

# REQUEST FOR PROPOSAL

**RFP# 20-04**

## WTP LONG-TERM FACILITY PLAN

City of Ann Arbor  
Public Services Area / Water Treatment Services Unit



**Due Date: February 28, 2020 by 2:00 p.m. (local time)**

Issued By:

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

## TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION .....	3
SECTION II: SCOPE OF SERVICES .....	10
SECTION III: MINIMUM INFORMATION REQUIRED .....	29
SECTION IV: ATTACHMENTS .....	33
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT .....	41

## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is seeking a Long-Term Facility Plan that shall consider the operational, maintenance and regulatory long-term needs of the City's Water Treatment Plant, ensuring that near-term decisions do not restrict the ability to address long-term future needs. The Facility Plan shall look at the needs of the WTP as a whole, while providing a near-term focus on the replacement of the 1938 Plant 1.

The proposed replacement of the 1938 Plant 1 is anticipated to fundamentally consist of:

- Replacement of the rectangular primary softening basins 1 and 2 and associated floc basins.
- Replacement of the circular secondary softening basin 3.
- Demolition of the sludge storage tanks.
- Repair or replacement of the sludge thickeners.
- Installation of a permanent UV system and removal of the temporary system.
- Associated process piping modifications.
- Augmentation of the sodium hydroxide feed system.
- Other chemical feed system improvements.
- Addressing water quality issues, regulatory requirements, and emerging contaminants.
- Improved flexibility and redundancy.

The Long-Term Facility Plan will be followed by separate RFPs for a Progressive Design Build (PDB) Phase and an Owners Advisor role. Award of the Long-Term Facility Plan does not preclude the successful Proposer from proposing on the future PDB or Owners Advisor Projects.

### **B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

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

**All questions shall be submitted on or before February 3, 2020 at 5:00 p.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Glen Wiczorek, PE, Senior Utilities Engineer (gwiczorek@a2gov.org)

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

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

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

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

A pre-proposal meeting will be held:

WHEN: January 13, 2020 at 2:00 p.m.  
WHERE: Water Treatment Plant, Conference Room, 919 Sunset Road, Ann Arbor, Michigan 48103

The meeting is not mandatory; however, it is highly recommended that interested Offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective Offerors and to answer any questions concerning RFP# 20-04. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

### **D. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective Offeror. An official authorized to bind the Offeror to its provisions must sign the proposal 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 Offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

### **E. SELECTION CRITERIA**

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City

will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected Offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held in March or April 2020. Interviews will be scheduled at a later date.

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

## **F. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the City on or before, February 28, 2020 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**
- **eight (8) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- **one (1) original fee proposal**
- **eight (8) 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# 20-04 – WTP Long-Term Facility Plan**” and list the offeror’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street, Ann Arbor, MI 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 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

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

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

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

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

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

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

## **G. DISCLOSURES**

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

## **H. TYPE OF CONTRACT**

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

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

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

## **I. NONDISCRIMINATION**

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

## **J. WAGE REQUIREMENTS**

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

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

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

## **L. COST LIABILITY**

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

## **M. DEBARMENT**

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

## **N. PROPOSAL PROTEST**

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

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

## **O. SCHEDULE**

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

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Pre-Proposal Meeting	January 13, 2020, 2:00 pm
Scheduled Site Visits	Week of January 20, 2020
Written Question Deadline	February 3, 2020, 5:00 pm
Final Addenda Published (if needed)	February 14, 2020
Proposal Due Date	February 28, 2020, 2:00 pm (Local Time)
Tentative Interviews (if needed)	TBD; Week of March 23 or April 6, 2020
Selection/Negotiations	April 2020
Expected City Council Authorizations	mid-June 2020

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

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

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



## **Q. RESERVATION OF RIGHTS**

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

## **R. ENVIRONMENTAL COMMITMENT**

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

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

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

### 1. Introduction

#### 1.1. Background

##### 1.1.1. WTP Background

1.1.1.1. The City of Ann Arbor provides drinking water to approximately 125,000 people residing in the City and neighboring townships. The City's drinking water is drawn from both surface and groundwater sources. Raw water supply is typically 85% (range 75-100%) surface water and 15% (range 5-25%) groundwater. The original Water Treatment Plant (WTP) was constructed in 1938 with expansions in 1949, 1965 and 1975. In 1996, ozone disinfection was added as primary disinfectant. The WTP is rated for 50 MGD and includes lime softening, ozone, choramines and biologically active filters. Residual solids from the treatment process are dewatered and land applied or sent to a storage lagoon that is near capacity.

1.1.1.2. The WTP is comprised of two parallel primary and secondary treatment trains, namely Plant 1 and Plant 2. Plant 1 (Basins 1-3) is rated at 22 MGD and Plant 2 (Basins 4-5) is rated at 28 MGD. Both treatment trains are in service during high demand periods. However most of the year, only one treatment train is needed. The WTP normally operates as a two-stage split treatment plant with two-stage recarbonation. For emergencies and maintenance, the WTP can operate as two-stage softening without split treatment, single stage softening with single stage recarbonation, or recarbonation without split.

1.1.1.3. Several chemicals are added to the process to aid in treatment. A cationic polymer is added at the raw water intake for seasonal zebra mussel control and added to the treatment process for settling and filterability. Phosphate is added to stabilize the water subsequent to the softening process to prevent hardness precipitation in the filters. Adjustment of pH at various stages in the treatment process is made through the addition of well water, CO<sub>2</sub> and sodium hydroxide.

##### 1.1.2. 1938 Plant 1 Background

1.1.2.1. Plant 1 consists Rapid Mix Basins 1&2, Flocculation Basins 1&2, rectangular Sedimentation Basins 1&2, Flocculation Basin 3 and a circular Clarifier 3. The Flocculation and Sedimentation basins utilize horizontal paddle wheels driven by chains and sprockets.

1.1.2.2. The 1938 Plant 1 is in need of replacement. It possesses:

1.1.2.2.1. Significant deterioration of the infrastructure including concrete, mechanical equipment, process piping.

1.1.2.2.2. High maintenance costs associated with equipment repair and basin cleaning.

1.1.2.2.3. Significant outage times due to broken equipment.

- 1.1.2.2.4. Does not meet current design standards for weir loading and being uncovered / open to the environment.

