REQUEST FOR PROPOSAL

for

Professional Consulting Engineering Services for the

Stadium Boulevard Reconstruction Project Hutchins to Kipke Drive

RFP-903

Proposal Due Date: June 20, 2014 On, or before, 10:00 a.m. (Local Time)



City of Ann Arbor Procurement Unit City Hall, 301 East Huron Street Ann Arbor, Michigan 48107-8647

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SECTION I GENERAL INFORMATION

A. **OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional consulting engineering services for the:

Stadium Boulevard Reconstruction Project – Hutchins to Kipke Drive

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

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

All questions shall be submitted on or before Wednesday, June 11, 2014 by 3:00 p.m. and should be addresses as follows:

Scope of Work/Proposal Content questions emailed to Michael G. Nearing, P.E., Senior Project Manager at <u>mnearing@a2gov.org</u>

RFP Process and HR Compliance questions to Mark Berryman, Purchasing Manager, at mberryman@a2gov.org

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, 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 received by the Project Management Services Unit on or before Wednesday, June 11, 2014 at 3:00 p.m.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the respondent'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.

Each respondent must in its proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a respondent to receive or acknowledge receipt of any addenda shall not relieve 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

A pre-proposal meeting will be held:

 When: Wednesday, June 4, 2014 at 10:30 a.m. – 12:00 p.m.
Where: Guy C. Larcom Municipal Building, 5th Floor Conference Room 301 East Huron Street Ann Arbor, Michigan 48107

The meeting is <u>not</u> mandatory; however it is highly recommended that consultants attend the meeting. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning this RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the respondent. The proposal must be signed in ink by an official authorized to bind the respondent to its provisions. 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 Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 30 sheets (60 sides), not including required attachments and resumes. 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. The evaluation will be completed by a selection committee comprised of staff from the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, 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 held **July 7 through 11**, **2014**. Applicants 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 respondent'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 of Ann Arbor Customer Service Desk on, or before, **Friday, June 20, 2014 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit in a sealed envelope one (1) original Proposal, three (3) additional Proposal copies, and two (2) copies of the Fee Proposal in a separate sealed envelope marked Fee Proposal. Proposals submitted must be clearly marked:

RFP No. 903 – Stadium Boulevard Reconstruction Project – Hutchins to Kipke Drive and list the Respondent's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor – Procurement Unit c/o Customer Service, 1st Floor 301 East Huron Street P.O. Box 8647 Ann Arbor, MI 48107

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

Hand delivered Proposals must be date/time stamped by the Procurement Unit 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 Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if:

- 1. If the Fee Proposal is not contained within a separate sealed envelope.
- 2. If the Fee Proposal is submitted as part of the digital copy. Provide Fee Proposal in hardcopy only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a respondent'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 standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. The City will not entertain changes to terms and conditions of the standard Professional Services Agreement.

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

I. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance forms.

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations 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. Living Wage forms should be submitted with the proposal

The following forms are attached:

- Contract compliance form to report employment data (Appendix C).
- Living wage declaration form (Appendix B)
- Copy of the current living wage poster (Appendix B).

If Contract Compliance and Living Wage forms are not submitted with the proposal, a respondent will have 24 hours from the City's request to return completed forms.

J. 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, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

K. PROPOSAL PROTEST

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

L. SCHEDULE

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

Activity/Event	Anticipated Date
Pre-Proposal Meeting	June 4, 2014
Written Question Deadline	June 11, 2014 by 3:00 p.m.
Proposal Due Date	June 20, 2014 by 10:00 a.m.
Interview Consultants	July 7 through 11, 2014
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	July 23, 2014
Expected City Council Authorization of PSA	September 2, 2014
PSA Execution, Award and Notice to Proceed	September 8, 2014
Final submittal of Construction Plans, Special Provisions, and Cost Estimate to MDOT for advertisement and bidding of project	Late November 2015*
Bid Opening through MDOT	February 2016

The following is the solicitation schedule for this procurement.

^{*} The actual bid opening date will be as published in the MDOT Local Agency Programs FY 2016 Project Planning Guide

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

Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated

based on the final scope of work and work plan agreed to by the City and the selected firm.

M. IRS FORM W-9

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

N. 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 bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
- 3. The City reserves the right to request additional information from any or all Respondents.
- 4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within 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 respondents 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 Request for Proposals, 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

BACKGROUND

The City of Ann Arbor will be undertaking the design of the reconstruction of E. Stadium Boulevard from Hutchins to Kipke Drive beginning in 2014. It is our intent to begin construction on this project beginning in 2016. As part of the reconstruction, the City desires to improve the pedestrian and aesthetic elements of this corridor and integrate previous design elements from previous projects along East and West Stadium Boulevard performed over the course of the last many years. We also must be sensitive to the many important Ann Arbor Public Schools, University of Michigan, Ann Arbor Golf and Outing, and privately held facilities located immediately adjacent to the project area.

As part of this project, it will be necessary to investigate and design several other improvements to facilitate the requested work. These include, but are not limited to; the continuation of the 8' wide path along the south side of E. Stadium Boulevard from the entrance to the University of Michigan's Golf Course (Blue Course) to S. Main Street; the inclusion of on-street bicycle lanes; the relocation of the mid-block pedestrian crossing just west of the entrance into the Blue Course to a to-be-determined permanent location that facilitates everyday and special event pedestrian traffic; retaining walls as necessary to support the planned improvements and contain them within existing rights-of-way, or within right-of-way to be acquired by the City; the replacement and upsizing of the existing 20" raw water main that exists within the project limits from just west of the entrance to the Blue Course in Stadium Boulevard, westerly along Stadium Boulevard to either Prescott or Hutchins, northerly to Potter Street, and then westerly along Potter Avenue to S. Seventh where it will reconnect with the existing 20" raw water main; the replacement and upsizing of the existing 6" domestic water main within W. Stadium Boulevard from S. Main Street to the westerly project limits; review the existing sanitary sewer services along W. Stadium Boulevard from S. Main Street to the westerly project limits to ensure that each property has its own sanitary sewer service in accordance with current City of Ann Arbor Standards; storm water improvements consistent with the City's approved Storm Water Revolving Fund Plan that include treatment of both first-flush and bank-full rain events; review and improve the existing street lighting consistent with street lighting as previously installed both East and West of the project limits; review the adequacy and placement of the existing traffic signal mast arm and poles at the S. Main/Stadium Boulevard intersection to ensure that they are both functional and appropriate given the revised geometrics that will be created at this intersection; site specific landscaping and restoration; and other miscellaneous improvements not specifically mentioned herein.

As part of the E. Stadium Boulevard Bridges Replacement Project, the horizontal and vertical alignment of E. Stadium Boulevard from Kipke Drive to S. Main Street was designed and accepted. This design is considered the preferred alignment from Kipke Drive westerly to S. Main Street and is the basis on which the project's design will proceed. However, given the need to add on-street bikelanes west of S. Main Street and possible travel lane alignment issues through the intersection itself, the geometrics of the S. Main/Stadium Boulevard intersection will

need to be re-examined. It is possible that revisions will be made to the final horizontal and vertical alignment of the roadway in this area.

In order to fund the improvements, the City of Ann Arbor will receive Federal STPU and NHPP funds in the amount of \$1,792,002 in FY 16 and \$800,000 in FY 17 for the roadway reconstruction portion of the project. We also have internal funding sources to fund the various elements of the project's construction including \$1,840,000 in water funds, \$945,000 in storm water funding, and \$3,281,600 in City of Ann Arbor Street Funding currently budgeted to fund the City's share of the project expenses.

SCOPE OF WORK

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

We are now seeking proposals from qualified professional engineering consulting firms to provide the necessary design services for the preparation of plans and specifications to competitively bid and construct these improvements.

In general, the following items will need to be addressed by the consulting firm in accordance with Section III of this request and the project schedule detailed in Sub-section L.

- 1. The Lead Consultant shall manage all aspects of the project design up to the award of the construction contract for the project. This includes, but is not limited to; managing all aspects of the project, including the work and work product of all sub-consultants and project coordination with all affected agencies. The Project Manager must ensure the timely and cost-effective delivery of the project design, as well as provide oversight and review of all project deliverables. The Project Manager will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are seamless, detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor and the Michigan Department of Transportation.
- 2. Consultant shall propose and devise public awareness and involvement strategies throughout the course of the design of the project, including, but not limited to; public meetings; stakeholder meetings; project website; citizens advisory committee, informational flyers; emails; mass mailings; and, other information sharing techniques as proposed by the Consultant team. The Consultant must effectively communicate the purpose and the benefits of the project with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies. This requires the services of a professional(s) experienced in the preparation and execution of communications plans and making presentations to various groups.
- 3. Prepare a complete, detailed, ground survey of the entire construction influence area. This may be augmented by aerial photography, however, aerial photography will not be the primary tool in developing the topographic survey for the project. The Consultant shall, at a minimum, provide the following items in their proposed scope of work; locate all trees 6" in diameter or greater and provide the genus, cultivar (if applicable), and health breakdown;

locate all cultural featues within the requested survey boundaries; provide a survey with 1' contour intervals; locate all "breaklines" and other features as necessary to develop accurate contours; provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas; provide all survey work to national map accuracy standards; <u>establish and define</u> the existing Right-of-Way of Stadium Boulevard and S. Main Street, as well as all intersecting cross-streets that are affected by the project; coordinate with City of Ann Arbor personnel such that the appropriate title work and appraisals can be obtained for the purposes of right-of-way and grading permit acquisition (the City of Ann Arbor will obtain the needed title work and appraisals required for the project); locate all existing property irons and monuments within the survey limits; and, locate existing public and private utilities. All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual. The Consultant shall complete and submit the City's review and approval.

- 4. Establishment of all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and if Special Provisions will be required to the satisfactorily detail and describe the work. The City of Ann Arbor currently has a library of Special Provisions that can be used and will form the nucleus of the specifications to be utilized as part of this project. The chosen consultant will responsible for reviewing and updating these special provisions, if necessary to ensure that they are relevant and accurately reflect all proposed work of this contract.
- 5. The Consultant(s) shall also prepare all necessary permit applications (including all required supporting materials) from all approving agencies including, but not limited to, the MDEQ, MDNRE, and Washtenaw County Water Resources Commission (WCWRC.)
- 6. Perform a life-cycle cost analysis for the purposes of determining if a Portland Cement or a Hot-mix Asphalt pavement cross-section is the most cost-effective within the project limits from the S. Main Street/Stadium Boulevard intersection (and all turning lanes) easterly to the concrete pavement terminus at the westerly end of the E. Stadium Boulevard Bridges Replacement Project.
- 7. At least two retaining walls will be required for this project. Retaining walls will be required along the Ann Arbor Golf and Outing property located at the southeast corner of the Stadium Boulevard/S. Main Street intersection in order to construct the planned 8'wide path along the southerly side of roadway. In order to minimize the taking of land in this area, the City of Ann Arbor desires to construct retaining walls that are capable of supporting the retained soil without the use of soil anchors, geogrid, or other elements that would require obtaining additional right-of-way. One example of a retaining wall system of this nature is located along Huron Parkway near the Huron Hills Golf Course. The Consultant shall be prepared to design such a wall system to be used on this project. Further, different retaining wall systems may be used and/or required in different locations of the project. The selection criteria shall be based on aesthetics, constructability, and/or cost. Finally, based on the chosen retaining

wall system(s), different colors, textures, geometric patterns, etc. shall be sketched and illustrated for comparison purposes in order to assist in making the final choice of a retaining wall system for a given location.

