

# REQUEST FOR PROPOSAL

**RFP # 17-28**

## **2018 Ortho Imagery and Impervious Surface GIS Data Update**

City of Ann Arbor  
Public Services



**Due Date: October 3, 2017 by 2:00 p.m. (local time)**

Issued By:

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

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## **SECTION I- GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is requesting proposals for a contract to develop an orthoimagery database to align with existing City orthoimagery resources. This request includes the collection, processing, and quality control for producing the orthoimagery, as well as updating current impervious surface features. The City requests that the imagery be collected in the early spring of 2018 and the impervious surface features updated from that imagery. The City's Public Services Unit will oversee the direction and quality of work of the contractor.

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

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

**All questions shall be submitted on or before September 21, 2017 at 10:00 a.m.,** and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Ethan Miller, GIS Analyst – Systems Planning - [etmiller@a2gov.org](mailto:etmiller@a2gov.org)

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

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

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

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

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

## D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

## E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of October 16, 2017**. Consultant must be available on these dates.

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

## F. SEALED PROPOSAL SUBMISSION

**All proposals are due and must be delivered to the City Procurement Unit on, or before, October 3, 2017 at 2:00 p.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent must submit in a sealed envelope**

- **one (1) original proposal**
- **three (4) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a flash drive as one file in PDF format**

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

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

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

Proposals submitted must be clearly marked: “**RFP No. 17-28 – 2018 Ortho Imagery and Impervious Surface GIS Data Update**” and list the consultant’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

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

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

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

**A proposal will be disqualified if:**

**The forms provided as Attachment B - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment C - City of Ann Arbor Living Wage Declaration of Compliance, Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**

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

## **G. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a consultant’s proposal is

subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **H. TYPE OF CONTRACT**

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

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

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

## **I. HUMAN RIGHTS REQUIREMENTS**

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

## **J. WAGE REQUIREMENTS**

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

## **K. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the

award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

#### **L. COST LIABILITY**

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

#### **M. DEBARMENT**

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

#### **N. PROPOSAL PROTEST**

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

#### **O. SCHEDULE**

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

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	September 21, 2017, 10:00 a.m.
Addenda Published (if needed)	Week of September 25, 2017
Proposal Due Date	October 3, 2017, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of October 16, 2017
Selection/Negotiations	Late October/Early November 2017
Expected City Council Authorizations	December 2017

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

**P. IRS FORM W-9**

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

**Q. RESERVATION OF RIGHTS**

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

## **SECTION II - SCOPE OF SERVICES**

### **A. Background**

The City of Ann Arbor has used high-quality orthoimagery since 1993 as a critical component of the enterprise geographic information system (GIS). GIS data and applications are used by City Service Areas to review property records, track residential and commercial development, maintain environmental standards, plan utility and transportation infrastructure projects, and promote public safety in addition to many other tasks.

Orthoimagery was last acquired in the spring of 2015. Impervious surface features within the incorporated area were initially developed from 2006 imagery to be used as the basis of the City's Stormwater Utility billing for individual properties. Subsequent updates to impervious surface features have been based on spring imagery acquisitions in 2009, 2012, and 2015.

