, and any additional properties necessary for the design of a foundation.
- Indication of presence of water, where soil borings are taken through the core holes.
- Names of the coring crew members

The consultant is responsible for classifying all soils using the Uniform Field Soil Classification System. All field notes and borings shall be maintained for 60 days after submitting reports. After 60 days all cores shall be disposed of by the consultant.

The consultant shall conduct a field investigation, perform on-site and/or laboratory tests, record data and collect information.

The consultant shall analyze the data and the borings to develop a recommendation, and report of the findings in a geotechnical investigation report.

3.2 Preliminary Plans

This work involves incorporating the base plan review comments into the plans. The plans also provide a proposed turbine and foundation design, which was developed based on geotechnical data gathered. In addition, the plans should reflect the FAA, NEPA and other regulatory requirements that are known or anticipated for the project.

Development of the Preliminary Plans includes, but is not limited to:

- Preliminary turbine choice or selection criteria for turbine purchase bid
- Estimated annual kWh electricity generation
- Preliminary foundation design and potential structure and foundation involvement
- Preliminary turbine siting locations
- Preliminary schematics and renditions
- Detail sheets
- Note sheet
- Boring sheets
- Soil erosion and sedimentation control plan sheets
- Plan for materials delivery, site storage and construction staging that minimizes impacts on site operations

Supplemental information outlining the detailed content of the preliminary plan set will be provided to the consultant upon commencement of this task.

Plan development shall also include preliminary turbine locations and electrical interconnection plans. In addition, conflicts with existing utilities shall be identified and necessary relocation coordinated with utility owners.

The consultant shall establish pay items, develop specifications and special provisions, prepare a preliminary cost estimate and prepare the Preliminary Plan submittal package.

3.3 Preliminary Plan Review

As with base plans, the City's Project Manager will distribute the Preliminary Plan submittal package to the various parties participating in the review, and again coordinate and conduct a review meeting. Comments received at the review meeting are documented by the City, and approved and distributed to all reviewers. The consultant shall attend the Preliminary Plan Review Meeting to discuss and resolve review comments.

TASK 3 - Preliminary Plan Preparation (80%) Deliverables

1. Preliminary Plan Submittal Package including the following (10 full size copies of plan and a PDF file of each ½ size plan):
 - Preliminary Plans
 - Generation estimate and electrical interconnection proposal
 - Applicable special details
2. Preliminary Turbine Selection Recommendations or Criteria .
3. Geotechnical Investigation Report.
4. Proposed Foundation.
5. Construction Staging Plan
6. Opinion of Probable Construction Cost.
7. Participate in Preliminary Plan Review Meeting.
8. Host bi-weekly scheduled progress meeting with City Project Manager.
9. Organize and attend up to four meetings with individual City departments or other agencies as needed to coordinate activities and gain necessary approvals.

D. TASK 4 - FINAL PLAN PREPARATION

Final Plan Preparation is the development of the final plan/proposal package to a level of detail 100% complete. The final package consists of a consolidated plan set, final quantities, all other proposal material applicable to the project, and a detailed Opinion of Probable Construction Costs based on final project quantities.

4.1 Final Plans

This work involves incorporating the Preliminary Plan Review Meeting comments into the plans. The design is finalized in sufficient detail for final plan review. Work is complete when the Final Plan submittal package is accepted by the City’s Project Manager.

Development of the Final Plans includes, but is not limited to completion of the following:

- Construction plan sheet(s)
- Site plan sheet(s)
- Electrical plan sheet(s)
- Materials delivery, site storage, and construction staging plan
- Boring sheet(s)
- Soil erosion and sedimentation control plan sheet(s)

Supplemental information outlining the detailed content of the final plan set will be provided to the consultant upon commencement of this task.

4.2 Final Proposal Documents

This work includes developing final pay items and quantities for all work related to the project. The consultant shall establish pay items as described above and develop detailed specifications as required.

4.3 Final Opinion of Probable Costs

Utilizing final pay items and quantities and unit prices, the consultant shall develop a final estimated project construction cost.

4.4 Final Plan Review

As with base and preliminary plans, the City's Project Manager will distribute the Final Plan submittal package to the various parties participating in the review, and again coordinate and conduct a review meeting. Comments received at the review meeting are documented by the City, and approved and distributed to all reviewers. The consultant shall attend the Final Plan Review Meeting to discuss and resolve review comments. The Final Plan submittal package material shall then be revised as necessary to prepare a Final Plans, Specifications and Estimate of Probable Construction Cost package.

TASK 4 - Final Plan Preparation (100%) Deliverables:

1. Prepare Final Plan Submittal Package including the following (10 full size copies of each and a PDF file of ½ size plans):
 - Final Plans
 - Final Specifications and Special Provisions
 - Final Opinion of Probable Costs
2. Participate in Final Plan Review Meeting.
3. Final Plans, Specifications and Opinion of Probable Cost Package (2 full size copies of plans and a PDF file of ½ size plans).
4. Final Plan/Proposal Package for bid advertisement (2 full size copies of plans and a PDF file of ½ size plans).
5. Host bi-weekly scheduled progress meeting with City Project Manager.
6. Organize and attend up to four meetings with individual City departments or other agencies as needed to coordinate activities and gain necessary approvals.
7. Recommended maintenance schedule with associated cost estimates

Intent of Proposed Scope

Additional work deemed necessary by proposers to meet the intent of the proposed scope of work should be included in Proposals.