- 8. Identify potential limits on construction methods and practices (such as identifying potential staging areas, limits of where construction activity can, or cannot, occur in the surrounding area, University of Michigan property that is "off-limits" to the Contractor, roads/bridges that are not to be used by the contractor, etc.).
- 9. Review and evaluate existing storm water drainage systems and options for on-site storm water detention and/or water quality improvement. The chosen Consultant shall design the storm water facilities to accommodate first-flush and bank-full rain events in accordance with the City's accepted Storm Water Revolving Fund Plan. Excerpts of this plan and preliminary storm water management concepts can be found in Attachment "G".
- 10. Perform a complete, detailed, geotechnical evaluation and analysis to determine the properties of the existing soils throughout the construction influence area for the purposes of evaluating all sub-surface soil conditions for designing either HMA or concrete pavements, retaining walls, underground storm water detention or infiltration facilities, and all other project elements. The Consultant shall be aware that a former gas station with a leaking underground storage tank exists at the northwest corner of S. Main Street and Stadium Boulevard. We are uncertain if this site has been remediated. During the reconstruction of S. Main Street from Stadium Boulevard northerly in 1996, contaminated soils were found to exist that contained BTEX compounds. These soils were required to be disposed of off-site at a Type II Landfill. Also, the proposed water main installed in this area required the use of gaskets resistant to hydrocarbons. It is expected that hydrocarbon-contaminated soils will be found within the project limits in this area again and that the proposed water mains in this area will require special measures to ensure their proper long-term function.

The geotechnical evaluation shall provide, at a minimum; estimates of the soil's resilient modulus of subgrade reaction (M_r) throughout the project limits and on the affected side streets; estimates of the soil's permeability and infiltration capacity to be used in the design of storm water systems; determination of existing ground water elevations; investigation of the location and amount of hydrocarbon contaminated soils; suitability of the existing soils for grading and earth-balancing purposes; and any other information that the Consultant believes is necessary to effectively design and detail the project.

11. Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. This includes the evaluation and recommendation as to the adequacy of existing public utilities including sanitary and storm sewers, water mains, and the possible need for utility expansion and/or renovation. Obtain record drawings from the private utility companies. Coordinate all aspects of the proposed work with the private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design, or relocation, of utilities, roadways, retaining walls, and the like, test holes shall be dug to determine the precise location, both horizontally and vertically, of these points. The Consultant shall arrange for these test holes to be dug and shall make

arrangements to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.

- 12. All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales shall be approved by the City of Ann Arbor Project Management Services Unit. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). The City is using AutoCAD 2013 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes. The City of Ann Arbor shall be provided with one portable flash drive containing all drawings, specifications, and cost estimates upon completion of the project's design.
- 13. Obtain two-way traffic counts and breakdown of traffic type throughout the project corridor in order to properly design the roadway structure. Also, obtain manual turning movement counts at each intersection in the AM and PM peak periods for the purposes of evaluating traffic queing lengths in each travel lane, re-distribution of traffic on potential detour routes, and other related work.
- 14. Provide geometric designs for the main line roadways and the intersecting streets in accordance with all AASHTO, City of Ann Arbor, and MDOT Standards. It is expected that the current proposed alignment and typical cross-sections as shown in Attachment "H" will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design.
- 15. It is desired that two lanes of traffic (one lane in each direction along Stadium Boulevard) be maintained throughout the project limits at all times. It is anticipated that due to needed utility construction, construction staging, and other concerns, that it will not be possible to effectively maintain two lanes of traffic either along Stadium Boulevard or S. Main Street at all times throughout the project. Consequently, we are requesting the Consultant review and consider this possibility in the preparation of their proposal. Should it be determined that it is not possible to maintain traffic as desired by the City, it will then be necessary to analyze and evaluate potential detour routes. The Consultant shall perform an operational analysis of E. Stadium Boulevard and S. Main Street and potential detour routes using Highway Capacity Manual methods. It is also requested that the detour routes be modeled using computer modeling software such as SIMTRAFFIC or other programs. It is to be expected that several iterations of modeling and variations of detour routes will be examined. The final detour route, if its use is required, shall be optimized in order to provide the optimum traffic flow while maintaining pedestrian accessibility during construction.

The proposed closure of any streets must be approved by the City prior to traffic maintenance plans being prepared and developed.

The Consultant shall prepare complete, detailed, and accurate traffic control plans to construct the project based on the optimized detour route(s).

16. The Consultant shall prepare and analyze the needed construction critical path schedule for the proposed work of the project. Based upon the critical path of the project and how the proposed construction could impact University of Michigan home football game and special event traffic within the corridor, it may be necessary to construct the project over multiple construction seasons, specify intermediate completion dates, specify special construction phasing/staging requirements, or implement other strategies such that travel along the corridor is not unnecessarily impacted. The Consultant shall propose for the review and approval of the City, and relevant project stakeholders, a construction strategy(ies) that best serves the needs of all users of the corridor.

- 17. Prepare pavement marking and permanent signing plans to ensure safety of motorists and pedestrians. This shall include the re-striping of any streets affected by project detour routes.
- 18. Prepare visual aids and attend at least five public meetings to coordinate the design of the project with other City Departments, City Council, and other formal and informal committees.
- 19. Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor Public Services Area and MDOT in order to satisfactorily complete the project.
- 20. Provide the design of retaining walls, railings, barriers, and guardrails, as necessary, to construct the planned roadway and path alignments.
- 21. Prepare all plans necessary to meet pertinent City of Ann Arbor requirements. For example, Natural Features Protection Plans; Soil Erosion and Sediment Control Plans; Grading; Landscaping; and Planting plans and all other plans needed to satisfy city ordinances, codes, best management practices, and the like. These requirements can be found in Chapters 57 and 60 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other MDOT standard practices.
- 22. Prepare rendered drawings in order to illustrate the chosen design concept and overall depiction of the project in its finished state. This shall include, at a minimum, a 24" x 36" overall site plan; elevation and section views of the proposed sidewalks and retaining walls at key locations along the Ann Arbor Golf and Outing property, the Blue Course, Michigan Stadium, the Crisler Center, and Ann Arbor Pioneer High School.
- 23. Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding recordable, exhibit drawings in an 8¹/₂" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.
- 24. Coordinate all elements of the design with all affected parties, including, but not limited to; FHWA; MDOT; MDEQ; various City Departments; University of Michigan; private utility companies; other formal and informal committees; and, the public in general.
- 25. Schedule and chair design progress meetings to be held on a bi-monthly basis. This is to include a design kick-off meeting in which all affected parties to the design will be contacted

and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings.

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

Design Details

In general, the Consultant shall prepare to City of Ann Arbor Standards plan and profile sheets at a horizontal scale of 1"=20' and a vertical scale of 1=2' for all work. This shall include, but not be limited to, water main, sewer, and roadway plans. Other plans, such as retaining wall plans, sections, and elevations; traffic control drawings; intersection enlargement plans; typical cross-sections, cross-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 the major or critical elements of the work:

1.	Design Speed:	It is expected that the currently proposed roadway alignment between S. Main Street and Kipke Drive will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design. E. Stadium Boulevard: 40 mph.
2.	Design Vehicle:	WB-40 (unless otherwise directed)
3.	Horizontal Alignment:	The proposed horizontal alignment(s) shall follow those as shown in Attachment "H". It is expected that the currently proposed alignment will be reviewed, evaluated, and adjusted,

4. Vertical Alignment: Minimum longitudinal grade shall be 1.0%. Maximum longitudinal grade shall be 5%. The proposed vertical alignment(s) shall follow those as shown in Attachment "H". It is expected that the currently proposed alignments will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design.

if needed, in order to obtain the optimal final design.

- 5. Typical Cross-Sections: The typical cross-section(s) shall follow those as shown in Exhibit "I". It is expected that the currently proposed crosssections will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design.
- 6. Drainage: Provide enclosed conduit drainage systems and other elements in keeping with the City's approved Storm Water Revolving Fund Plan. All drainage systems shall be designed and/or evaluated to contain and process first-flush and bank-full rain events or as otherwise required by the City of Ann Arbor.

7.	General Design	Incorporate the AASHTO Policy on Geometric Design of
	Standards:	Highways and Streets (2011); the MDOT Design Guide; 2012
		MDOT Standard Specifications for Construction; MDEQ
		Permitting regulations; ADA accessibility standards; the City of
		Ann Arbor Code of Ordinances; and the City of Ann Arbor
		Public Services Department Standard Specifications (current
		edition).

- 8. Roadway Width(s): The number of lanes, intersection configurations, and width of lanes shall follow those as shown in Attachment "I". However, it is expected that these proposed sections may be revised multiple times based on comments received from the University of Michigan, citizen input, or Right-of-Way considerations. The Consultant shall provide the necessary resources to accommodate the required revisions.
- 9. Water Main(s), Sanitary Sewer(s), and Storm Sewer(s):
 9. Water Main(s), and Storm Sewer(s):
 11. The design of any proposed or relocated facility shall be designed in accordance with the City of Ann Arbor, Public Services Area Standard Specifications and as directed by the City.

A proposed 30", ductile iron, raw water main shall be designed which runs from the recently constructed 30" raw water main just west of the entrance of the Blue Course to the existing 20" raw water main located at the intersection of S. Seventh Street and Potter Avenue. Please see Attachment "J" for the proposed routing and routing options associated with this water main. The design of this main must be sensitive to its location and will require off-hours tie-in periods and have seasonal restrictions regarding its shutdown.

10. Intersection Enlargement Plans: All roadway intersections shall be detailed to include roadway centerline elevations, curb elevations as measured at the edge of metal, roadway longitudinal and transverse grades, sidewalk and sidewalk ramp spot elevations, and longitudinal and transverse grades, any other large miscellaneous paved areas, and other areas as directed by the City. These drawings shall be drawn at scales as approved by the City, but in no case shall they be smaller than 1'' = 10'.

These drawings shall take into consideration the effects of "part-width" construction and shall be adequately dimensioned to allow key elevations, or dimensions, to be obtained without calculation.

Please see Attachment "K" for a sample of a Typical

Intersection Enlargement Plan.

- Soil Erosion, Grading, Tree
 Planting, Natural Features Protection Plans, and other miscellaneous Plans:
 These plans shall be prepared in accordance with the appropriate Chapters of the City of Ann Arbor Code of Ordinances, and as approved by the Project Manager and/or the appropriate City Departments.
- 12. Soil Investigation: The Consultant shall employ a qualified geotechnical engineer to perform a detailed, comprehensive, soil investigation, the cost of which shall be detailed separately in the proposal. Soil borings shall be taken at frequencies as determined by the Consultant, and as agreed to by the City, all as necessary to ensure an adequate representation of site soil conditions.

The Consultant shall prepare a soil boring plan which details the location and depth of each soil boring planned to be taken. In general, it is expected that one boring will be taken in future and existing lanes of roadway, at 200 foot intervals. The depth of all soil borings shall be approved by the City. Where retaining walls are to be installed, the Consultant shall propose, for City approval, soil boring locations and depths sufficient to properly design these structures. All soil borings shall be performed to a depth of at least 5' below any proposed structure or utility.

Based on the soil investigation, the Consultant shall provide the City with recommendations as to the proper remediation of deleterious soils if encountered, by specifying suggested corrective measures which are then to be incorporated into the Contract Documents as work items. In addition, the Consultant shall perform site earth work calculations and investigations to determine whether the site earth work "balances". This includes analysis of any portion, or phase, of the construction when multiple phases are proposed.

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 3 working days in advance of any underground activities. The costs associated with providing traffic control plans and obtaining the necessary permits, **shall be included in the proposal.** The City of Ann Arbor will waive the City of Ann Arbor permit fees associated with this work.

All findings as produced as part of the soil investigation shall be provided in a bound report and made available for review and comment by the City. The geotechnical sub-consultant shall be available to discuss in detail the report and its findings and respond to written comments regarding the report.

- 14. Pavement Structural Design: The pavements shall be designed in accordance with the "Guide for Design of Pavement Structures" as published by AASHTO and the City of Ann Arbor Design Standards. The pavements shall be designed for a service life of 20 years. Concrete and asphalt pavements shall be analyzed. A life-cycle cost analysis shall be prepared that determines the overall lowest life-cycle cost pavement.
- 15. Contract The Consultant shall be responsible for the preparation of a complete set of Contract Documents and all required Specifications meeting the complete satisfaction of the City of Ann Arbor and MDOT.