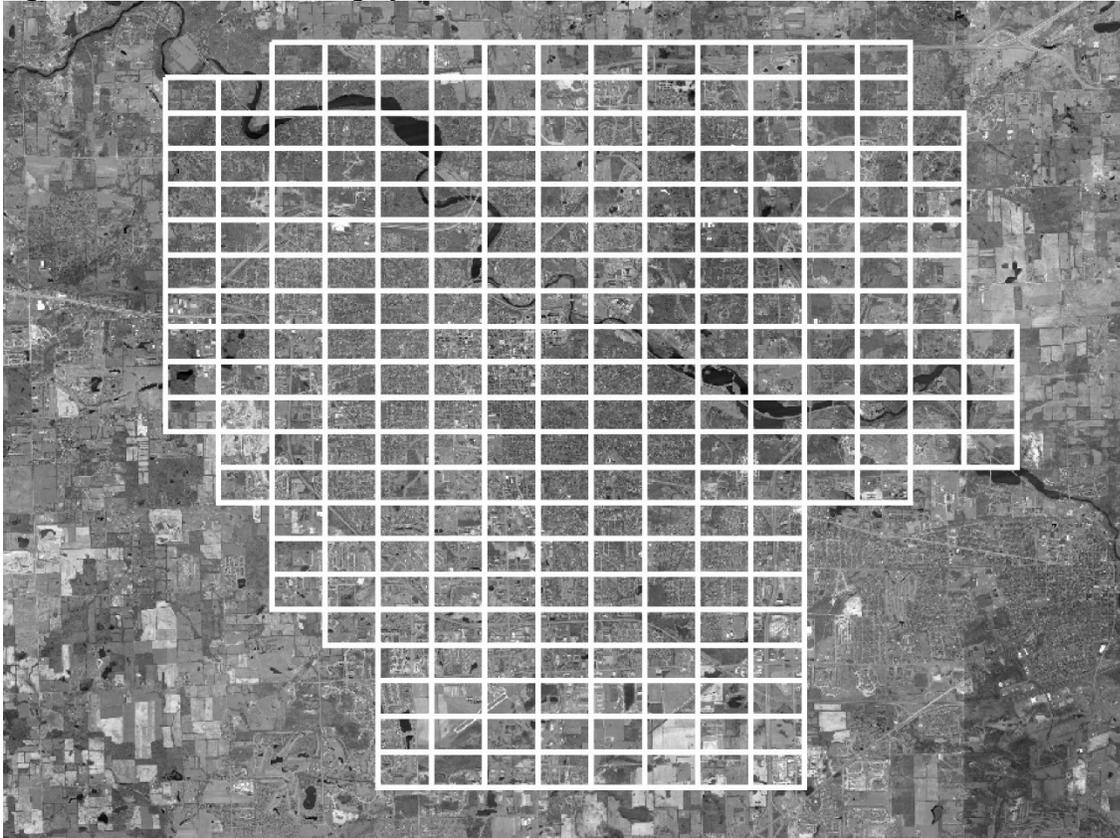
### **B. Objective**

The orthoimagery collection area shown in Figure 1 will encompass approximately 56.6 square miles with data capture via an aerial digital camera or equivalent with 0.5-foot pixel resolution. Digital orthorectified images shall include natural color, near infrared, and meet the specifications described below.

Impervious surface data will be delineated from near infrared aerial imagery collected during an early Spring 2018 flight. The existing impervious surface database with slight changes shown in Figure 2 is approximately 39.6 square miles. Pervious, Impervious, and Water polygon features shall be classified and attributed using remote sensing analysis techniques. Complete specifications for the impervious surface layer are provided below.

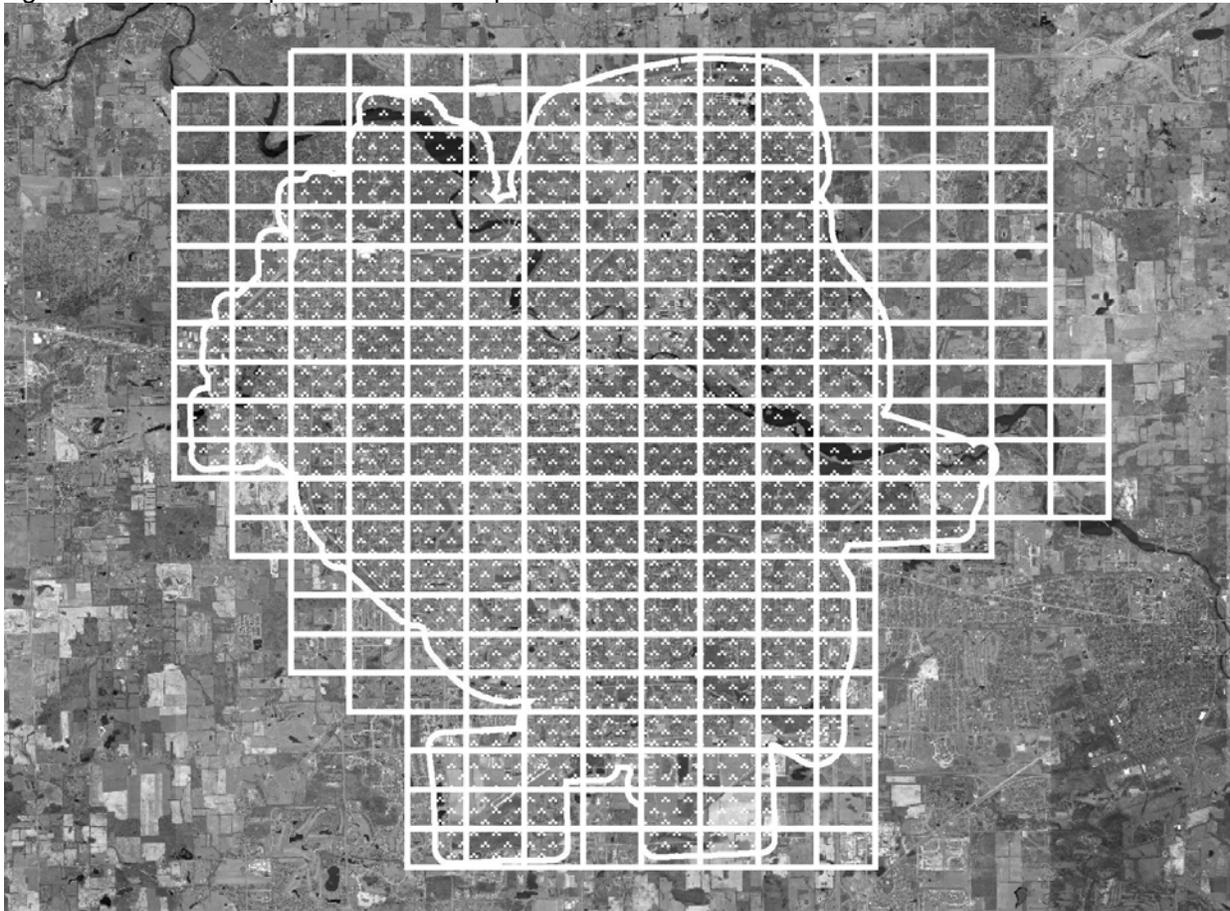
Contractors must propose management methods to ensure that quality control/assurance levels and project schedules are met. This includes risk assessment strategies to minimize and resolve production and quality problems quickly to avoid schedule delays. Spatial accuracy issues, content issues, and related quality errors should be identified and corrected before delivering data to the City. The City shall only pay for deliverables after full quality control and acceptance by the City. The City generally requires 45 days to quality control a standard delivery.