## 1.2. Project Overview

- 1.2.1. The City of Ann Arbor is seeking a Long-Term Facility Plan for the City's Water Treatment Plant that shall consider the operational, maintenance and regulatory long-term needs including current and projected water quality challenges.
- 1.2.2. The Facility Plan shall look at the needs of the WTP as a whole, while providing a near-term focus on the replacement of the 1938 Plant 1. The Facility Plan shall ensure that the near-term improvements take into consideration, will not negatively impact, and will not restrict the ability to address the long-term future needs.
- 1.2.3. The proposed replacement of the 1938 Plant 1 is anticipated to fundamentally consist of:
  - 1.2.3.1. Replacement of the rectangular primary softening basins 1 and 2 and associated floc basins.
  - 1.2.3.2. Replacement of the circular secondary softening basin 3.
  - 1.2.3.3. Demolition of the sludge storage tanks.
  - 1.2.3.4. Repair or replacement of the sludge thickeners.
  - 1.2.3.5. Installation of a permanent UV system and repurposing of the temporary system.
  - 1.2.3.6. Associated process piping modifications.
  - 1.2.3.7. Augmentation of the sodium hydroxide feed system.
  - 1.2.3.8. Other chemical feed system improvements.
  - 1.2.3.9. Addressing water quality issues, regulatory requirements, and emerging contaminants.
  - 1.2.3.10. Improved flexibility and redundancy.
- 1.2.4. The Long-Term Facility Plan will be followed by separate RFPs for the Progressive Design Build (PDB) Phase and the Owners Advisor role. Award of the Long-Term Facility Plan does not preclude the successful Proposer from proposing on the future PDB or Owners Advisor Projects.

## 1.3. Recent or On-going Projects. There has been significant activity at the WTP in recent years. Some of the recent or on-going projects include:

- 1.3.1. 2006 WTP Master Plan
  - 1.3.1.1. The 2006 WTP Master Plan included a condition assessment of all the major plant components. Among other things, the plan recommended replacement of the 1938 basins with more efficient treatment technology. As recommended by the Master Plan, a new lime feed was completed in 2013, but no basins were replaced.
- 1.3.2. 2015 WTP Alternatives Report

- 1.3.2.1. This report completed in August 2015 included source and system reliability alternatives; Plant 1 condition assessments; Plant 1 replacement alternatives; and residuals treatment alternatives analysis.
- 1.3.2.2. The 2015 WTP Alternatives Report principally recommended:
  - 1.3.2.2.1. Replacement of rectangular primary softening basins 1 and 2 with a single-stage solids contact clarifier.
  - 1.3.2.2.2. Replacement of the secondary softening basin 3 with a single-stage solids contact clarifier that could operate in parallel or series with the replacement for basins 1 and 2.
  - 1.3.2.2.3. Dredging of the existing sludge lagoon (currently scheduled for FY23) and continuing of filter press operation with land application.
- 1.3.2.3. This report is available to prospective bidders on the City's website with the RFP.
- 1.3.3. PFAS
  - 1.3.3.1. In 2018 and 2019, the City installed Calgon F400 granular activated carbon (GAC) in the filters to replace the existing Calgon F300. The new F400 GAC is on a replacement cycle of every 24 months. The replacement is in effort to increase removal of PFAS from the drinking water. Since the carbon change-outs, PFOA and PFOS levels in Ann Arbor's drinking water have been non-detect.
- 1.3.4. *Cryptosporidium*
  - 1.3.4.1. In June 2017, EGLE (then MDEQ) notified the City of Ann Arbor that their drinking water supply contained levels of *Cryptosporidium* that require additional protection to comply with the EPA Long-term 2 Enhanced Surface Water Treatment Rule (LT2). EGLE stated that compliance for treatment was required by June 2020.
  - 1.3.4.2. The WTP can meet the LT2 regulations through a combination of combined filter effluent turbidity and two-stage softening. However if either of these barriers encounter a problem or are taken out of service, it was determined that an interim Ultraviolet Disinfection System shall be installed to be the additional barrier and meet the regulations.
  - 1.3.4.3. Construction is currently underway to install an interim Ultraviolet Disinfection System and will be fully complete in the latter half of 2020. The interim UV system will have a firm capacity of 25 MGD.
- 1.3.5. 1,4-Dioxane
  - 1.3.5.1. Between July and December 2019, the City has been evaluating locations to install sentinel monitoring wells between the north edge of the prohibition zone and Barton Pond. This work is part of the City's approach to ensure the City's surface water supply is protected from contamination.
  - 1.3.5.2. Other on-going related activities include public engagement, Superfund discussions, and EGLE coordination. It is anticipated that the locations of

the sentinel monitoring wells will soon be finalized. Monitoring and sampling would begin after construction of the wells.

#### 1.3.6. SCADA System Replacement

1.3.6.1. The WTP is currently engaged in a Progressive Design Build project for a new SCADA system. This new system includes replacement of the SCADA software, programming and screen development, PLC and hardware replacement, modifications to the Control Room, and improvements to cyber security, communications and other related work. The WTP is assisted on this project with an Owners Advisor role.

#### 1.3.7. Raw Water Intake and Watermain Replacement

1.3.7.1. Design has been substantially completed for the replacement of the raw water intake. Replacement includes the piping from the intake to the Barton Raw Water Pump Station, and the valves at the pump station. Construction is anticipated in approximately 2022 through 2025.

#### 1.3.8. Architectural / Structural Improvements project

1.3.8.1. The Water Treatment Services Unit (WTSU) maintains approximately 20 different building envelopes and roofing systems throughout the City including the Water Treatment Plant (WTP), two hydroelectric dam powerhouses, and five remote pump stations.

1.3.8.2. Several of the buildings associated with the WTP, pump stations and hydroelectric dam powerhouse were found to exist in various conditions ranging from very poor to satisfactory.

1.3.8.3. The WTP is in the middle of a multi-phased project whose scope includes performing prioritized masonry restoration and roofing repairs and replacement. The goal of the repairs is to restore the WTP facilities to structural soundness and prolong useful life while maintaining overall general appearances (color, style, details, materials, etc.).

#### 1.3.9. Ammonia Feed Improvements

1.3.9.1. The WTP recently completed improvements to the ammonia feed system. The WTP uses sodium hypochlorite in combination with ammonia gas to generate monochloramines for secondary disinfection in the distribution system.

1.3.9.2. The project included new ammoniator panels, and replacement of all valves and piping from the bulk and day tanks. Ammonia feed is still adjusted manually based upon residuals. However, the new ammoniators are capable of automatic adjustment.

#### 1.3.10. Asset Management Plan development

1.3.10.1. The WTP is in the process of implementing its Asset Management Plan. The WTP has identified 239 of the 2032 assets in its computerized maintenance management system to be considered "AMP" assets. The WTP has completed the condition assessment of 60 of the 239 assets. Information gaps should be anticipated as the WTP works to complete the assessments.