This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and if Special Provisions will be required to satisfactorily detail and describe the work. The City of Ann Arbor currently has a library of Special Provisions that can be used and will form the nucleus of the specifications to be utilized as part of this project. The chosen consultant will responsible for reviewing and updating these special provisions, if necessary to ensure that they are relevant and accurately reflect all proposed work of this contract.

16. Maintenance of Traffic: The construction of the roadways and utilities associated with this project will be performed under traffic. Provide construction signing plans and detour plans that meet all requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor. The traffic control plans shall ensure the efficient, safe, and orderly maintenance of vehicular and pedestrian traffic throughout the project and around the construction staging areas.

> A minimum of one lane of vehicular traffic in each direction shall be maintained along Stadium Boulevard within the limits

of construction at all times. Pedestrian traffic along one side of the roadway and access to all properties shall be maintained at all times. Work restrictions will be required for the Ann Arbor Street Art Fairs, University of Michigan events such as home football and basketball games, commencement exercises, and other events. The construction operations must be carefully considered during the preparation of these plans.

The Consultant shall be aware that traffic counts exist within the project vicinity, but are dated. As a result, the Consultant shall provide the necessary resources to obtain all needed vehicular and pedestrian traffic counts along Stadium Boulevard, Main Street, and all other streets that will be used as part of the project detour route such that accurate models and simulations can be created and studied. This shall include manual turning movement counts and pedestrian counts along Stadium Boulevard.

- 17. Right-of-Way Requirements: Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding exhibit drawings in recordable, 8½" x 11" format, as required and directed by the City. It is expected that permanent right-of-way and temporary grading permits will be required on the Ann Arbor Golf and Outing Property. Other permanent right-ofway or temporary grading permits may be required at other properties adjacent to the project and will be determined as the project's design progresses.
- 18. Coordination of Design: The Consultant shall coordinate all elements of the design with all affected parties, including, but not limited to; FHWA, MDOT, MDEQ, various City Departments, University of Michigan, Private Utility Companies, other formal and informal committees, and the public in general.
- 19Bi-monthly
ProgressSchedule and chair design progress meetings to be held on a bi-
monthly basis. This is to include a design kick-off meeting in
which all parties affected by the design and construction of the
project are invited to attend. Prepare and distribute meeting
minutes for all progress and coordination meetings.

INFORMATION AVAILABLE

Record drawings of the existing bridge structures, biennial bridge inspection reports for each structure, retaining walls, surrounding roadway improvements, and previous utility construction projects are available for review and copying.

Record drawings of the existing public underground utilities including storm and sanitary sewers within the limits of the project are available for review. Quarter Section drawings detailing the locations of the existing water mains in and around the project area along with water main break histories are available for review as well. In addition, some soil boring logs and ground water monitoring information are also available for the area surrounding the project as well.

SECTION III MINIMUM INFORMATION REQUIRED

Respondents should organize Proposals into the following Sections:

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

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

A. Professional Qualifications - 15 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, including all subconsultants. Qualifications and capabilities of any subconsultants must also be included.
- 3. State history of the firm, in terms of length of existence, types of services provided, etc.. Identify the technical details which make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects - 20 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in 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 required with this section. A complete list

of client references must be provided for similar projects recently completed. It shall including the firm/agency name, address, telephone number, project title, and contact person is required.

C. Proposed Work Plan - 50 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 define resources needed for each task (title and individual person-hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

- 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 all proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

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

D. Fee Proposal - 15 points

- 1. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
- 2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the <u>required</u> City/Consultant agreement form is included as Attachment A in Section IV of this RFP.

E. <u>Authorized Negotiator</u>

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

F. Attachments

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.

G. Proposal Evaluation

- 1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C, based on 85 points) to select a short-list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.
- 2. The Committee then will schedule the interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation of up to forty-five (35) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (40) 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 firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to 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 consultants 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.

SECTION IV

ATTACHMENT A – SAMPLE CONTRACT

AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and ______

("Consultant") a(n)		
	(State where organized)	(Partnership, Sole Proprietorship, or Corporation)
with its address at		
agree as follows on the	nis day of _	, 20

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

I. DEFINITIONS

Administering Service Area/Unit means ______.

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

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

Project means _____

(Project name; File and Subfile No.)

II. DURATION

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

III. SERVICES

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

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

IV. COMPENSATION OF CONSULTANT

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

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating

assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

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

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

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

VIII. TERMINATION OF AGREEMENT

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. NOTICE

All notices and submissions required under this Agreement shall be 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 301 E. Huron Ann Arbor, Michigan 48107 Attn:

XII. CHOICE OF LAW

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

XIII. OWNERSHIP OF DOCUMENTS

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

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

XIV. CONFLICT OF INTEREST

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

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

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

FOR CONSULTANT

FOR THE CITY OF ANN ARBOR

Ву	By
Its	John Hieftje, Mayor
	By
	Jacqueline Beaudry, City Clerk
	Approved as to substance
	Steven D. Powers, City Administrator
	Craig A. Hupy, P.E., Public Services Administrator
	Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

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

EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- 5. Insurance required under V.A 2 and V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- 6. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT B

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour If the employer provides health care benefits* **\$14.18** 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

Revised 3/2014 Rev.0

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelvemonth 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 <u>company</u> is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____This <u>non-profit agency</u> 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 \$12.70/hour when health care is provided, or no less than \$14.18/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 2014.
- 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

Signature of Authorized Representative

Address, City, State, Zip

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: 734/794-6500

Revised 3/2014 rev.0

LW-2

ATTACHMENT C

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 <u>your contact</u> in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor 734/794-6500

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

Instructions for contractors 4/13

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization Date Form Completed Date Form Completed													
Name and Title of Person Completing this Form								Name of President					
Address								County		Р	hone #		
(Street ad	dress)	3	(City)	<u> </u>	(State)		(Zip)	oouni)_	<u> </u>	Phone # (Area Code)			
Fax#				Ema	ail Address								
(Area Cod													
EMPLOYMENT	DATA					Ne		-					
Job Categories						NU (Report em	ployees	Employe in only one	es e category)				
				Male							male		
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-L
	Α	В	С	D	E	F	G	н	I	J	к	L	A-L
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

1/12

Questions about this form? Call the Procurement Office: (734)794-6576

Form #1

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)

Name of Company/C	Organization								Date	Form Completed	I		
Name and Title of Pe	erson Compl	eting this For	rm	n n n n			Na	ime of Presid	lent	<u></u>			<u> </u>
Address								County_		Pho	ne #	ode)	
(Street add	1949-99-99-99-9 4 -9		(City)		(State)		(Zip)				(Area C	ode)	
Fax#(Area Cod	le)			Ema	ail Address								10 pr 10 pr 10
EMPLOYMENT	DATA												
Job Categories						Nu (Report em	mber of	Employe	es category)				
g				Male		(Report en	pioyees	in only one	category	Fema	ale		
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-L
Energia la sual	A	В	С	D	E	F	G	н	1	J	К	L	A-5
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL									. 704 677				
1/12		Que	estions	about thi	s torm? C	all Procurem	ient Off	ice: (734) /94-657	6			

Form #2

ATTACHMENT D

LEGAL STATUS OF PROPOSER

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

By signing below the authorized representative of the Respondent hereby certifies that:

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 th	e state	of
		_, who	om				_beai	ring	the	title	of
			,	whose	signature	e is af	fixed	to t	his pr	oposal,	is
auth	orized to exec	ute cont	ract on bel	nalf of t	he 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 E

NON-DISCLOSURE AGREEMENT

BETWEEN ______ AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its stormwater, sanitary sewer and water main systems and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, ______ (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the ______.

Therefore, it is agreed this _____ day of ______, 2013:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver's request for:

• Springwater Subdivision Improvements Project

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

- 1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
- 2. is publicly known or later made publicly known by the City; or
- 3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
- 4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

"[Click to Type Applicant Name]"

By: ___

Steven D. Powers

Print Name: <u>"[Click to Type Name]"</u>

Title: City Administrator

Title: <u>"[Click to Type Title]"</u>

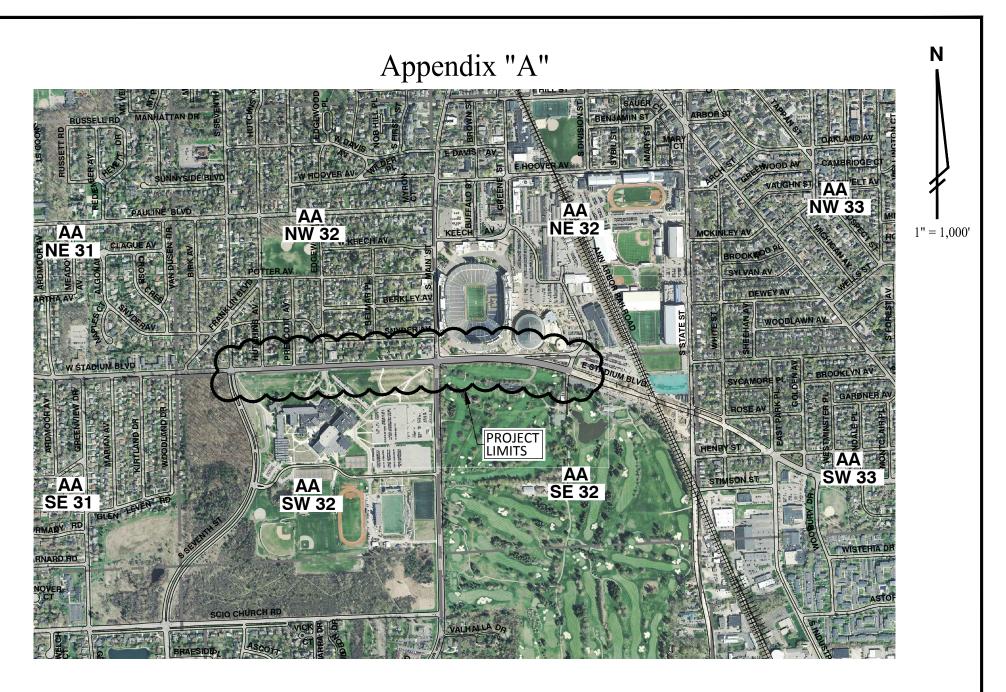
By: _____

Approved as to substance:

Craig A. Hupy, P.E. Public Services Area Administrator

Approved as to form:

Stephen K. Postema City Attorney



STADIUM BOULEVARD RECONSTRUCTION PROJECT



Vicinity Map

Appendix "B"

Stadium (Hutchins to Kipke – Figures 16a and 16b) – This project was included in the 2011 Project Plan amendment. The project is similar to the previously proposed project. The location is bordered by U-M campus, residential property, and Ann Arbor public schools property. It is located within the Allen Creek and Mallett's Creek subwatersheds. The road surface is past its useful lifespan and is in need of repair. Currently, this project is scheduled for 2015 construction.

Porous pavement was considered for this site. Soil conditions in the area are less conducive to infiltration. However, by filtering the stormwater through the porous pavement section, additional storm water quality benefits can be realized prior to connecting to the storm sewer system. Furthermore, storage time in the storage reservoir can help to decrease peak flows from the area. A three (3') deep stone reservoir will be used for storage and will provide approximately 27,000 cft of storage. As an alternative, the City may consider a standard HMA section with a stone reservoir for stormwater storage, filtering and treatment. The stone reservoir would be sized appropriately for the first flush and bankfull volume storage in the voids before going to the storm sewer system. Figure 16a shows the options of porous pavement and/or a subsurface stone reservoir for storage.

As an alternative to this, a "first-flush storm sewer" could be sized and constructed to capture and detain the stormwater runoff (3,300 cf) from the first 0.5-in of rainfall. All catch basins and manholes along this storm sewer would have sumps to capture accumulated sediment. This is shown on Figure 16b.