Figure 1 – Extent of Orthoimagery Collection Area



The City shall provide the selected contractor with data such as tile extents, existing City ortho-photography and impervious surface data, survey control information, and elevation data. Do not assume existing survey control shall meet the project's accuracy requirements; additional ground control points may need to be acquired. All City data sources shall be removed from the Contractor's systems and databases upon completion of the project. The City shall develop a full data list with the selected contractor to support the project during negotiations.

Figure 2 – Extent of Impervious Surface Update



## C. Requirements

### 1) **Orthoimagery Collection**

The successful Contractor shall clearly define planned flight procedures and control specifications in their work plan. A pilot experienced with southeast Michigan flying conditions shall obtain the aerial digital imagery with an appropriate team of surveyors. The Contractor shall provide a summary of their acquisition equipment and calibration techniques. The Contractor shall describe their Aerial GPS (AGPS), Inertial Measurement Unit (IMU) equipment, and their digital sensors along with a U.S. Geological Survey (USGS) Digital Aerial Type Certification, if program is still available at (<http://calval.cr.usgs.gov/>).

For the purposes of this proposal, consideration shall be given to contractors that can provide priority schedules and have an aircraft consistently based close to the project area to meet collection condition requirements until all of the collection is complete. The Contractor is required to gain the required aircraft clearances for flying over the project area (Ann Arbor and Detroit Metro Airports are in the proximity of this project).

The Contractor shall provide a proposed schedule plan for flight periods with detailed contingency plans for inclement weather or poor collection conditions. An estimate of the flight time needed to meet specified collection conditions and an estimate of mobilization days shall also be provided.