SECTION IV
INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Project Team and Organization
- D. Proposed Work Plan
- E. Fee Proposal (include in a separate sealed envelope)
- F. Authorized Negotiator
- G. Appendices

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

A. Professional Qualifications – 25 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 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.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
4. Provide specific examples of consultant's experience working with municipalities and/or municipal issues.
5. Provide specific examples of consultant's experience in designing and engineering wind energy solutions, including, but not limited to: siting wind generators, preparing construction drawings, engineering for electrical interconnection, and cooperating with electric utilities on interconnection and disconnect requirements.
6. Provide specific examples of contentious issues that the consultant has facilitated and approaches used to diffuse conflicts that may have arisen, including those related to wind energy zoning requirements.
7. Provide resumes for each member of the responding firm, organization or partnership that will provide services towards this project. List which tasks or portion of tasks that each member will perform.

B. Past involvement with Similar Projects - 25 Points

The proposal must indicate proven ability to complete similar projects within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the design is to be included in this section.

A list of references for all projects described in this section must be included. The list shall include contact name, owner name, address, and phone number.

C. Proposed Project Team and Organization - 15 Points

The organizational structure of the Proposer will be evaluated in terms of its effective use of personnel; relevant experience and time commitment of key personnel, especially the designated Project Manager and sub-consultants (if applicable); logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

D. Proposed Work Plan - 35 Points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section III of this RFP. The proposed work plan shall define resources needed for each task (title and person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed. Work plans should allow for a construction start in late Fall 2012, if possible.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

E. Fee Proposal - 0 Points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include the names, titles, 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. The consultants selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

The proposed fee must detail the costs for each of the tasks. The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Section V of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed.

F. Authorized Negotiator

1. Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

G. Appendices

1. Appendix A (Legal Status of Proposer), Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

H. Proposal Evaluation

1. The Selection Committee may include representatives from the Public Services Area, Systems Planning Unit, Project Management Unit, Field Operations, and the Ann Arbor Energy Commission. Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A through E) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. 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.
2. The Committee then may schedule the interviews with the selected firms. The selected firms would then be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 5 members total. The interview shall consist of a presentation of approximately thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The firm will be re-evaluated by the above criteria (A through F) after the interview. After evaluation of the fee proposals, further negotiation with the selected candidate firm will be pursued leading to the award of a contract by City Council.

**SECTION V
APPENDICES**

Appendix A - Legal Status of Proposer

Appendix B - Example Professional Service Agreement with Exhibits

Appendix C – Contract Compliance

Appendix D – Living Wage Compliance Form and Poster

APPENDIX A

LEGAL STATUS OF PROPOSER

(The Proposer shall fill out the appropriate form and strike out the other two.)

* 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.

* A partnership, list all members and the street and mailing address of each:

_____	_____
_____	_____
_____	_____
_____	_____

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal: _____
(Initial Here)

APPENDIX B

AGREEMENT BETWEEN

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

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

a _____ with its address at _____,
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

_____ ("Consultant"), agree as follows:

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

I. DEFINITIONS

A. Administering Department means _____.

B. Contract Administrator means _____ or whomever the Contract Administrator may from time to time designate.

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

D. Project means _____.
Project name; File and Subfile No.

II. DURATION

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

III. SERVICES

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

B. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Consultant shall perform its Services for the Project in compliance with all applicable laws, ordinances and regulations. Unless otherwise noted, the Consultant shall perform its Services in accordance with the City's Public Services Area Standard Specifications.

- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$_____. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
1. Professional liability insurance protecting the Consultant 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. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect to 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 Coverage, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an

additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A.3 and V.A.4 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant 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 Consultant shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C

B. Living Wage. The Consultant agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing Services to the City under this agreement a “living wage,” as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. The Consultant agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

VII. WARRANTIES BY THE CONSULTANT

A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.

C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement.

D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.

B. The City may terminate this agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Consultant access to the Project area and other City owned properties as required to perform the necessary Services under this agreement.

B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

B. The Consultant shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

XI. NOTICE

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may

designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Department, care of the Contract Administrator.

XII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

XIII. CONFLICT OF INTEREST

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

XIV. 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.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and, at the option of the City, be delivered to, the City. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

For Consultant

By _____

For City of Ann Arbor

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

By _____
Stephen K. Postema City Attorney

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Craig Hupy, Interim Public Services Administrator

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT C
FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of

non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract

EXHIBIT D
LIVING WAGE ORDINANCE EXCERPTS

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

APPENDIX C
CONTRACT COMPLIANCE

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
734-794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

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

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

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

Form #2

Name of Company/Organization _____ Date Form Completed _____

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

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

Signature _____

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

APPENDIX D
LIVING WAGE COMPLIANCE

→ RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health care benefits*

\$13.19 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:***

Linda Newton, Procurement Officer
734/794-6576 or lnewton@a2gov.org LW-1

**LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

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

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2010.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax:734/994-1795