Detention of the first flush through either a first flush storm sewer or a porous pavement/subsurface stone reservoir will help improve watershed hydrology and downstream conditions by reducing peak flows, particularly those that result in streambank erosion. It is likely that due to the utilities in the road right-of-way, the first flush storm sewer will be the preferred solution. However, this will be verified during final design. The proposed improvement would mitigate stormwater runoff from approximately 2-ac of contributing area. In addition, trees with structural soil would be planted along the Pioneer High School property, which would also reduce the amount of runoff. This is a <u>Principal Alternative</u>.

Other alternatives, such as bioinfiltration, could have been considered. However, due to the narrow right-of-way, private property issues, traffic volumes, and steep slopes along the road corridor, they are not viable alternatives for NPS pollution management.

Alternate B – First Flush Storm Sewer

Total Preliminary Costs	\$1,640,000
Present Worth of Analysis	\$1,242,000

Direct, Indirect, and Irreversible Impacts

The proposed retrofits along Stadium Boulevard are to incorporate BMPs (first flush storm sewer and tree planting or porous/HMA pavement with stone reservoir) into a road reconstruction project. Adverse environmental impacts are expected to be minimal. All construction activities will take place within the Stadium Boulevard right-of-way. The site is not located in or near known floodways, floodplains, wetlands or other sensitive features.

There is no anticipated tree removal or adverse effects on the endangered species or historical cultural resources.

There may be disruptions to road traffic or limits on parking usage during construction. Additionally, this project is near the University of Michigan campus and Pioneer High School. Pedestrian traffic may be temporarily routed around the site for safety. These disruptions will be temporary and will be communicated through project signage.

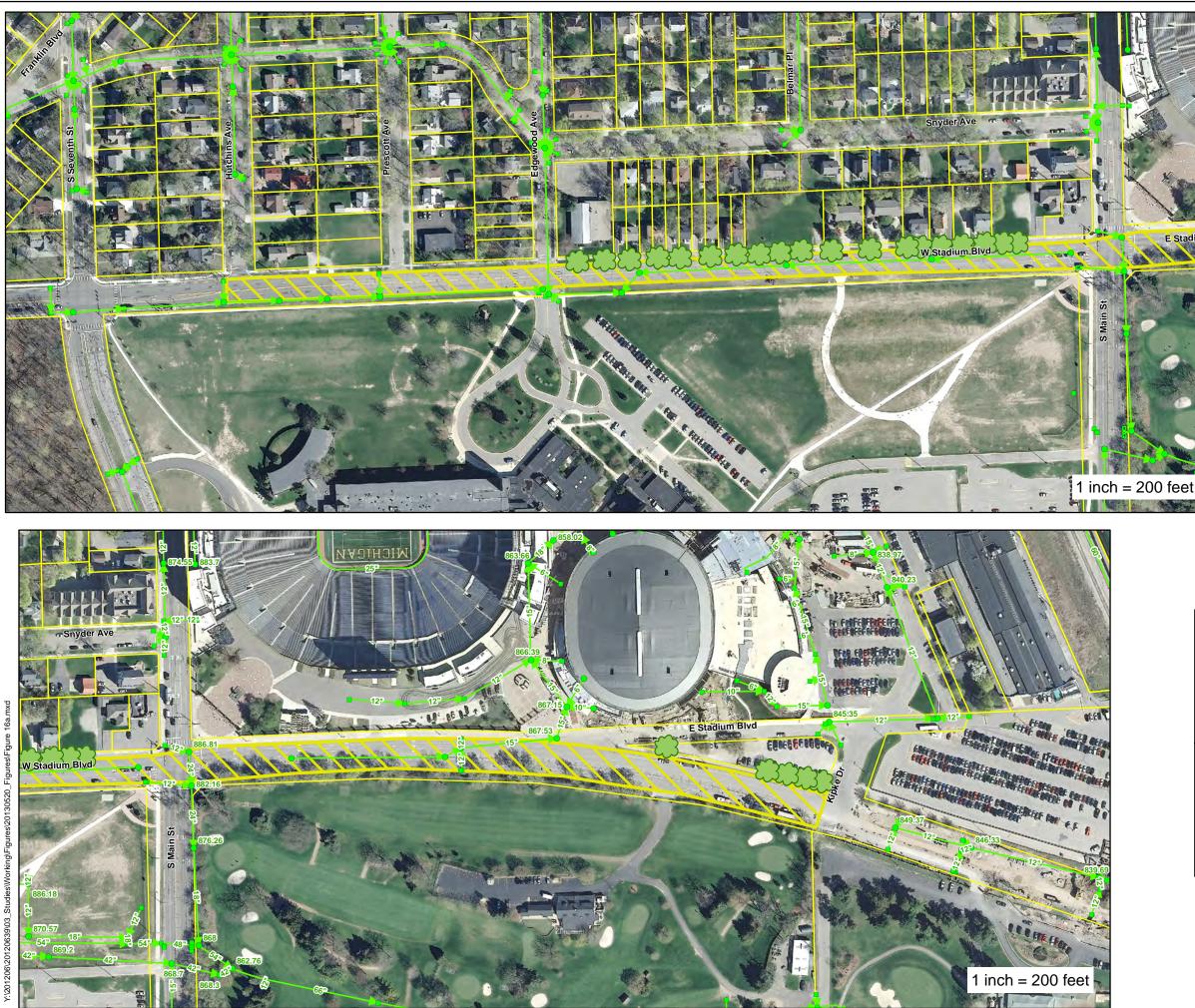




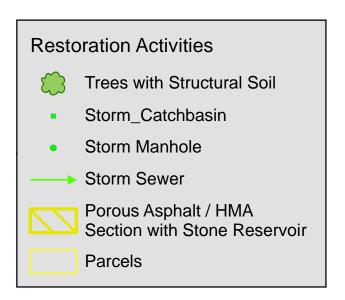
Figure 16a

Proposed Stormwater Improvements

Stadium Blvd. (Hutchins to Kipke) Alternate A - Porous Pavement and/or Subsurface Stone Reservoir

HRGIDD 2013 Project Plan







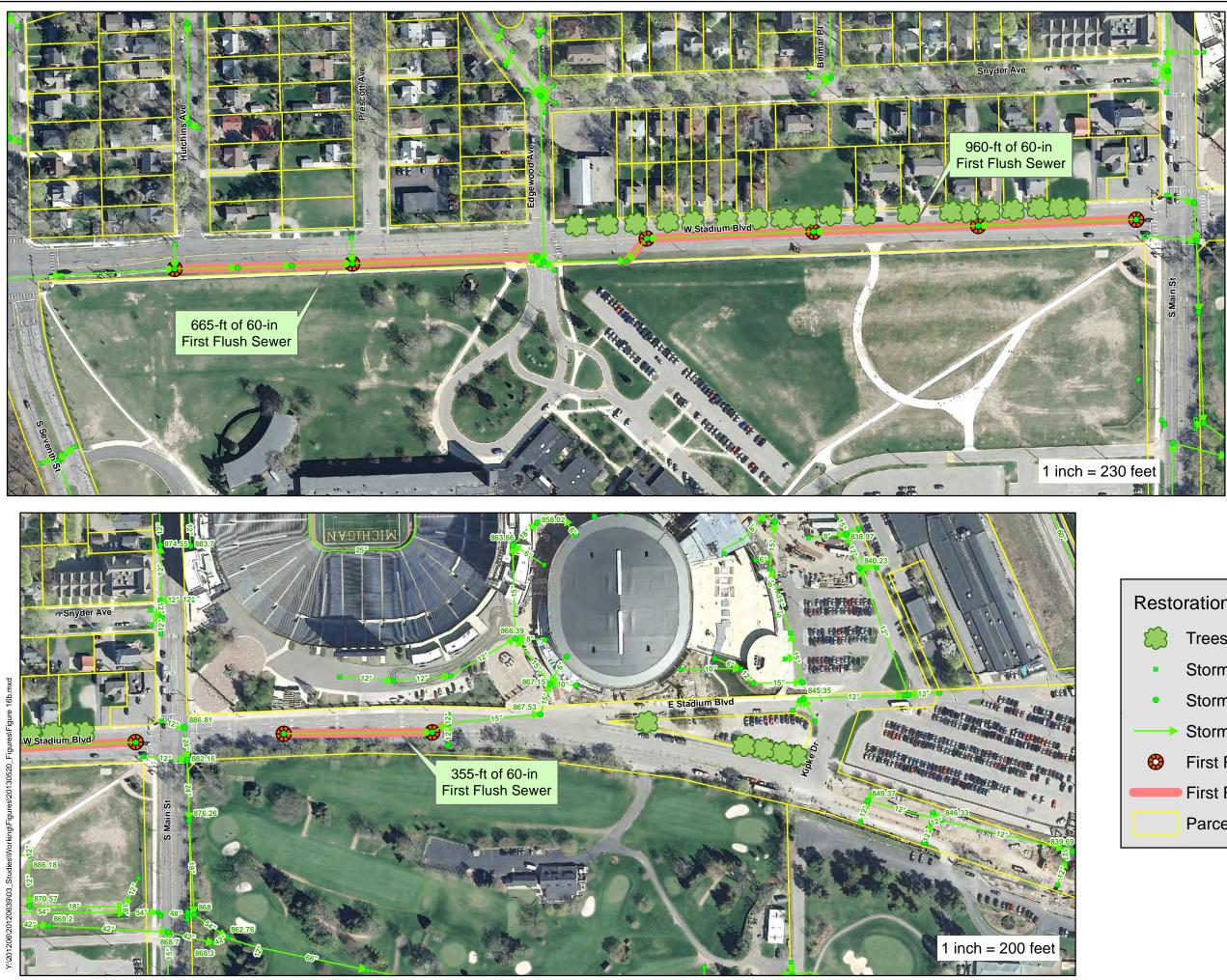


Figure 16b

Proposed Stormwater . Improvements

Stadium Blvd. (Hutchins to Kipke) Alternate B - First Flush Storm Sewer

HRGIDD 2013 Project Plan



Restoration Activities

- Trees with Structural Soil
- Storm_Catchbasin
- Storm Manhole
- Storm Sewer
- First Flush Structure w/ Infiltration Sump
 - First Flush Sewer
 - Parcels



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

Huron River 2013 SRF Project Plan

Stadium Blvd between Hutchins Ave. and Kipke Dr - Alternative A - Porous/HMA with Stone Reservoir Jul-13

				UNIT	
ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization	LS	1	\$30,000	\$30,000
2	Traffic Control	LS	1	\$50,000	\$50,000
3	Erosion Control	LS	1	\$10,000	\$10,000
4	Storm Sewer Improvements	LS	1	\$50,000	\$50,000
5	Tree with Structural Soil	EACH	58	\$1,000	\$58,000
6	Pavement Removal and Replacement - Porous/HMA	SYD	8,000	\$90	\$720,000
7	Restoration	LS	1	\$60,000	\$60,000
	SUBTOTAL				\$978,000
	Construction Contingency (20%)				\$195,600
	TOTAL CONSTRUCTION COST				\$1,173,600
	Engineering and Construction Services (25%)				\$293,400
	Geotechnical Investigation				\$10,000
	Geotechnical Services During Construction				\$40,000
	Financial and Legal (5%)				\$58,700
	ALLOWANCES				
	Easement acquisition costs, if required				\$20,000
	Major utility relocation				\$35,000
	Permit fees, bonds and inspection fees from permitting agencies.				\$15,000
	TOTAL COST				\$1,650,000

Washtenaw County Water Resources Commissioner Huron River 2013 SRF Project Plan Non Point Source Projects

SERVICE **CAPITAL COST** LIFE CAPITAL PRESENT COST⁽¹⁾ WORTH⁽²⁾ (YEARS) Tree Planting \$ 1.209.000.00 \$ 1,650,000.00 50 TOTAL CAPITAL COST \$ 1,650,000.00 \$ 1,209,000.00 INTEREST DURING CONSTRUCTION 33,000.00 \$ Assumes 1 years interest at 2% ANNUAL OPERATION AND MAINTENANCE COST ANNUAL O, M & R COST (NON-ENERGY) \$ 250.00 PRESENT WORTH OF OM&R COST (NON ENERGY) \$ 3,000.00 ANNUAL O, M & R COST (ENERGY) \$ PRESENT WORTH OF OM&R COST (ENERGY) \$ 1,245,000.00 PRESENT WORTH 93,000.00 AVERAGE ANNUAL EQUIVALENT COST \$ Notes: ⁽¹⁾ June 2013 ENR 20 Cities CCI = 9542 $^{(2)}\,$ Cost is based on a study period of 20 years and a discount rate of 4.125%.