## 2. Long-Term Facility Plan

### 2.1. Goals and Objectives

- 2.1.1. The Facility Plan shall consider the long-term needs of the City's water treatment plant, ensuring that near-term decisions do not restrict the ability to address long-term future needs. More specifically, it will consider both short and long term needs (operational, maintenance and regulatory) and give consideration to physical layout in a landlocked site.
- 2.1.2. The Facility Plan shall include a prioritization and sequencing of the needs and recommendations based upon regulatory requirements, criticality, available budget, maintaining of plant operations, etc. The Facility Plan shall provide a road map depicting which components of the plan can be phased, and develop a master schedule.
- 2.1.3. The Facility Plan shall have a project planning period of approximately 50-years, with equipment replacement cycles at 15-20 years.
- 2.1.4. The Facility Plan shall provide a clear understanding of the future 1938 Plant 1 Replacement project scope to various stakeholders such as City Council, Administrators, WTSU, Customers, and EGLE.
- 2.1.5. The Facility Plan will be shared with Prospective Bidders in future RFPs for the next phases of the project, namely the Progressive Design Build (PDB) Phase and the Owner's Advisor role.
- 2.1.6. The Facility Plan is necessary to seek various funding sources, facilitate public engagement, perform financial planning, initiate EGLE approvals, etc.

### 2.2. Desired level of efforts; Establishing expectations

- 2.2.1. Although the 2015 WTP Alternatives Report presents conceptual concepts and recommendations, the City desires furtherance of this report which includes a peer review and independent consideration of other alternatives that meet the project Goals and Objectives, and that meet all regulatory requirements.
- 2.2.2. In preparing the level of effort, it should be understood that a Progressive Design Build Phase (via a separate RFP) will follow the completion of this Facility Plan. Therefore, the Facility Plan does not need to be overly prescriptive, yet thorough enough to ensure the recommendations are constructible, without conflict and ultimately successful.
- 2.2.3. The Facility Plan should be sufficiently focused to ensure that the Prospective Bidders for the PDB Phase will have a clear understanding of the improvements proposed for design and construction.
- 2.2.4. The Scope of Work in subsection 3 below describes ideas and concepts that have been identified by WTP Staff for inclusion in the Facility Plan. The ideas and concepts are not intended to be all inclusive but are shared in an effort to capture some of the known concerns. Prospective Bidders should consider including these

- ideas, develop additional ones, and generate innovative, comprehensive solutions to the WTP long term needs.
- 2.2.5. Additional work necessary to meet the intent of the Project should be included in Proposals. Alternate solutions or methods to items presented in the Scope of Work section are encouraged and will be considered.
- 2.2.6. Scope items not included in this Facility Plan include:
- 2.2.6.1. Detailed condition assessments. See 2006 and 2015 assessments in other reports. However, a targeted assessment should be performed as necessary to form the basis of the recommendations (example: primary electrical system).
  - 2.2.6.2. Filter Pressing – the City will continue to use the existing plate and frame filter presses.
  - 2.2.6.3. Remote pump stations
  - 2.2.6.4. Water Storage (elevated and ground)
  - 2.2.6.5. Distribution system improvements – however some strategic local pipe replacement at the WTP may be included due to age and condition.
  - 2.2.6.6. Raw Water Improvements – to the well field or the surface water conveyance
  - 2.2.6.7. Lime Slaking – it is not anticipated that the slaking process will be changed, unless it is determined that a significant change to the treatment process is recommended.
- 2.2.7. If there are items included in the Scope of Work below that the Consultant believes is not recommended or unnecessary to accomplish the goals, these items should be identified.

### 3. Scope of Work

#### 3.1. Strategic Planning (Beginning with the end in mind)

- 3.1.1. Conduct and facilitate a strategic planning initiative. Perform SWOT Analysis and develop Water Treatment Level of Service Goals to memorialize critical decisions that will shape the future course of the WTP. Examples of issues to consider include, but are not limited to, performance measures, emerging contaminants, connection to the Great Lakes Water Authority (GLWA), future customer service area, research capabilities, etc.
- 3.1.2. How will these decisions be made? What tools does the Consultant have available to assist with decision making?
- 3.1.3. The strategic planning may include various stakeholders such as Council members, Administrators, WTP staff and others.
- 3.1.4. The conclusions of the strategic planning initiative shall be used as a guiding tool throughout the preparation of the Long-term Facility Plan.

## 3.2. Assessment of Needs (current and future) and Development/Evaluation of Alternatives

### 3.2.1. Review Background documentation, perform site inspections, etc.

#### 3.2.1.1. Available documentation includes:

- 3.2.1.1.1. 2006 WTP Master Plan – CH2MHill
- 3.2.1.1.2. 2015 WTP Alternatives Report – Black&Veatch
- 3.2.1.1.3. 2017 LT2ESWTR Alternatives
- 3.2.1.1.4. 2018 Ultraviolet Disinfection System Design Basis Report
- 3.2.1.1.5. DWRP Project Plan for the 2018 Ultraviolet Disinfection System
- 3.2.1.1.6. 2019 SCADA System Improvements Basis of Design Report
- 3.2.1.1.7. 2008 Lime System Improvements Preliminary Design Report
- 3.2.1.1.8. 2014 Sanitary Survey
- 3.2.1.1.9. Ozone O&M Manuals
- 3.2.1.1.10. Monthly Operator Reports
- 3.2.1.1.11. City's Hydraulic Distribution System Model (Innovyze InfoWater 12.4)
- 3.2.1.1.12. AutoCAD background drawings of the WTP from past projects for use.

#### 3.2.1.2. As part of the Proposals, identify any critical documentation that would be necessary for the Proposer to complete their scope of work.

### 3.2.2. Determine future water demands

- 3.2.2.1. Forecast future demands using the State Demographer Office official projections and the contractual flows for the City's wholesale customers. The State Demographer's projections are distributed to local organizations via SEMCOG, WATS and other local agencies.
- 3.2.2.2. Adjust projections as needed to meet the project planning period.
- 3.2.2.3. Consider other economic forecast models which may impact the demand forecast.
- 3.2.2.4. Coordinate with the City's Planning Department on growth projections, specifically the downtown core where densification and vertical development are possible.
- 3.2.2.5. If applicable, the Facility Plan shall consider future growth when sizing and locating project components

### 3.2.3. Perform process-focused risk assessment to determine points of weakness and lack of redundancy at:

#### 3.2.3.1. The WTP.

- 3.2.3.1.1. Including the electrical systems.