- a) Project Area: The project area for orthophotography shall cover approximately 56.6 square miles including the corporate limits of the City of Ann Arbor and additional areas as required by collaborating partners. Refer to Figure 1 for the geographic extent and associated tiling scheme.
- b) Collection Area: Defined project area, Figure 1 plus a buffer defined to ensure complete coverage along the project boundaries, project control points and consistent with project sidelap and endlap. The extent of image coverage shall be sufficient to ensure that void areas do not exist within the resulting 2000 foot by 3000 foot tiles provided by the City. Full image tiles that meet the buffer area described above are required. Partial tiles are not acceptable.
- c) Collection Conditions:
  - i. Sun Angle: Imagery shall be collected during minimal shadow conditions. Collection shall occur when the sun angle is greater than 30 degrees. In areas of tall buildings, imagery shall be acquired at high sun angles (times of approximately 11:00am to 1:00pm) to minimize building shadows. Adjacent flight lines shall be flown at sun elevation angles which differ by less than 15 degrees.
  - ii. Atmospheric: Imagery shall be collected under clear skies - free of clouds and cloud shadows, smoke, dust, and excessive haze.
  - iii. Ground: Minimal flooding, free of snow cover, or excessive soil moisture. The ground shall not be obscured by fog.
  - iv. Trees: imagery shall be collected while deciduous trees are free of leaves
- d) Flight Plan:
  - i. Contractor shall provide a detailed flight plan for approval by the City for the planned mission.
  - ii. Flight lines shall be oriented in a north/south direction and shall extend continuously across the project area in parallel lines.
  - iii. Flight lines shall minimize radial displacement of above ground features
- e) Accuracy:
  - i. Output pixel resolution: 0.5 feet, ground sample distance (GSD) shall be determined.
  - ii. Apparent Crab (yaw, pitch, roll):  $\leq 5$  degrees between any two successive exposures.
  - iii. Overlap: 60% minimum end lap, 40% minimum side lap.

- iv. Tilt: < 3 degrees for any single exposure, < 4 degrees relatives, and < 1 degree overall average.
- f) Digital Camera:
- i. Direct digital, frame-based system with calibration that meets USGS Digital Aerial Type standards.
  - ii. Precision, large format with low distortion, high-resolution optics and high pixel count charged-coupled device (CCD) sensors.
  - iii. Red, green, blue, and near infrared channels.
  - iv. Minimum radiometric resolution of 8-bit accordance with GeoTIFF specification, revision 6. 12-bit or higher in all channels are preferred. (<http://www.remotesensing.org/geotiff/spec/geotiffhome.html>)
  - v. Gyro-stabilization and forward motion compensation.
  - vi. Output pixel resolution of 0.5 feet.
- g) Camera Station Control:
- i. Airborne GPS (AGPS): Camera position (latitude, longitude, and elevation) shall be recorded at the instant of exposure with AGPS. AGPS data shall be differentially corrected and organized as individual datasets grouped by flight line. The absolute accuracy of AGPS control data shall not exceed 1 foot.
  - ii. Inertial Measurement Unit (IMU): Camera attitude shall be recorded at the instant of exposure and the data shall be adjusted and organized as individual datasets grouped by flight line. The absolute accuracy of adjusted IMU data shall not exceed 1 foot.
- h) Supplemental Ground Control:
- i. Contractor shall provide a detailed plan of the supplemental ground control solution.
  - ii. Six new, strategically located ground control points shall be established and serve as blind check points to verify the absolute positional accuracy of the orthophotography. The new control points shall be surveyed to Federal Geodetic Control Subcommittee (FGCS) Second Order, Class II standards for GPS surveys.
  - iii. The Contractor shall strategically select from existing First Order GPS control points located within the City to meet the needs of the acquisition.
  - iv. The Contractor shall be responsible for collecting and setting the survey control and photo targets, at the appropriate accuracies required for the project in areas of dense vegetation where the comparator method cannot provide sufficient control.

**Table 1. - Summary of GIS Data Update and Development Specifications.**

<b>Data Acquisition</b>	<b>Specification</b>
Project Area	Approximately 56.6 square miles (See Figure 1 for extent of imagery)
Collection Area	Defined project area buffered consistent with project side and end lap
Output Pixel Resolution	0.5 foot
Above Mean Terrain	Approximately 5,000 feet to meet a nominal scale 1 inch = 800 feet
Imagery Type	4-band (RGB and NIR)
End Overlap	60% minimum
Side Overlap	40% minimum
Survey Conditions	>30-degree sun angle (high angle to minimize shadows) Cloud-free with minimal smoke, smog, haze, fog and dust Minimal flooding or excessive soil moisture Leaf-off, snow off and ice off
Horizontal Accuracy	1 inch = 100 feet National Map Accuracy Standard, relative accurate of + 1.5 feet)
Ground Control	Combination of Ann Arbor Geodetic Reference System (AAGRS) and supplemental ground control
Impervious Surface Area	Approximately 38.1 square miles (See Figure 2 for extent of update)
Impervious Surface Quality Control	100% manual review of datasets to identify updates. New or modified features based on early 2012 orthoimagery collection shall be added / corrected and attributed as specified in the specification details.
Vertical Datum	NAVD88 North American Vertical Datum of 1988
Horizontal Datum	NAD83 North American Datum of 1983
Projection	Michigan State Plane South Zone
Units	International Feet
Imagery Format	Uncompressed GeoTIFF format, version 1.8.2
Imagery Products	Seamless mosaic covering project area and non-overlapping, edge matched tiles based on a tile scheme provided by the City
Radiometric resolution	Minimum 8-bit in accordance with GeoTIFF specifications, revision 6
Impervious surface data format	ESRI ArcGIS File Geodatabase, with feature classes by category (see details for feature categories)