Stadium Blvd between Hutchins Ave. and Kipke Dr - Alternative A - Porous/HMA with Stone Reservoir Present Worth Calculations

Present Worth Costs are based on Straight Line Depreciation and no inflation.

⁽³⁾ BMPs expected to last 50 years if properly maintained.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

Huron River 2013 SRF Project Plan

Stadium Blvd between Hutchins Ave. and Kipke Dr - Alternative B - First Flush Storm Sewer Jul-13

				UNIT	
ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization (5%)	LS	1	\$30,000	\$30,000
2	Traffic Control	LS	1	\$50,000	\$50,000
3	Erosion Control	LS	1	\$10,000	\$10,000
4	First Flush Sewer, 60" RCP	FT	1,980	\$200	\$396,000
5	First Flush Manhole, 72" DIA with infiltration sump	EACH	8	\$7,500	\$60,000
6	Tree with Structural Soil	EACH	33	\$1,600	\$52,800
7	Pavement Remove and Replace	SYD	8,000	\$40	\$320,000
8	Restoration	LS	1	\$60,000	\$60,000
	SUBTOTAL				\$978,800
	Construction Contingency (20%)				\$195,800
	TOTAL CONSTRUCTION COST				\$1,174,600
	Engineering and Construction Services (25%)				\$293,700
	Geotechnical Investigation				\$10,000
	Geotechnical Services During Construction				\$40,000
	Financial and Legal (5%)				\$58,700
	ALLOWANCES				
	Easement acquisition costs, if required				\$20,000
	Major utility relocation				\$25,000
	Permit fees, bonds and inspection fees from permitting agencies.				\$15,000
	TOTAL COST				\$1,640,000

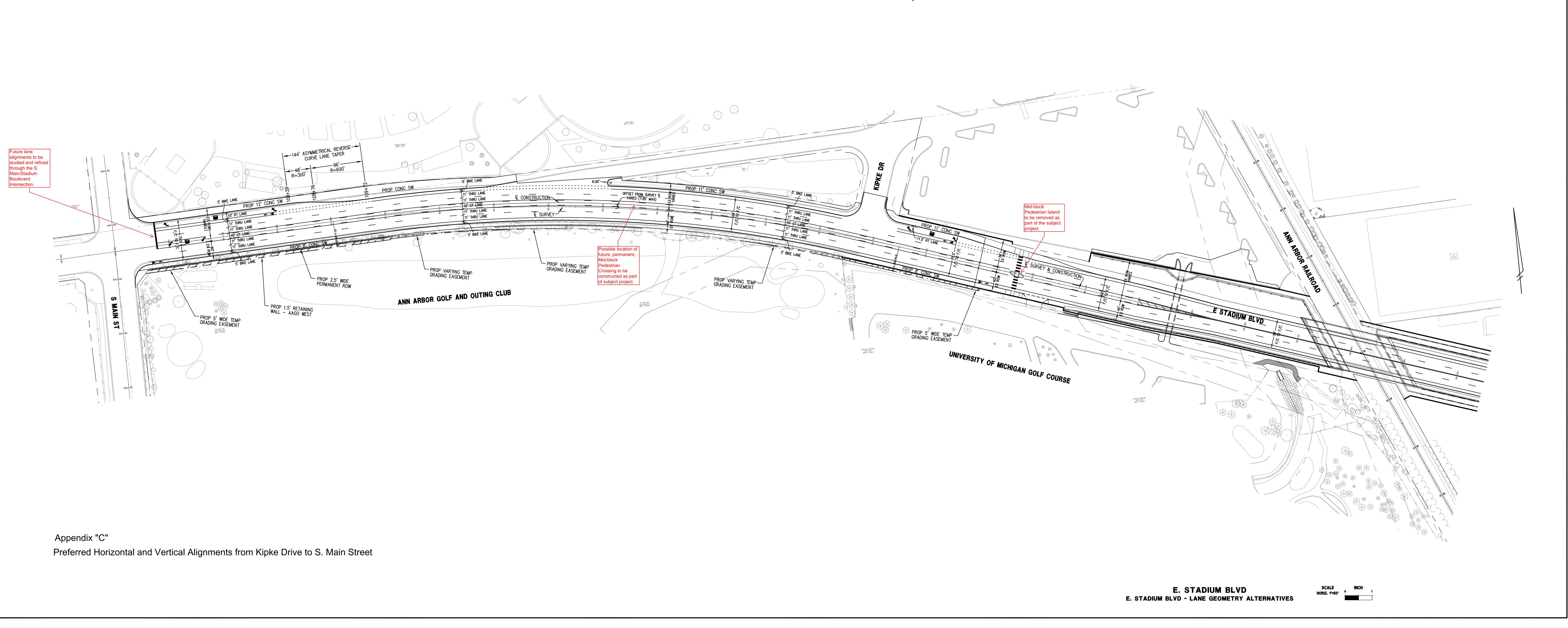
Washtenaw County Water Resources Commissioner Huron River 2013 SRF Project Plan Non Point Source Projects

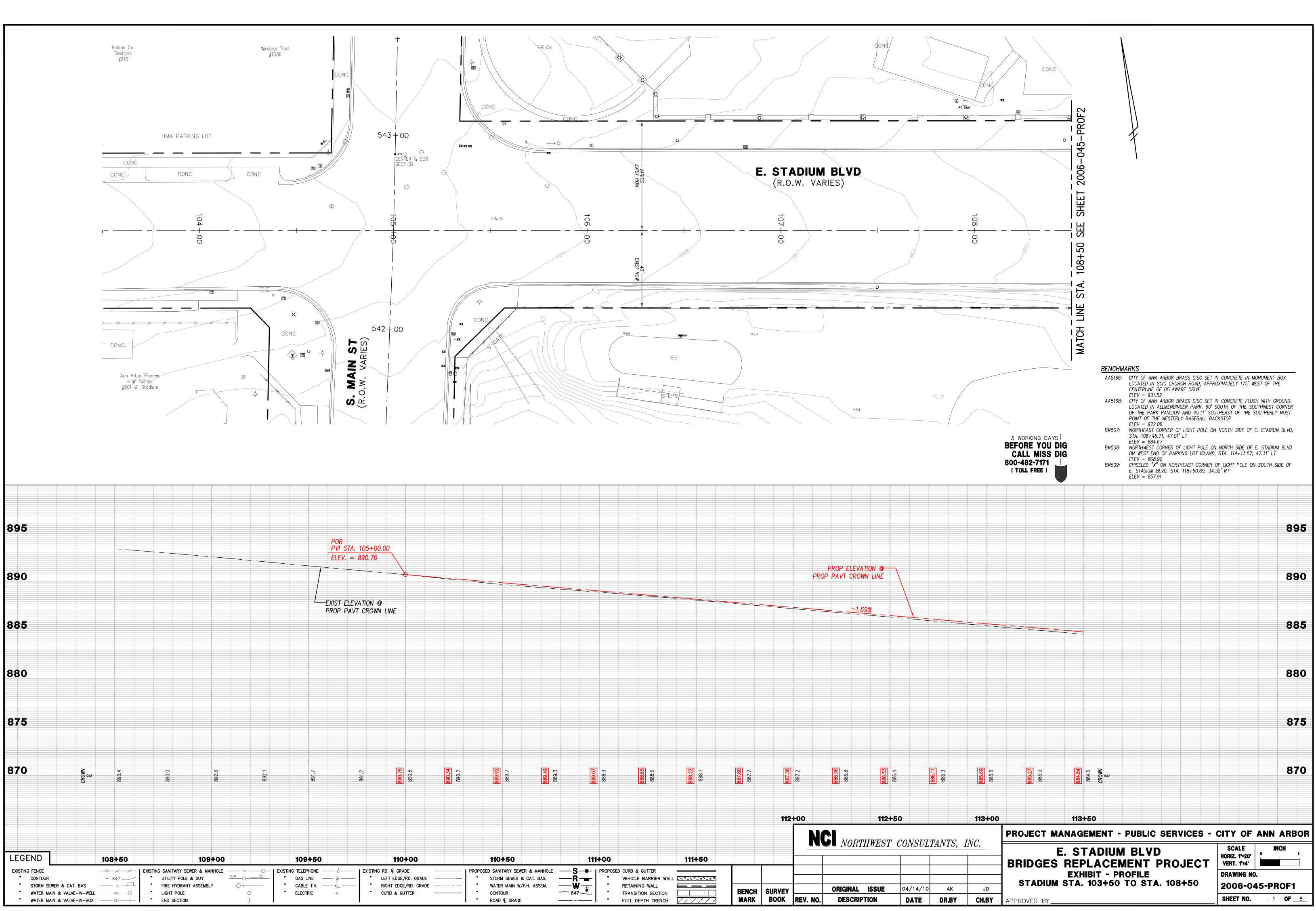
Stadium Blvd between Hutchins Ave. and Kipke Dr - Alternative B - First Flush Storm Sewer Present Worth Calculations

CADITAL COST			CI	EDVICE		
CAPITAL COST		CAPITAL	21	ERVICE LIFE		PRESENT
		COST ⁽¹⁾	(3			WORTH ⁽²⁾
Stadium Blvd Improvements	¢	1,640,000.00	(:	YEARS) 50	¢	1,202,000.00
Statium Bive improvements	φ	1,040,000.00		50	φ	1,202,000.00
TOTAL CAPITAL COST	\$	1,640,000.00			\$	1,202,000.00
INTEREST DURING CONSTRUCTION					\$	33,000.00
Assumes 1 years interest at 2%						
ANNUAL OPERATION AND MAINTENANCE COST						
ANNUAL O, M & R COST (NON-ENERGY)			\$	500.00		
PRESENT WORTH OF OM&R COST (NON ENERGY)					\$	7,000.00
ANNUAL O, M & R COST (ENERGY)			\$	-		
PRESENT WORTH OF OM&R COST (ENERGY)						
PRESENT WORTH					\$	1,242,000.00
AVERAGE ANNUAL EQUIVALENT COST					\$	92,000.00
Notes:						
⁽¹⁾ June 2013 ENR 20 Cities CCI = 9542						
⁽²⁾ Cost is based on a study period of 20 years and a disco	unt	rate of 4.125%.				
Dresont Worth Costs are based on Streight Line Denres						