#### 3.2.3.2. The raw water sources.

- 3.2.3.2.1. In terms of quality, quantity and potential contaminants



### 3.2.4. Furtherance of the 2015 WTP Alternatives Report

#### 3.2.4.1. Perform peer review of the 2015 WTP Alternatives Report by Black&Veatch

3.2.4.1.1. Is a “do nothing” alternative an option? Describe the consequences.

#### 3.2.4.2. With advances in water treatment technology, are solids contact clarifiers still the recommended treatment approach?

3.2.4.2.1. Consider and evaluate alternative solutions (example: Microfiltration). The effort should be a stepped approach, beginning with a cursory review to see if the alternatives warrant further evaluation. The Fee Proposal shall be reflective of the stepped approach.

3.2.4.2.2. Evaluation shall include the impact that waste streams may have on the Wastewater Treatment Plant (WWTP), both positive and negative.

#### 3.2.4.3. Perform update of the alternative to purchase wholesale drinking water from the Great Lakes Water Authority (GLWA).

3.2.4.3.1. Update assumptions and perform independent evaluation in coordination with GLWA.

3.2.4.3.1.1. Review GLWA water chemistry including, but not limited to, assessing the compatibility and corrosion control concerns with the City of Ann Arbor’s distribution piping.

3.2.4.3.1.2. Evaluation shall include the impact that the wholesale purchase may have on the WWTP, both positive and negative. Examples include nutrients like phosphorus and contaminants like PFAS. See also subsection 3.2.11 Evaluation of WWTP Biosolids Disposal Alternatives.

3.2.4.3.2. Perform all coordination and scheduling with GLWA. Contact person: Mr. Timothy Kuhns – Manager, GLWA Water Supply Engineering Group; [timothy.kuhns@glwater.org](mailto:timothy.kuhns@glwater.org). Attend meetings as needed.

3.2.4.3.2.1. GLWA would like to assist in developing alternatives to provide water supply to the City of Ann Arbor. Though only conceptual, GLWA believes there are a variety of alternatives worth investigating. These range from raw water delivery, finished water delivery, fully redundant feeds, single feed with emergency connections from adjacent GLWA customers, and various points of connections including repurposed City of Ann Arbor pump stations and reservoirs. GLWA will review their system’s ability to deliver water to Ann Arbor through a variety of options. The successful Consultant shall assess the feasibility and needs of the City of Ann Arbor’s water system to receive the water from GLWA.

- 3.2.4.3.2.2. In parallel, yet independent from GLWA, evaluate the technical feasibility of alternatives based on hydraulics, water quality, pipeline routing and operational factors.
- 3.2.4.3.2.3. It is anticipated that GLWA will provide provisional rates using their current year model. Successful Consultant shall determine and provide to GLWA the following: 1) potential meter pit locations for feeds from GLWA; 2) potential meter pit elevations; 3) potential meter pit sizing; 4) potential max day and peak hour demand estimates. There will not be any contractual discussions with GLWA, however experience with GLWA rate determination may be valuable.
- 3.2.4.3.2.4. It is undetermined if GLWA will prepare a capital cost estimate to construct the GLWA portion for any of the viable alternatives. Regardless, the Successful Consultant shall prepare an independent estimate of the capital costs. Develop opinions of probable capital cost, O&M annual comparisons (including chemical, hauling, staffing, etc.), and life cycle cost comparisons.
- 3.2.4.3.2.5. Note: It was indicated above in Section 2.2.6 that the City's remote pump stations, water storage and distribution system were not to be included in the Long-Term Facility Plan. However, it should be understood that this infrastructure may need to be reviewed on a limited basis to evaluate what improvements are necessary to receive GLWA water and ultimately prepare an opinion of cost.

### 3.2.5. Conversion to a single stage softening plant

- 3.2.5.1. Determine how many clarifiers, size, redundancy strategy (including redundant feeds to the filters). The investigation will need to balance demands, flexibility, redundancy, available space, budget, etc. Incorporate current regulatory requirements, such as covered basins. Could the proposed concept hydraulically work in conjunction with Plant 2? This may require review of hydraulic grade lines, Barton Pump curves, etc.
- 3.2.5.2. Consider future changes to raw water supply. (Example: changes to source water blending, more well water as a percentage of total flow).
- 3.2.5.3. Develop concepts to ensure that conversion to single stage softening can be successfully accomplished.
  - 3.2.5.3.1. WTP Staff have previously operated both Clarifiers 4 and 5 as independent single stage basins. It is not anticipated that bench scale testing or pilot testing will be required. However, this is left up to the Consultant. Demonstrative single stage operation of Clarifiers 4/5 may be coordinated with WTP Staff if the Consultant

desires observation or testing, however this will be dependent upon availability and seasonal restrictions.

- 3.2.5.3.2. If the recommendations include one clarifier, can there be a contingency plan included in the design if single stage softening is not successful after construction? Or at certain times of the year?
- 3.2.5.3.3. If there will be two clarifiers, can the two be hydraulically connected to operate in parallel, or series as two-stage if desired?
- 3.2.5.4. Assess and incorporate Plant 2 Clarifiers 4/5 to the extent that they should be considered as part of the overall operations, redundancy strategies, and long-term financial planning and will require replacement at some point. If replacement is within the horizon of the Facility Plan, Plant 2 shall be conceptually included for financial forecasting in future phases.

### 3.2.6. Disinfection

- 3.2.6.1. The WTP currently uses three different methods of disinfection (namely ozone, UV and monochloramines) for different purposes. Perform an overview of the current disinfection methods and develop an overall strategy. Are the three different methods the most efficient approach to meet the different needs?
- 3.2.6.2. Permanent LT2ESWTR (*Cryptosporidium*) treatment
  - 3.2.6.2.1. The State of Michigan EGLE is requiring a permanent disinfection system to meet the LT2ESWTR requirements for Bin 2. This system will replace the interim UV system that will be on-line in 2020.
  - 3.2.6.2.2. Develop the recommended method of treatment (example: permanent UV Disinfection Building)
    - 3.2.6.2.2.1. Method shall be capable of the full plant flow
    - 3.2.6.2.2.2. Review monochloramine degradation with UV. Evaluate the need to change the secondary disinfection feed points and the impacts associated with that.
    - 3.2.6.2.2.3. Review sample locations.
    - 3.2.6.2.2.4. Develop conceptual location on the site including identifying feasible pipe routes and connections.
    - 3.2.6.2.2.5. Review Transfer Pump curves and capacities with new head loss calculations to determine if replacement of transfer pumps will be required.
    - 3.2.6.2.2.6. Present annual operating and maintenance cost estimates.