## 2) Data Processing

The successful Contractor shall provide a detailed technical plan of aerial triangulation, orthorectification, impervious surface collection and update methodologies, and quality control and assurance. An estimate of the number of processing days after aerial imagery acquisition shall also be provided.

All data and rectification solutions shall meet the following spatial reference system standards:

- Vertical Datum: North American Vertical Datum of 1988
- Horizontal Datum: North American Datum of 1983

- Projection: Michigan State Plane South Zone
  - Horizontal/Vertical Units: International Feet
- a) Aerial Triangulation: Aerial triangulation forms the basis for the accuracy of all derived products. Therefore, the successful Contractor shall provide a detailed technical approach to this process.
- i. The aerial triangulation solution shall cover the entire project area. All photos shall be evaluated and point anomalies identified to the City.
  - ii. Independent check points shall be used and evaluated to validate the accuracy of the solution
- b) Orthorectification: The best available Digital Elevation Model (DEM) or Digital Terrain Model (DTM) representing the ground surface (e.g., Bare-earth) should be used to ortho-rectify the imagery. The City shall provide LIDAR derived data acquired in 2009 that can be used as the digital elevation data required for this process.
- i. Resampling: The rectification process shall use the cubic convolution resampling technique to ensure high accuracy and image quality.
  - ii. Mosaicking: The mosaicking process shall minimize image distortions and smearing and produce a seamless edge-matched product. Skews greater than one pixel shall be corrected.
  - iii. Bridge Correction: Breaklines shall be captured for above ground features like bridges and overpasses. These shall be used to remove image distortions caused by the DTM, which represents the terrain and not elevated features.
  - iv. Radiometry: The Contractor shall describe their technical approach to producing radiometry balance. Images shall be color balanced to minimize perceptible differences in color tones within and between adjacent images. Color balancing shall result in colors which appear natural to a human observer. Image contrast and brightness shall be adjusted to minimize perceptible differences within and between adjacent images.
  - v. Positional Accuracy: The orthophotography shall register to the existing City orthophotography database with final relative accuracies no greater than 1.5 feet.
  - vi. Quality Control and Assurance: Horizontal accuracy shall meet the 1 inch = 100 feet National Map Accuracy Standard.
    - Visual inspection of geometry shall be performed to remove seams, edge match issues, and bridge distortions, excessive building lean and related displacements.
    - Visual inspection of the mosaic product to correct blurred imagery, inconsistencies in color balancing, color bleeding, and shadow detail.
    - Random geometric checks for positional accuracy and relative accuracy between tiles.
  - vii. Image Formats:

- Uncompressed GeoTiff image format 8-bit and MrSID image format 8-bit in latest version fully supported by ESRI products.
- Presence of compression artifacts from any stages of the production process shall result in rejection of data.
- GeoTIFF and MrSID files shall include the tags and keys required to be fully compatible with ESRI products.
- Orthorectified images shall be color balanced to the City's preference.

### **3) Data Review**

#### a) Orthorectified Imagery:

The contractor shall have a secure product status review and acceptance application and an OGC WMS imagery service to allow internet access to near lossless full-scale viewing of the ortho-imagery. The intent is to eliminate the need to ship vast amounts of data on portable media to the City for the purpose of error identification and the verification of corrections. The associated application shall provide the tools necessary to allow the City to QC the photos, edge-matching, tile names, and geographic placement prior to final physical delivery. Tile boundaries and seamline boundaries shall be displayed. The application shall provide timely access to data processed for this project. Once imagery is available for viewing, a two week time period will be designated for each AOI to be available for review. Imagery made available for review shall be fully processed and shall have passed the vendor quality control process. The application shall allow the City the ability to review ortho-imagery, identify and attribute items in-question for discussion with the contractor. The service shall be available during the term of the Contract. The Contractor shall provide a description of the software to be used for this service.