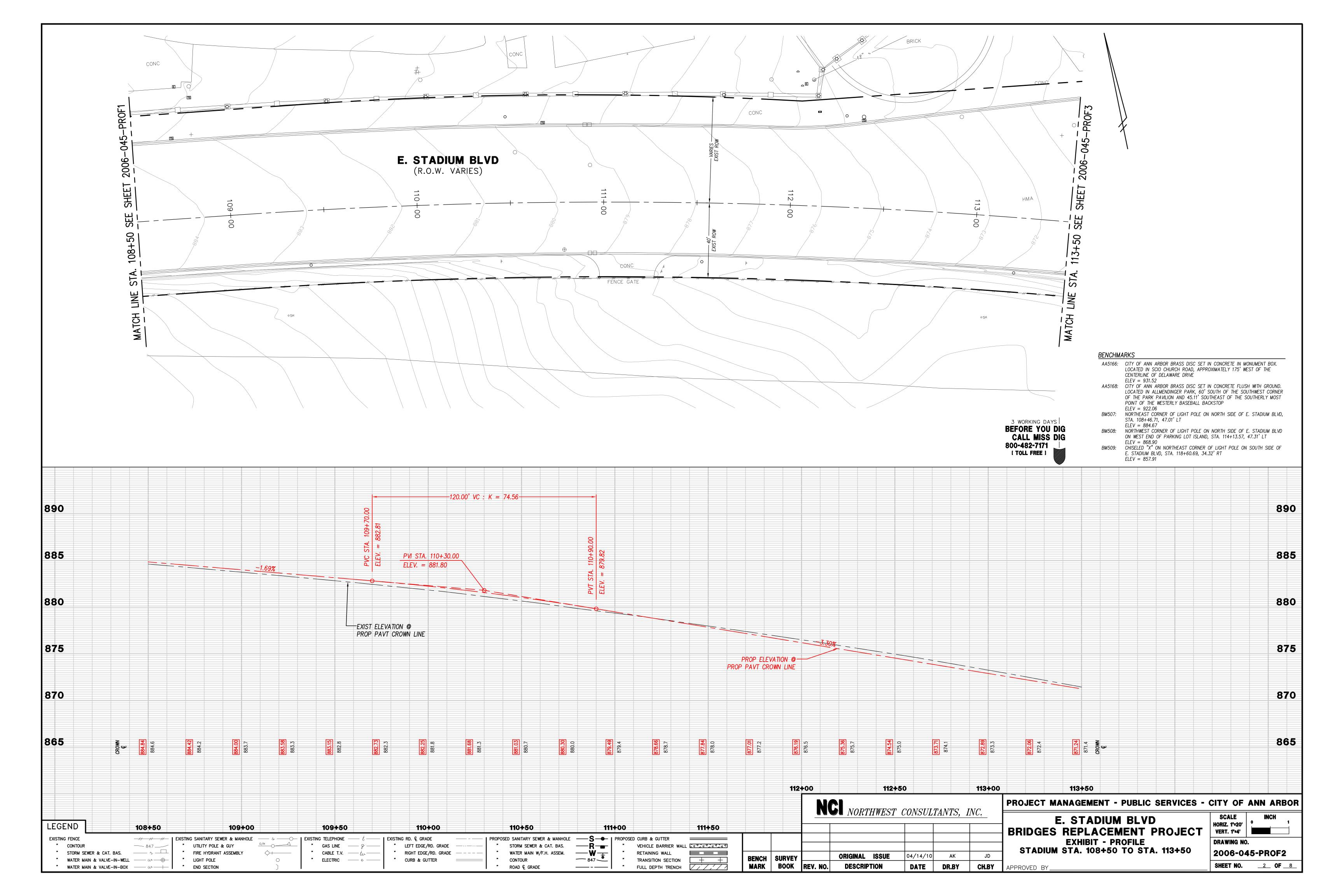
Present Worth Costs are based on Straight Line Depreciation and no inflation.

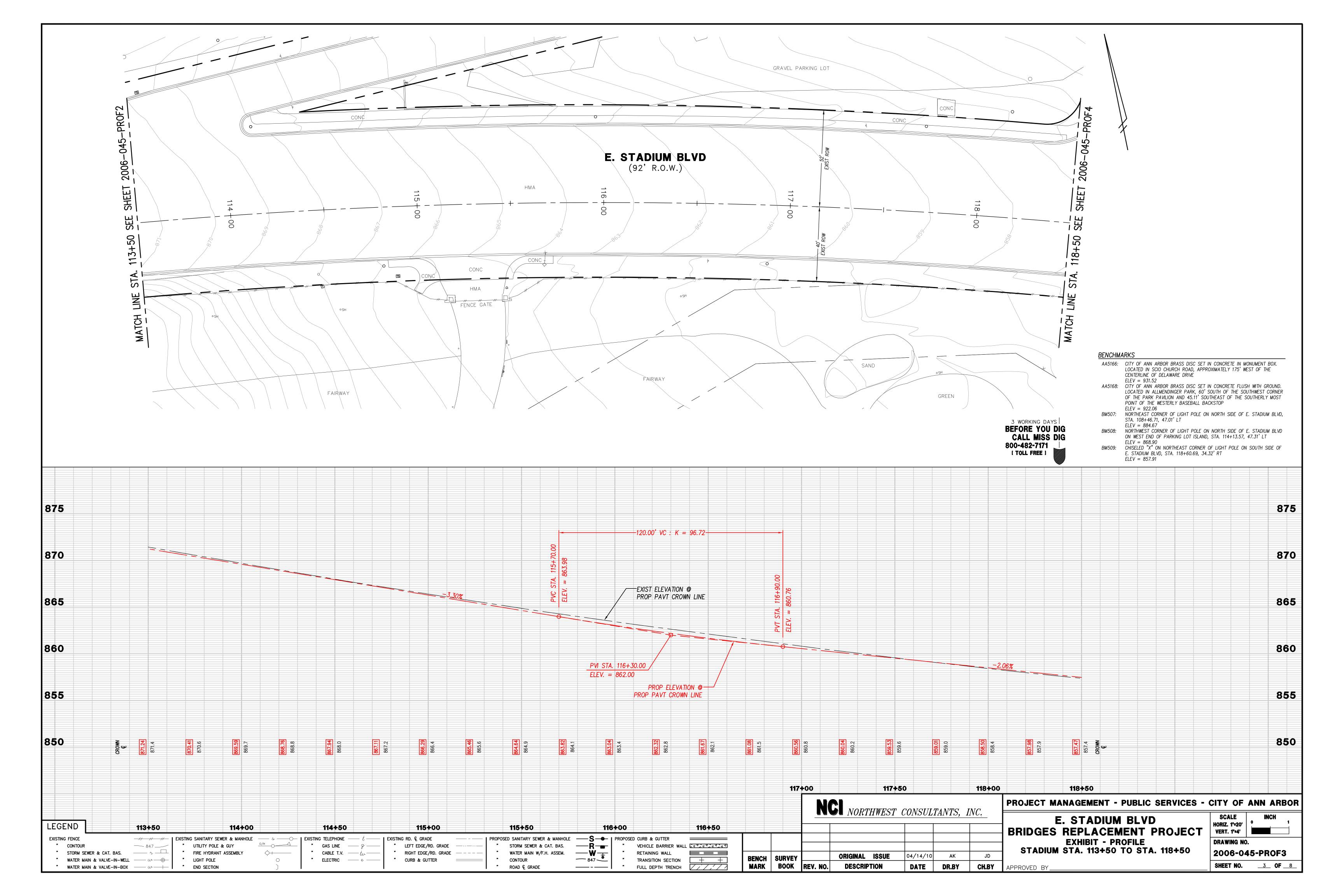
⁽³⁾ BMPs expected to last 50 years if properly maintained.