### 3.2.7. Potential Treatment of 1,4-Dioxane

- 3.2.7.1. The WTP desires to be proactively positioned to treat the 1,4-Dioxane if the sentinel wells forecast the contamination to reach the raw water source.

- 3.2.7.2. Determine recommended percent removals (target removal) and describe the basis for the determination.
  - 3.2.7.3. Determine method of treatment
    - 3.2.7.3.1. Will this be upgrading a permanent UV Disinfection System for UV Peroxide?
    - 3.2.7.3.2. Or will this be another Advanced Oxidation (AO) system, like Ozone Peroxide?
      - 3.2.7.3.2.1. Can the WTP's existing ozone system be upgraded? (i.e. replace the internal components like electrodes, use of existing cells for ozone peroxide feed after adequate primary disinfection contact time)
      - 3.2.7.3.2.2. Or would the existing system need to be replaced in its entirety? Power Supply Units, vessels, LOX, etc.
      - 3.2.7.3.2.3. Identify building considerations and other necessary improvements
      - 3.2.7.3.2.4. Evaluate bromate formation and review permit limits.
      - 3.2.7.3.2.5. Are there other disinfection by-products to consider with peroxide?
      - 3.2.7.3.2.6. Will the proposed operation have any impact on the biofilters? If another chemical is added, say to quench the peroxide, what are the potential water quality impacts?
  - 3.2.7.4. Develop life cycle cost comparison, capital cost, annual operating and maintenance costs, energy costs, etc.
  - 3.2.7.5. Develop conceptual location on the site.
  - 3.2.7.6. Perform conceptual review of constructability. Can the WTP maintain treatment while the improvements are being constructed?
- 3.2.8. Long Term PFAS treatment options
- 3.2.8.1. Review and assess the current PFAS treatment approach. Are there any recommendations for improvement? Are there any recommendations to improve the carbon change outs? Consider how the carbon change outs will be maintained during the construction of the Plant 1 replacement.
  - 3.2.8.2. Develop long-term PFAS treatment strategies. How can the WTP be positioned to accommodate future PFAS regulations (such as short chains). Evaluate different technologies (such as ion exchange, high pressure membranes) for possible improvements, including impacts from contaminated waste streams (if applicable). Incorporate the City's results on comparing single-use versus regeneration of GAC.
  - 3.2.8.3. Develop concept to physically locate the equipment (if applicable).
  - 3.2.8.4. Prepare economic comparison and annual operating cost estimates.
  - 3.2.8.5. Consider other filter modifications to optimize filter performance for PFAS removal and normal operations.
    - 3.2.8.5.1. Prepare recommendations for filter optimization, balancing the competing needs of PFAS removal with bio filtration.

- 3.2.8.5.2. Investigate feasibility of increasing filter bed depth, raising troughs, etc.
  - 3.2.8.5.3. Develop plan to use dechlorinated filter effluent to backwash filters.
- 3.2.9. Other Emerging Contaminants
- 3.2.9.1. Identify other emerging contaminants (example: NDMA) and incorporate means to address the needs in the future.
- 3.2.10. Sodium Hydroxide Feed System
- 3.2.10.1. Evaluate additional NaOH needed to reduce hardness if the WTP switches to single stage softening.
  - 3.2.10.2. Evaluate additional NaOH needed to reduce hardness if the WTP lowers hardness goals in the future.
  - 3.2.10.3. Determine impact on sodium levels in the finished water to achieve lower hardness goals.
  - 3.2.10.4. Perform cost evaluation including capital, O&M, chemical costs.
  - 3.2.10.5. Develop conceptual location on the site.
- 3.2.11. Evaluation of WWTP Biosolids Disposal Alternatives
- 3.2.11.1. It is anticipated that future improvements to the WTP stemming from the recommendations in this Project will have the potential to impact operations at the WWTP, most notably to the biosolids management.
  - 3.2.11.2. Sometime in 2020, EGLE Water Resources Division may establish PFAS biosolids concentration levels that can be land applied.
  - 3.2.11.3. If these future regulations restrict land application of biosolids due to PFAS concentrations (or other contaminants), what alternatives exist? Evaluate the impacts that the WTP improvements will have on the WWTP. Evaluate biosolids disposal alternatives for the WWTP. Prepare cost estimates and evaluate the net changes to disposal costs.
- 3.2.12. Electrical Improvements
- 3.2.12.1. The WTP is fed by redundant power feeds from DTE, namely Hobart and Argo medium voltage services. The primary switchgear lineup is located outdoors near the southern property line. Power is distributed throughout the plant as Red, Green, Blue East and Blue West substations. A 1.5MW diesel generator was installed in 1996 to provide backup power.
  - 3.2.12.2. Develop Preliminary Basis of Design for WTP Primary Electrical System Improvements
    - 3.2.12.2.1. Much of the electrical equipment is outdated, parts are becoming unavailable, mechanical systems like kirk keys are failing, and service can be performed by only a select few.

- 3.2.12.2.2. Determine and assess potential points of failure, lack of redundancy (example: all conductors located in one electrical manhole)
- 3.2.12.2.3. There is inadequate surge protection from primary spikes and on secondary systems throughout the plant.
- 3.2.12.2.4. Evaluate replacement of existing primary switchgear (Manufacturer: S&C) for Argo and Hobart power sources.
- 3.2.12.2.5. Consider locating new primary switchgear in a new Electrical Building. Develop potential locations for the building.
- 3.2.12.2.6. Consider addition of ATS for the Blue substation as part of the manual main-tie-main configuration.
- 3.2.12.2.7. Develop a redundancy scheme. Consider a medium voltage loop as an option.