#### b) Impervious Surfaces:

The contractor shall provide a representative pilot area of completed impervious surface update and related imagery. This pilot area should be approximately one square mile and chosen by the City. The City will review the pilot area for approximately one week and provide comments and ultimate approval of the contractor's data interpretation, accuracy, and general process.

### **4) Impervious Surface Update**

- a) The expected deliverable from the consultant to the City is the updated impervious surface layer, in an ESRI file geodatabase and all features within

the updated layer (new, modified and unchanged) shall be attributed as described in Table 2.

- b) The City shall provide the consultant with the following data layers in an ESRI file geodatabase, upon execution of a signed non-disclosure agreement.
  - 2015 impervious surface layer
  - parcel layer, with disputed parcels flagged
  - direct drainage layer (areas not draining into City-maintained storm system)
  - water conveyance layer (natural rivers, creeks, etc.)
- c) The updated impervious surface layer shall have, at a minimum, all fields included in Table 2 in the attribute table. The consultant should feel free to add other fields as needed for analysis.
- d) All features shall be closed polygons that meet standard topology rules and database conventions. If tiling is necessary due to the software or manual process, any feature along a tile boundary shall be edge matched with adjacent tiles to produce a seamless feature. Any deviations from this requirement require pre-approval by the City.
- e) The City will provide a data set of properties that have previously been edited based on customer requests to reduce detected impervious area for bill reductions. These requests were investigated and ground confirmed by City staff. The delivered impervious layer should be created taking special care not to overwrite these edits, only adding impervious area where ground conditions have changed between 2015 and 2018.
- f) Horizontal Accuracy shall meet the 1 inch = 100 feet National Map Accuracy Standard. Horizontal accuracy tests shall be performed on an adequate number of independent control points to ensure data accuracy.
- g) The resulting database shall register to within 1.5 feet of the existing impervious surface data and 2.5 feet of the new orthophotography.
- h) Metadata shall be created and verified to ensure completeness and compliance with Federal Geospatial Data Consortium (FGDC) standards.

**Table 2.**

<b>Field Name:</b>	<b>ObjectID</b> (no NULL values)	
	Field Type:	Number
	Definition:	System generated unique identifier
<b>Field Name:</b>	<b>PackedPIN</b> (NULL values allowed)	
	Field Type:	Text (12 characters)
	Definition:	Non-unique Identifier. Values derived from City provided parcel layer. Updated impervious surface layer will be clipped using parcel layer and the corresponding PackedPIN will populate this field
<b>Field Name:</b>	<b>SurfaceType2018</b> (no NULL values)	
	Field Type:	Text (40 characters)
	Definition:	Coded Domain
<b>Coded Domain for SurfaceType2018</b>		
	<b>Code</b>	<b>Description</b>
	Impervious	Impervious surface is defined to mean "a surface that does not permit the absorption of water. Such surfaces are those that water will run off without being absorbed into the surface material."
	Pervious	Pervious surface is defined to mean "a surface that permits the absorption of water. Such surfaces are those that will slow or impede run off of water and promote absorption into the surface material."
	Water	Detention ponds, swimming pools, and other water features not contained in City provided Conveyance layer
<b>Field Name:</b>	<b>SurfaceType2015</b> (no NULL values)	
	Field Type:	Text (40 characters)
	Definition:	Polygons where detected surface is different from detected surface in2018. Coded Domain same as SurfaceType2018
<b>Field Name:</b>	<b>Conveyance</b>	
	Field Type:	Text
	Definition:	Water polygons intersecting with conveyance polygons in 2015 impervious surface layer. Yes/No
<b>Field Name:</b>	<b>DirectDrainage</b>	
	Field Type:	Text
	Definition:	Polygons intersecting with City provided Direct Drainage layer. Yes/No

## **D. Deliverables**

The Contractor shall provide a detailed product delivery schedule and describe their methods, reporting skills, and compliance with FGDC metadata standards. All spatial data deliverables shall meet the spatial reference system standards provided in Scope of Work Table 1 and described in following RFP sections. All final deliverables shall be provided on portable external drives.