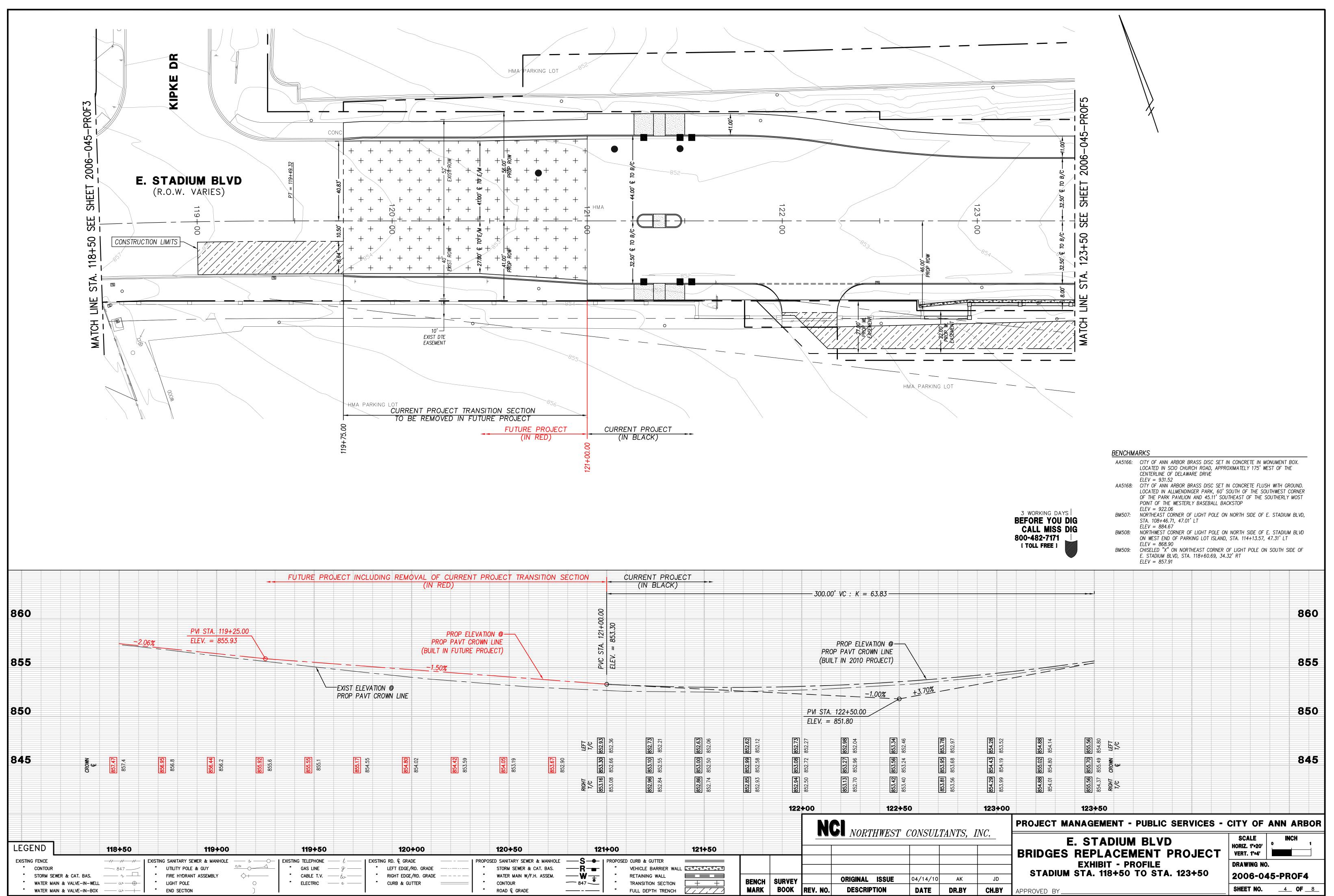




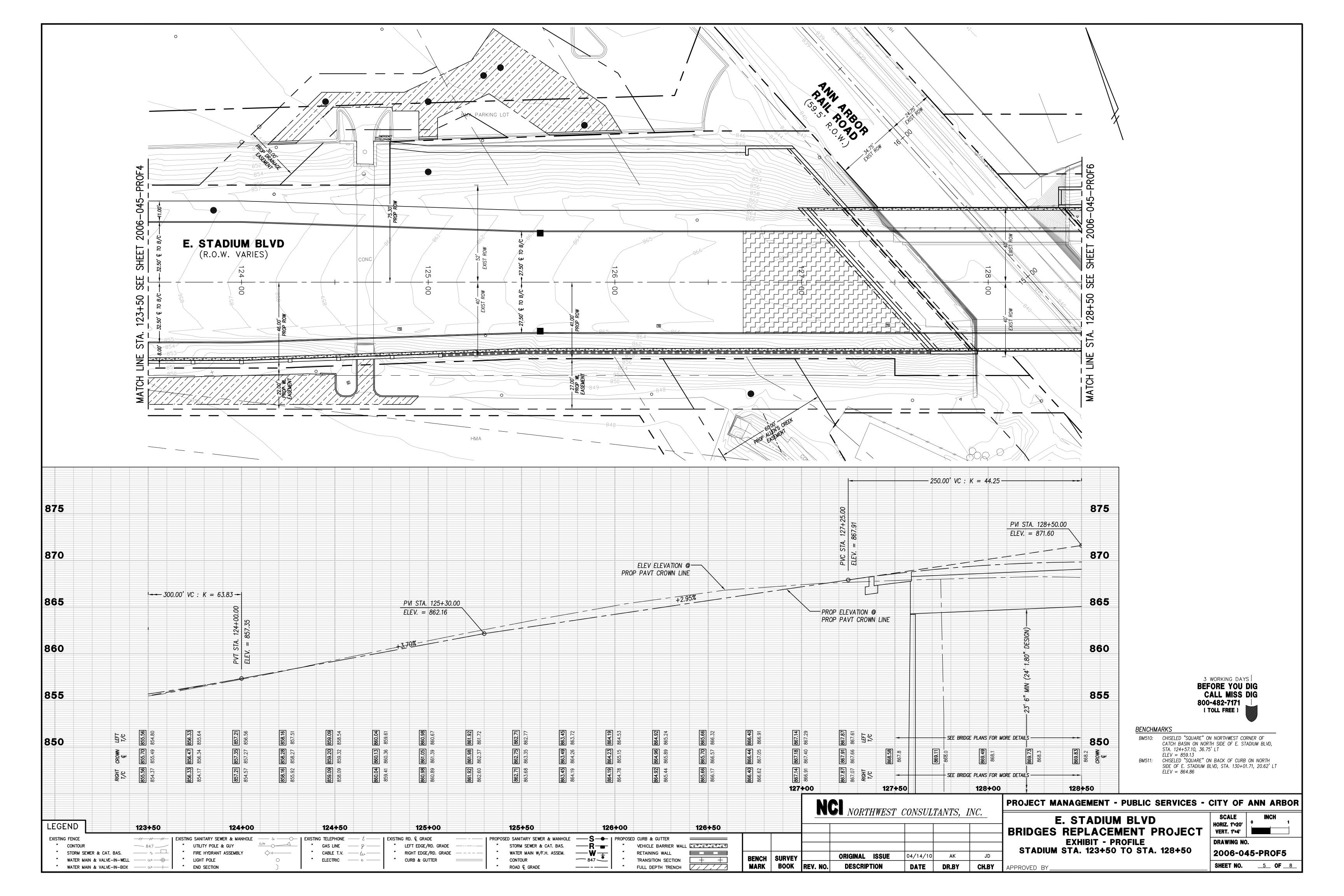
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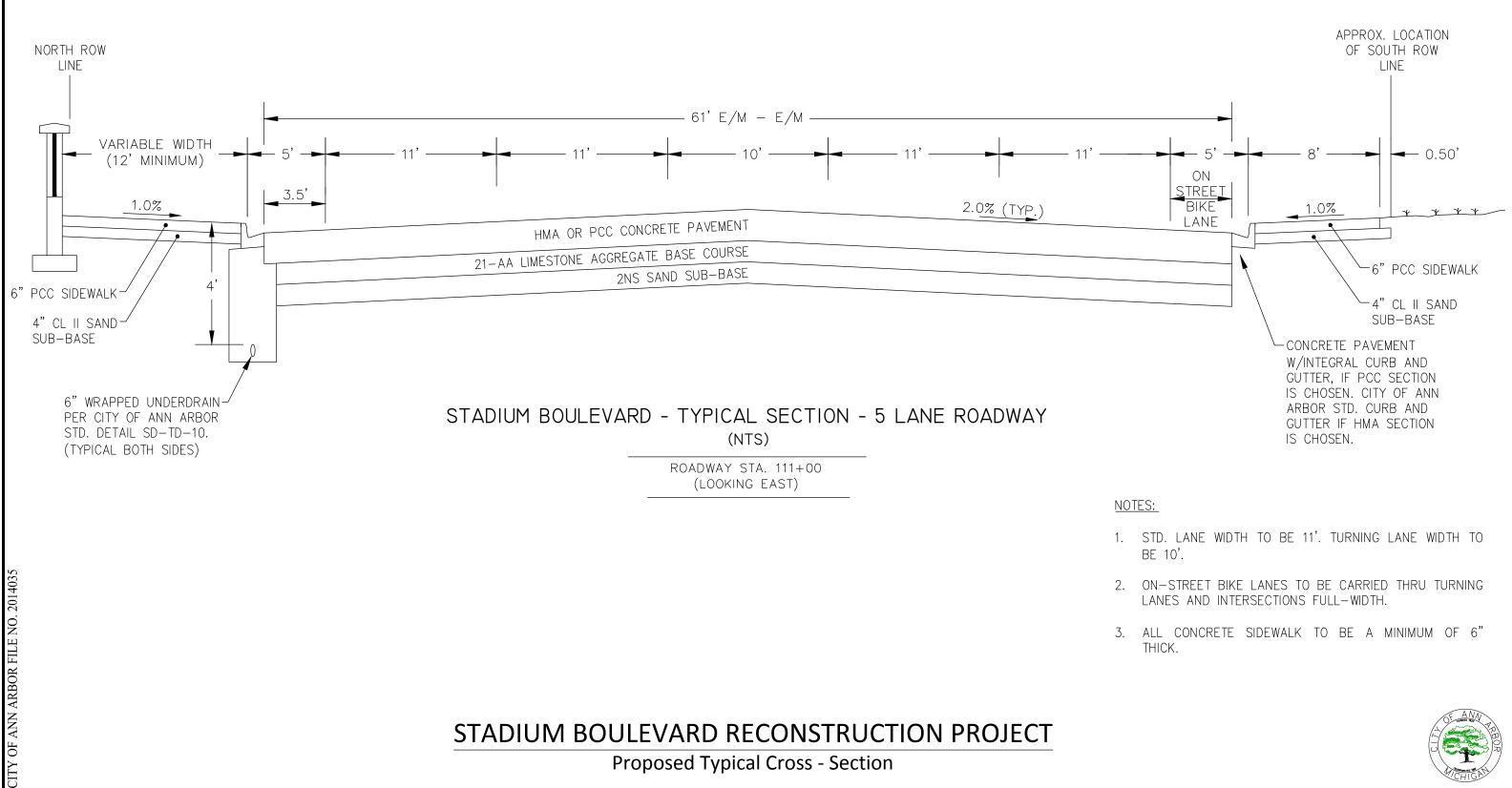




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<mark>854.42</mark> 853.59	854.05	853.19	853.67 852.90		853.30 3 852.66				1 852.50	852.99 852.58	B53.08	9 852.72	853.27 852.96	853.56		1 053 05
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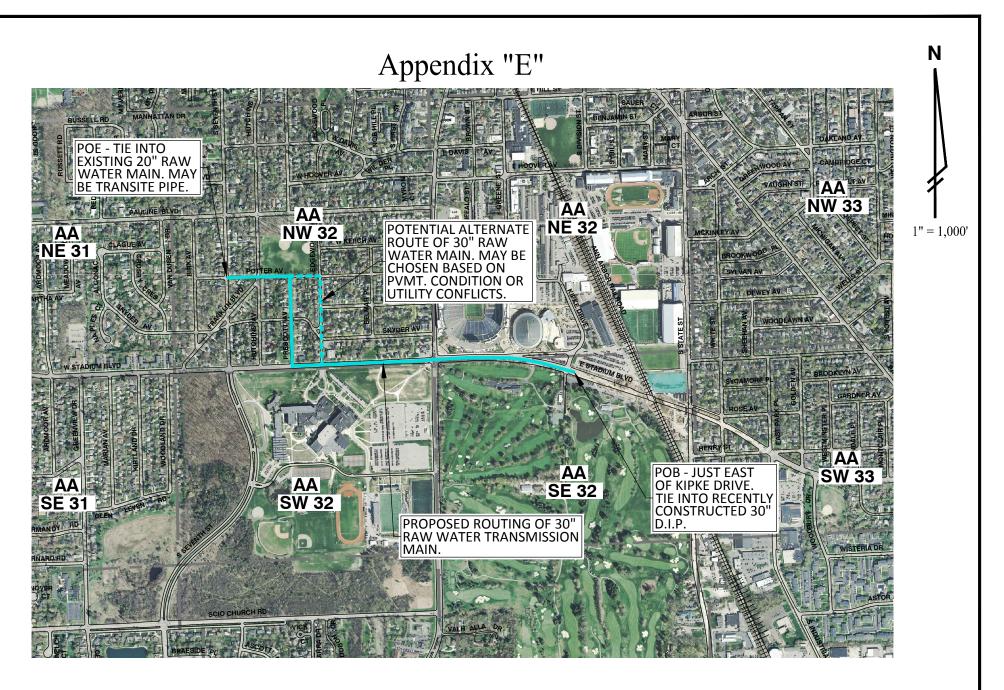


Appendix "D"