### 3.2.13. Miscellaneous Considerations (Auxiliary Systems and Facilities)

- 3.2.13.1. The purpose of this subsection is to capture any additional significant improvements that will either impact the Plant 1 Replacement or will be impacted by the construction.
- 3.2.13.2. It is anticipated that the Consultant will have many additions to this section.
- 3.2.13.3. Develop solutions to address the shortcomings from the process-focused risk assessment described earlier in the Scope of Work section 3.2.3.
- 3.2.13.4. Possible miscellaneous improvements for consideration:
  - 3.2.13.4.1. Improve traffic routes on site - For both the construction phase and permanent long-term operations, a drive through the plant (connecting Pomona drive to Sunset Delivery drive) will result in construction efficiency, reduce construction time and cost, and result in more efficient chemical deliveries.
  - 3.2.13.4.2. Relocate chemical feed systems and/or bulk chemical storage
    - 3.2.13.4.2.1. Example - NaOCl and ammonia to be possibly relocated to feed after UV disinfection.
    - 3.2.13.4.2.2. Example - pH adjustment to be provided after the filters.
    - 3.2.13.4.2.3. Example - Covered storage to be provided for bulk chemicals.
    - 3.2.13.4.2.4. Example – The existing Ammonia Building location may be in conflict with other proposed improvements.
  - 3.2.13.4.3. Demolish the existing sludge storage tanks – these tanks are no longer used. The space may be better utilized for a different function.
  - 3.2.13.4.4. Repair or replace and relocate sludge thickeners – the sludge thickeners are in disrepair, experiencing concrete deterioration and steel corrosion. Rebuilding and relocating could permit other needed improvements.

- 3.2.13.4.5. Evaluate building use and the need for building modifications including possible additions or reallocation of spaces. The needs assessment may shed light on shortcomings at the WTP such as the need for more maintenance and office space, replacement of the weld shop, process lab improvements, covered parking for work trucks, more storage space, etc.
  - 3.2.13.4.5.1. Note: Demolition of Carbon House necessitates new metal/weld shop, office space, sludge and dewatering pumps.
- 3.2.13.4.6. Renovate the Process Lab.
- 3.2.13.4.7. Replace two valves behind ozone building. The valves isolate the ozone building effluent from the filters. The valves are deep and located immediately adjacent to the southern property line.
- 3.2.13.4.8. Security – Incorporate the recommendations from the AWIA Risk and Resiliency Assessment (being conducted separately by the City).
- 3.2.13.4.9. Information Technology
  - 3.2.13.4.9.1. Develop a plant-wide uninterrupted power supply (UPS) plan with the goals of reducing the number of smaller UPSs, developing standards, reviewing critical equipment to backup, and incorporating new equipment from the SCADA Improvements Project.
  - 3.2.13.4.9.2. Include evaluation and recommendations for internal plant networking (Cat5 and fiber cabling).
  - 3.2.13.4.9.3. Include conceptual plan for allocating space for future telecom equipment relocated from the WTP rooftops and a new telecom tower.
- 3.2.13.4.10. LEED and other sustainability considerations.
  - 3.2.13.4.10.1. Are there large scale considerations that would be compatible with the City’s carbon neutrality initiative? Examples: Is the addition of solar power or geothermal a viable alternative? Perform quantitative analysis and conceptually locate if applicable.
  - 3.2.13.4.10.2. Are there smaller, more localized recommendations that would promote carbon neutrality?

### 3.3. Project Management and Administration

#### 3.3.1. Funding

- 3.3.1.1. At the appropriate stages of the project, develop cost estimates for:
  - 3.3.1.1.1. The various alternatives to assist in evaluation, prioritization and selection.

- 3.3.1.1.2. A refined cost estimate for the selected alternatives and final recommendations.
  - 3.3.1.1.3. A total project cost estimate including administrative, engineering, bonding, legal, permitting, construction and contingency costs.
  - 3.3.1.1.4. Provide Class 4 Level engineering cost estimates (+50%, -30%) as defined by AACE.
  - 3.3.1.2. Prepare Annual Cash Flow Projection
    - 3.3.1.2.1. From current date to completion of construction
    - 3.3.1.2.2. The purpose of this effort is to assist with establishing fiscal year budgets.
    - 3.3.1.2.3. Site constraints may limit the amount of construction that can take place in a given year. Prepare cash flow projections with consideration to how much can be physically constructed with the limited access and the site restrictions.
  - 3.3.1.3. In coordination with the City's Financial Team, determine rate impacts to the City's customers.
  - 3.3.1.4. State of Michigan Drinking Water Revolving Fund (DWRF) Project Plan
    - 3.3.1.4.1. Prepare and submit DWRF Project Plan
    - 3.3.1.4.2. Include all effort necessary to meet all EGLE requirements for submission and approval.
      - 3.3.1.4.2.1. Available information from the City includes DWRF Project Plan for the 2018 Ultraviolet Disinfection System and other prior projects.
    - 3.3.1.4.3. Prepare the advertisement and presentation for the Public Hearing.
    - 3.3.1.4.4. Attend and present at the Public Hearing.
    - 3.3.1.4.5. Participate in conference calls with EGLE as necessary.
    - 3.3.1.4.6. Prepare the Submittal of DWRF Application Part I.
  - 3.3.1.5. WIFIA funding
    - 3.3.1.5.1. Investigate and present requirements (such as Iron&Steel Act, application fees and timing.)
    - 3.3.1.5.2. Develop schedule, milestones, road map for securing WIFIA funding
    - 3.3.1.5.3. Can WIFIA and DWRF work in conjunction? Are there limitations?
    - 3.3.1.5.4. Prepare and submit the application.
  - 3.3.1.6. Investigate and present other possible sources of funding.
- 3.3.2. Permitting
- 3.3.2.1. Conduct meetings with EGLE.
  - 3.3.2.2. Submit draft report to EGLE.
  - 3.3.2.3. Respond to EGLE questions.
  - 3.3.2.4. Submit final report to EGLE.



### 3.3.3. Public Engagement

#### 3.3.3.1. Subcontract the services of a Public Engagement Expert.

- 3.3.3.1.1. The City will be separately advertising Requests for Proposals to procure the services of an expert to lead, facilitate and execute the public engagement effort. The Public Engagement Expert will be selected by the City.
- 3.3.3.1.2. The RFP for the Public Engagement Expert will be issued at a later date and will be numbered RFP# 20-05 (provided for reference).
- 3.3.3.1.3. The successful Proposer of this RFP #20-04 – WTP Long Term Facility Plan shall subcontract the Public Engagement Expert, and provide technical assistance and support as needed.
- 3.3.3.1.4. If the schedule does not permit it earlier, the Public Engagement Expert's scope of work may be added to this project by amendment.

#### 3.3.3.2. The successful Proposer shall:

- 3.3.3.2.1. Subcontract the Public Engagement Expert selected by the City.
- 3.3.3.2.2. Incorporate the Expert's scope of work into this project.
- 3.3.3.2.3. Attend and participate in all public meetings.
- 3.3.3.2.4. Participate in a Public Advisory Committee, which may be comprised of various stakeholders potentially including Council members, significant customers (like wholesale customers and UofM), and City Administrators.
- 3.3.3.2.5. Provide technical support and display materials to the Expert. Prepare display materials and presentations for different audiences; and present.
- 3.3.3.2.6. Prepare project updates and materials for the City-maintained public website offering status reports to the public. Prepare updates and materials for other social media outlets.