- 1) Flight Plan and Logs: the flight plan shall be distributed to and approved by the City prior to acquisition. Flight logs shall be provided within two days of each flight acquisition to verify flight times related to sun angle specifications.
  - a) Projected flight lines on a map displaying the project area and distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software. Flight lines shall include flight line numbers within the feature attribution, and metadata shall describe the software used to generate the flight plan.
  - b) Image centers of each exposure with date and time of acquired photo included. The data shall be distributed as a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.
  - c) Upon completion of acquisition, the Contractor shall provide a collection report summarizing the flight and logs.
- 2) Calibration Reports: Camera and digital sensor calibration reports along with a product characterization report validating USGS Digital Aerial Type standards shall be provided.
- 3) Survey Control Report: the following information shall be provided in a final survey report.
  - a) Positional AGPS data and a statistical summary of the AGPS adjustment results. IMS sensor orientation and a statistical summary describing the overall accuracy of adjusted IMU data.
  - b) Differentially corrected GPS ground control data used to supplement the AGPS data and a narrative describing all aspects of the ground survey including locations and extent of the network.
  - c) The results and analysis of the constrained least squares adjustment, tables summarizing GPS misclosures, and a description of equipment and software used.
- 4) Aerial Triangulation Report: an aerial triangulation report shall be provided upon completion of all adjustments. This report shall include the following.
  - a) An executive summary of the aerotriangulation solution and its results
  - b) A detailed narrative of the adjustment process and quality checks for accuracy.
  - c) A description of the software and equipment used to perform the adjustments.

- d) A listing of the final adjusted coordinates in a spreadsheet or format agreed upon during contract negotiations.
- 5) Digital Orthorectified Images: All imagery data shall meet the accuracy standards defined in Scope of Work Table 1, the GeoTIFF and MrSID standards defined above, and be submitted via portable external drives. All imagery shall register to the existing City orthoimagery database and meet the image quality standards approved by the City.
  - a. Seamless mosaic at 0.5-foot pixel resolution
  - b. Edge-matched, non-overlapping tiles at 0.5-foot pixel resolution based on the tile scheme provided by the City and shall register to the existing City orthophotography database.
  - c. Images with edge artifacts, mismatch, or voids shall be rejected.
  - d. Breaklines used correct bridge and overpass distortion shall be provided in a feature class or shapefile suitable for inclusion in ESRI ArcGIS software.
- 6) Optimized Mosaic Dataset (Optional): Provide the option of also including a mosaic dataset created from the orthorectified imagery.
- 7) Progress Reports: Progress reports shall be provided by email on a weekly basis aerial photography acquisition until delivery of the pilot project, and bi-weekly thereafter until the project is complete. These informal reports shall consist of a summary of production status, major activities completed during the most recent reporting period, description of issues and corrections, and associated status maps or acquired flight lines.
- 8) Metadata: Complete FGDC-compliant metadata shall be provided for all data in an XML format. The metadata shall provide a complete description of identification, data quality, spatial data organization, spatial reference, and entity and attribute information. The metadata for orthorectified imagery shall also include acquisition dates.
- 9) Project Report: A final project report summarizing the flight acquisition, orthorectification process and impervious surface update, quality control and assurance, and deliverables provided shall be provided upon completion of the project. This report shall include a detailed narrative of the analysis, accuracy assessment, and validation of all deliverables.

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

### **PROPOSAL FORMAT**

Consultants should organize Proposals into the following Sections:

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

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

#### A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

#### B. Past involvement with Similar Projects – 30 points

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

C. Proposed Work Plan – 30 points

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

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

D. Fee Proposal - 20 points

Fee schedules 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 relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

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

F. Attachments

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

## **PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

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

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

## **PREPARATION OF PROPOSALS**

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

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

\_\_\_\_\_, Date: \_\_\_\_\_,  
Signature

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

**Check the applicable box below which applies to your workforce**

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address



**ATTACHMENT D**

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

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

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

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

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

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

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

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

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www.a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

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

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

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

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

**\$13.13** per hour

If the employer provides health care benefits\*

**\$14.65** per hour

If the employer does **NOT** provide health care benefits\*

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

**APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
\_\_\_\_\_  
AND THE CITY OF ANN ARBOR  
FOR \_\_\_\_\_**

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

**II. DURATION**

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

**III. SERVICES**

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

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

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

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

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

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

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

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

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

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

## **VII. COMPLIANCE REQUIREMENTS**

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

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

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

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

**X. ASSIGNMENT**

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

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or

liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

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

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.



the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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

#### **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

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

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

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

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

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

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

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

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Type Name  
Service Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

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

## **EXHIBIT B COMPENSATION**

### General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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