Proposed Typical Cross - Section

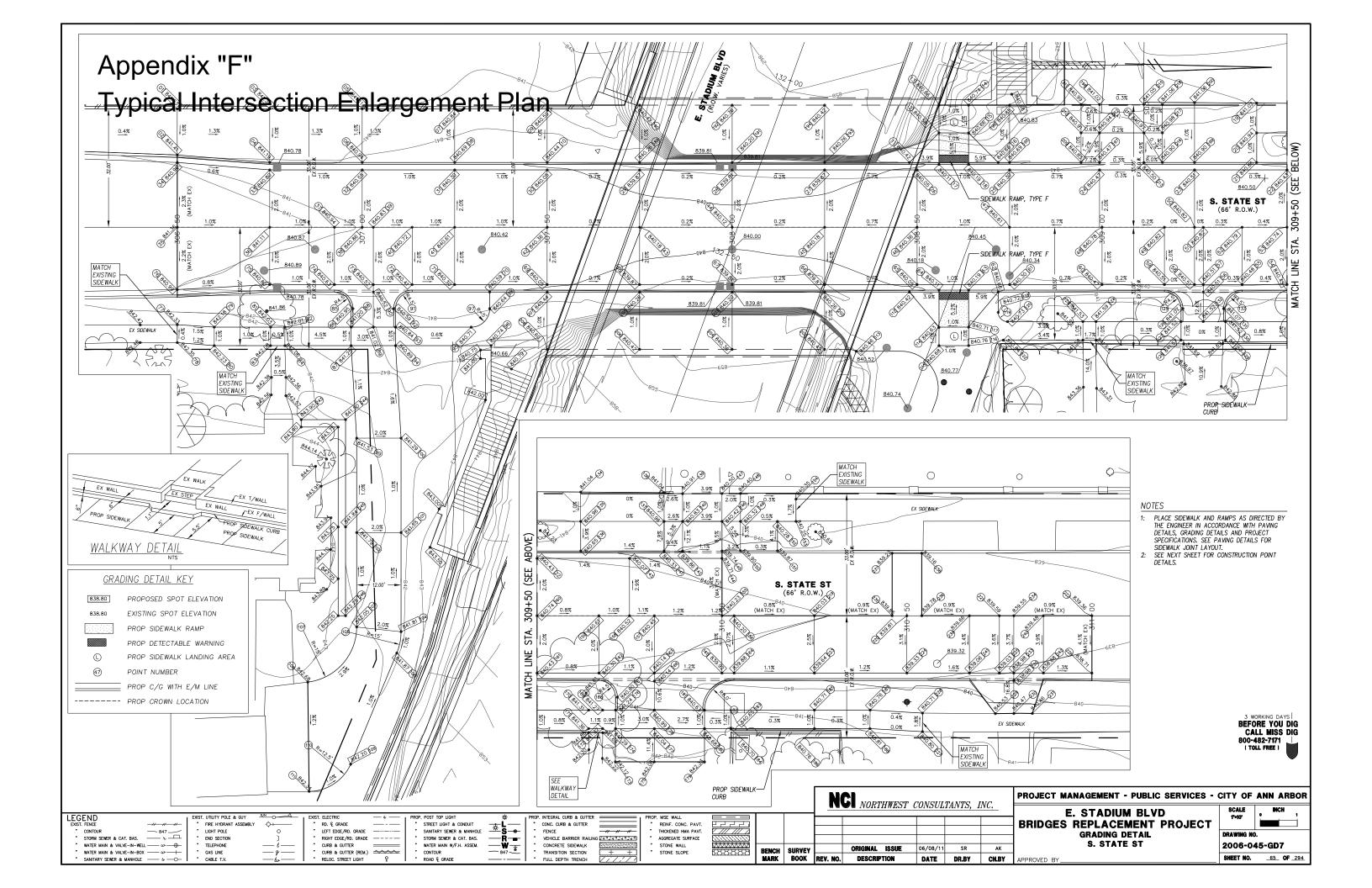




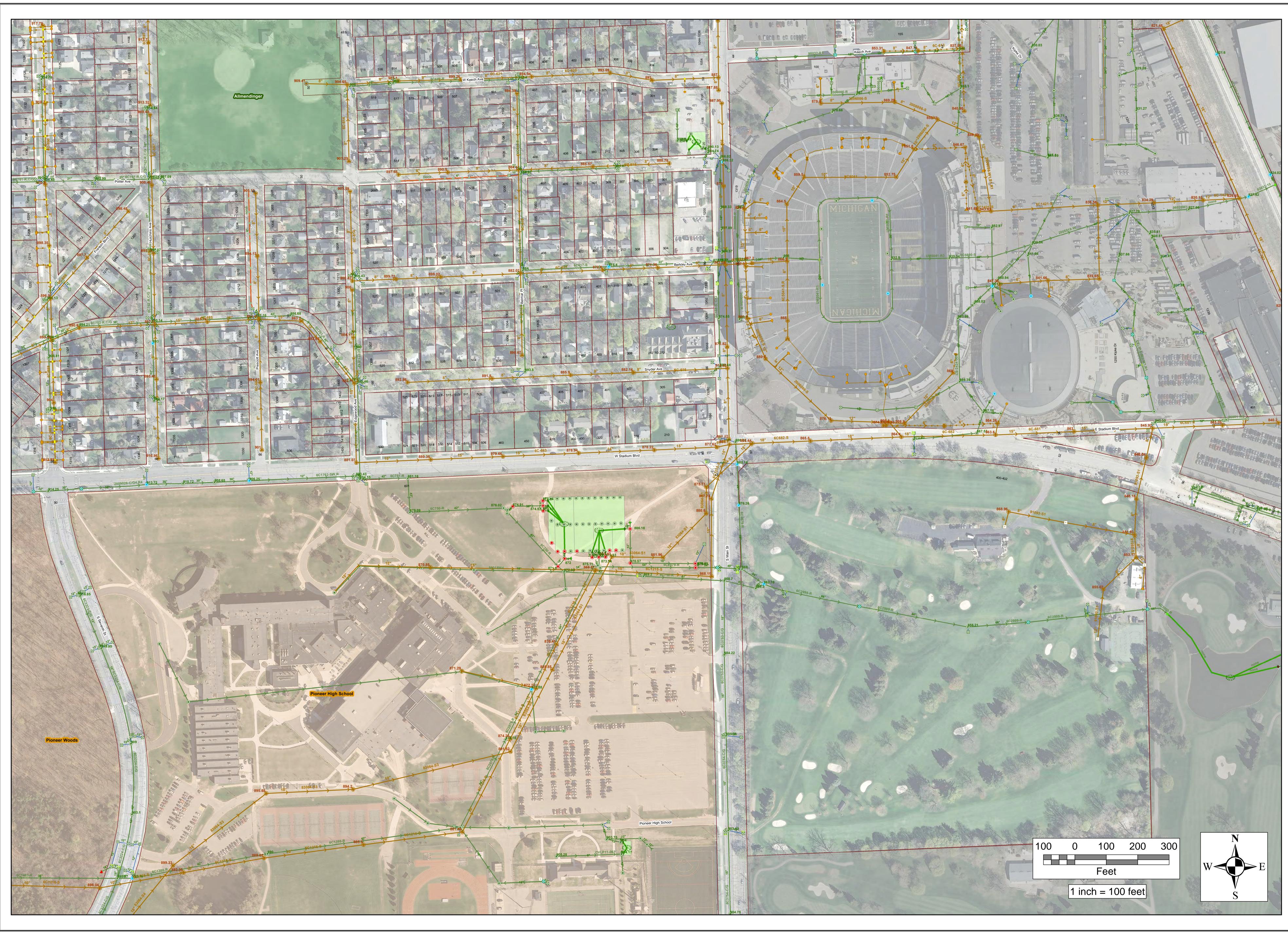
STADIUM BOULEVARD RECONSTRUCTION PROJECT



Limits of Proposed 30" Raw Water Main Replacement



APPENDIX G - Existing Storm and Sanitary Sewer Network within the Project Vicinity



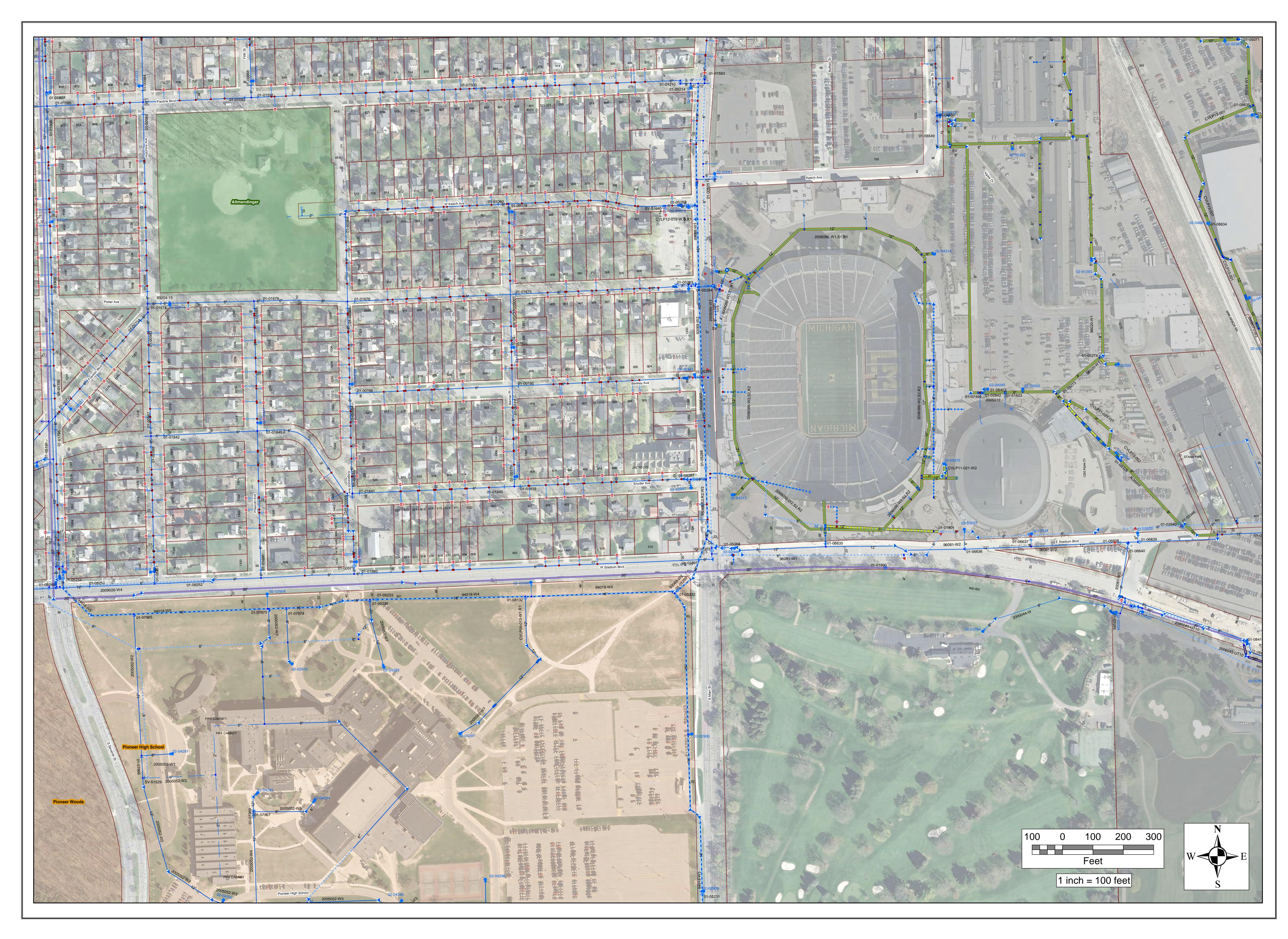
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Sanitary M	lanholes Manhole
۲	Manhole, Flush Tank
\oplus	Sanitary Valves
•	Sanitary Tap
٠	Sanitary Cleanout
Sanitary F	-
•	Tap to Collector
•	Other Fitting
L	Sanitary Lift Station
	Sanitary Chamber
Sanitary N	lain
*******	Force Main
—	Collector
)	Abandoned Sanitary
	Lateral
→	Abandoned Lateral
Storm Ma	nholes
۲	Manhole
۲	Buried Manhole
۲	Not found Manhole
X	Abandoned Manhole
۲	Other
Catch Bas	
	Direct Inlet
	Inlet
	Tag Inlet
	Trench Drain
Discharge	Point Close to Open
	Open to Close
	To Huron River
	To Raisin River
	to Stony Creek
Storm Fitt	ings Hydrologic Connection
•	Bulkhead
•	GradeChange
•	Junction
Curb Coni	
•	Cleanout
۲	Connection
٠	Тар
	Storm Chamber
•	Detention Pond Riser
	Storage Basin
Storm Mai	
	Collector
	Culvert
	Curb Drain
	Inline Storage
	Open Channel
	Overflow
	Inlet Lead
	Tile Drain
	Tag Inlet
	Hydrologic Connection
}	Abandoned
⊁++++	Plugged
	Service Line
Storm Stru	ucture Boundary
	Chamber Boundary
	Low Flow Diversion Chamber
	Storage Basin
	Detention Pond
	Rain Garden
	Rain Garden Parks
	Rain Garden Parks Schools
	Rain Garden Parks

APPENDIX H - Existing Water Mains within the Project Vicinity



Hydrar ●+	I IS Gated
•	Not Gated
Volvoo	
Valves o	Other Valve
\oplus	Gate in Well, Open
\oplus	Gate in Well, Closed
+	Gate in Box, Open
+	Gate in Box, Closed
•	Sleeve and Valve in Well, Closed
0	Sleeve and Valve in Well, Open
	Sleeve and Valve in Box, Open
Λ	Simple Check in Well, Closed
Λ	Simple Check in Well, Open
\bowtie	Butterfly, Open
۲	Blow Off, Well
	Blow Off, Box
•	Pressure Reducing Valve
	Air Relief, Well
	AIRRELIEF, <null>, <null></null></null>
?	Gate with Missing Info
	Gate in Vault, Closed
	Gate in Vault, Open
Water	VIAINS Transmission Main, Encased
	Transmission Main
	Distribution Main
	Hydrant Lead
_	Distribution Main, Encased
	Raw Water
_	Raw Water, Encased
	Water in Treatment Process
	Abandoned Water Lines
	Bypass
Matar	
	Mains - Owner U of M; VA Hospital
Water	Lateral
	Fire Service
	Water Lateral
••••	Water Lateral, Flush Tank Connection
•••	Water Lateral, Abandoned
Р	Pump Station
м	
Μ	Meter
۰	Water Tap/Curb Box
Fitting	
	Bend
	Sleeve
	Vertical Bend
	Transition Fitting
•	Tee or Cross
\Diamond	Plug and Cap
M	Reducer
•	Тар
	Sampling Point
-	Line Stop
\$	Storage Facilities
M	Well
	Parks
	Schools
	University
	University Parcels

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