#### 3.3.3.3. All public engagement efforts shall follow the City's Public Engagement Toolbox.

#### 3.3.3.4. While the number of public meetings, committee meetings and presentations is not defined, the Proposer shall present their assumptions based upon their experience with similar projects and reflect accordingly in the Fee Schedule.

- 3.3.3.4.1. Presentations shall include, but not be limited to, the Public Advisory Committee, City Administrators, City Council, WTP staff, Planning Commission, Environmental Commission, and the public.

### 3.3.4. Project Planning

- 3.3.4.1. The Long-Term Facility Plan contains a multitude of inter-related components, many of which are contingent upon the results of preceding efforts. Consider preparing, and including in the proposal, a flow chart to

- provide a graphical overview of the Prospective Proposer's approach to the project.
- 3.3.4.2. While not listed repeatedly under each section of the Scope of Work, it is required that each investigation shall include the preparation of technical memorandums, preliminary basis of design, sketches, economic comparisons, economic and non-economic evaluations, opinions of cost, conclusions, recommendations, etc.
  - 3.3.4.3. Conduct and facilitate all meetings and workshops including the preparation of agendas, meeting minutes, summary of decisions, action items, etc.
    - 3.3.4.3.1. Workshops
      - 3.3.4.3.1.1. As part of the Proposal submission, provide a list of anticipated workshops, including proposed attendees at each workshop.
      - 3.3.4.3.1.2. A high level of City staff involvement should be anticipated.
      - 3.3.4.3.1.3. Workshops should be utilized to solicit staff input and to present findings and results.
      - 3.3.4.3.1.4. Utilize a matrix-style presentation where feasible. Rate and score based upon cost, criticality, water quality, and other non-economic criteria.
  - 3.3.4.4. Prepare planning recommendations, guidelines and strategies. While the PDB Team will be responsible for developing detailed schedules, GMPs, etc., the scope below will assist the City with initial high level planning efforts such as staffing needs, fund balances, water rates, etc.
    - 3.3.4.4.1.1. Develop master project schedule (from study phase through construction and commissioning). Incorporate the current Capital Improvement Plan projects in the master schedule. Identify critical tasks that may take an extraordinary length of time or effort. Identify risks to the schedule that the City may not have control of.
      - 3.3.4.4.1.1.1. Example: With the limited available space for storage, staging, parking, etc., is it recommended to investigate off-site storage areas? Will this require land acquisition, lease agreements, etc.? Use of sludge pond property?
    - 3.3.4.4.1.2. Prioritize the recommendations. Develop a phasing plan and conceptual schedule for Preparatory work, Near-Term work (i.e. Plant 1 replacement), Intermediate, Long-Term Implementation. The phased work shall also be reflected in a Cash Flow Projection table, and graphically in site layout sketches. Identify what Phase 2 of a Plant Replacement Project might include.
    - 3.3.4.4.1.3. Prepare a Risk Register and an assessment of the constructability of the project. What are the significant

challenges that the City faces? What areas of the project possess the greatest risk?

- 3.3.4.4.1.4. Provide recommendations for staffing requirements.
  - 3.3.4.4.1.4.1. For a project of this size and magnitude, and for a project delivery method of PDB, what staffing requirements are needed during the design and construction phases?
  - 3.3.4.4.1.4.2. For the recommended improvements, discuss how the changes will impact current staffing levels. Will additional technicians be needed?
- 3.3.4.4.1.5. As part of the Proposal, identify expectations for work to be performed by City staff. Organize in a tabular format that includes tasks, staff members, and estimated time commitment.

### 3.3.5. Report Preparation and Deliverables

- 3.3.5.1. As part of the proposal, include a list of deliverables for each section of the Work Plan.
- 3.3.5.2. Prepare an Executive Summary as part of the Report
- 3.3.5.3. Prepare a separate one-page fact sheet.
- 3.3.5.4. Prepare a separate list of final recommended improvements to be used as a basis for the PDB RFP.
- 3.3.5.5. Provide six (6) hard copies, 3-ring binders for City files. Additional hard copies as required for DWRF, WIFIA, EGLE, other stakeholders, etc.
- 3.3.5.6. Provide electronic files of all deliverables. Editable files and .pdf
- 3.3.5.7. Establish a document management system.
  - 3.3.5.7.1. Provide all files from the document management system on a thumb drive at the completion of the project.
- 3.3.5.8. Set up and maintain a publically-accessible project web page. Prepare materials and periodic updates for posting on web page. A link to the web page will be located on the City's website.
- 3.3.5.9. Provide all other related deliverables necessary to complete the work, including but not limited to:
  - 3.3.5.9.1. PowerPoint presentations, cost estimates, basis of designs, technical memos, model runs if applicable, schedules, agendas, etc.

## Level of Effort Summary

Include Level of Effort (LOE) and fee estimate. LOE shall be included in the main body of the Proposal, while Fees shall be sealed in a separate envelope. Fees and LOE shall be broken down into discrete tasks for easy evaluation by the City. Fees shall include future salary adjustments anticipated over the Contract period if applicable. Include in the Proposal, all assumptions that impact the proposed LOE and fee.

In addition to the LOE spreadsheet, a LOE Summary table shall also be prepared. The sample Summary table below is provided to establish some level of uniformity and to provide guidance on the level of detail desired. However, based upon the Proposer’s work plan, edits and additions may be made to best match their scope of work.

Level of Effort Summary Table		
Task or Subtask		Hours
3.1	Strategic Planning	
3.2	Assessment of Needs and Development/Evaluation of Alternatives	
	3.2.1 Review of Background Information	
	3.2.2 Determine Future Water Demands	
	3.2.3 Perform Process-Focused risk assessment	
	3.2.4 Furtherance of 2015 Alternatives Report	
	3.2.4.1 Peer Review	
	3.2.4.2 Alternatives	
	3.2.4.3 GLWA regional supply	
	3.2.5 Conversion to single stage clarification	
	3.2.6 Disinfection	
	3.2.7 Potential Treatment of 1,4-Dioxane	
	3.2.8 Long Term PFAS Treatment	
	3.2.9 Other Emerging Contaminants	
	3.2.10 Sodium Hydroxide Feed System	
	3.2.11 Biosolids Disposal Options	
	3.2.12 Electrical Improvements	
	3.2.13 Miscellaneous Considerations	
	Subtotal – Section 3.2 Assess and Dev. Alternatives	
3.3	Project Management and Administration	
	3.3.1 Funding	
	3.3.2 Permitting	
	3.3.3 Public Engagement	
	3.3.4 Project Planning	
	3.3.5 Report Preparation and Deliverables	
	Subtotal – Section 3.3 Project Man. and Admin.	
	Project Grand Total	

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

### **PROPOSAL FORMAT**

Offerors should organize Proposals into the following Sections:

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

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals. Refer to Section II Scope of Services for additional requirements.

#### A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office(s) 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 key 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 specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The project descriptions shall include the municipality/agency name, address, telephone number, project title,

and contact person. Descriptions shall include engineering fees, construction costs (if applicable), project durations, etc.

Provide a matrix graphically presenting the key individuals and their involvement in the past similar projects. The matrix shall include the individual's roles and their location.

#### C. Proposed Work Plan – 30 points

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

Refer to Section II Scope of Services for additional requirements, including but not limited to: Level of Effort spreadsheets, project schedule, list of anticipated workshops, expectations/responsibilities of the City, deliverables, assumptions, exclusions, etc.

Offerors shall be evaluated on the clarity, thoroughness, efficiency 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. Offerors 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 Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be returned with the proposal. These elements should be included as attachments to the proposal submission.

Resumes shall also be included as attachments. Resumes shall be customized to highlight applicable experience.

## **PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six (6) members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

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

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double-sided on recycled paper. Proposals should not be more than 50 double-sided sheets

(100 sides), not including required attachments and resumes. Font shall be 11 pt minimum.

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

## **ADDENDA**

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](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 Offeror must acknowledge in its proposal all addenda it has received. The failure of an Offeror to receive or acknowledge receipt of any addenda shall not relieve the Offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.



## **SECTION IV - ATTACHMENTS**

Attachment A – Process Flow Diagram

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

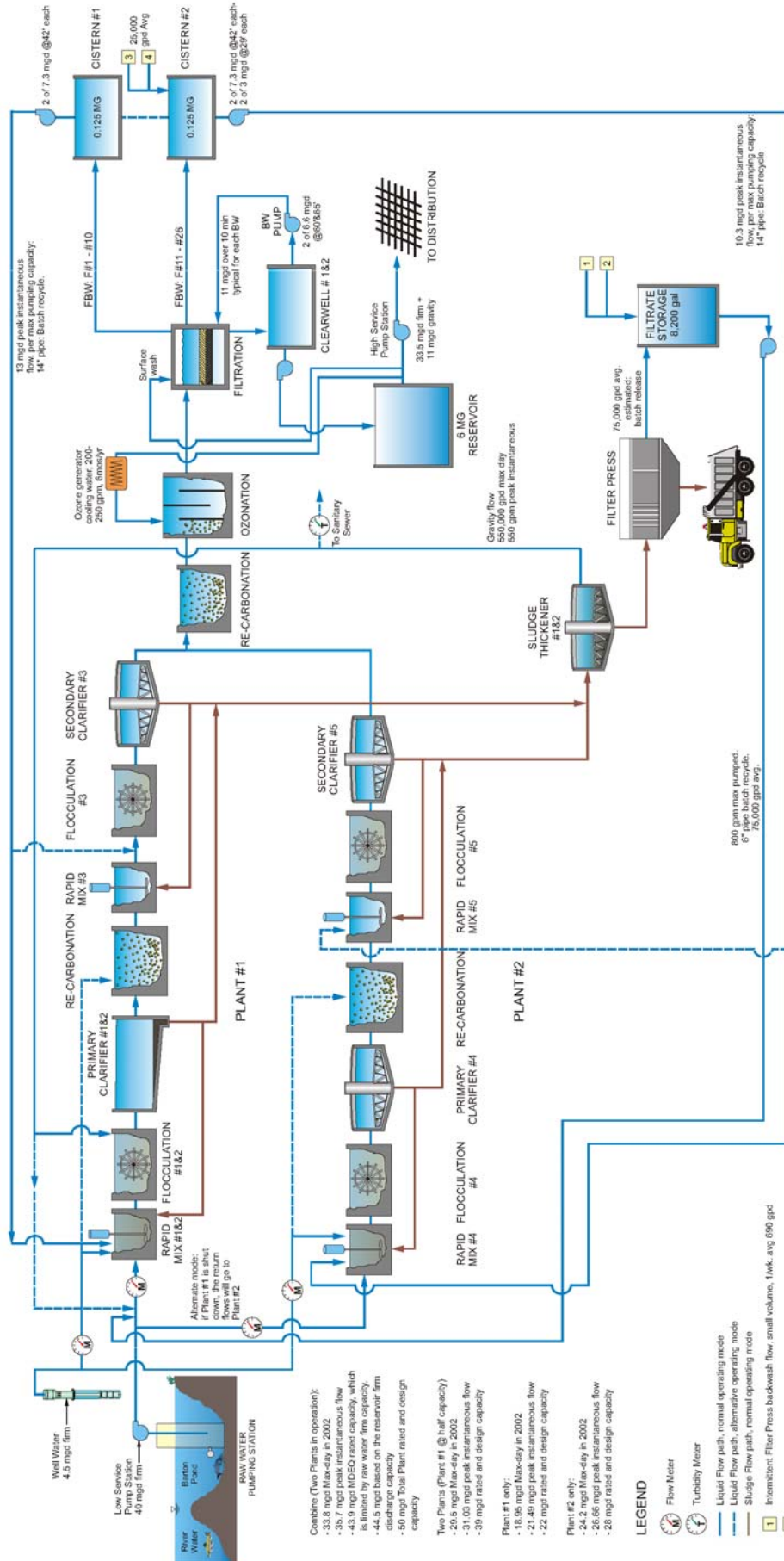
Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

# ATTACHMENT A PROCESS FLOW DIAGRAM

## City of Ann Arbor Water Treatment Plant



Developed from Schematic in CH-M-Hill Report Dec. 2003

571-500-001-50-302.08

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

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

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

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

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

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

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

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

Email \_\_\_\_\_



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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/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 \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



**ATTACHMENT E**

<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>		
<b>Vendor Name</b>		<b>Vendor Phone Number</b>
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

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

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

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

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

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

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

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

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

**ATTACHMENT G**

**CITY OF ANN ARBOR LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2019 - ENDING APRIL 29, 2020**

**\$13.61** per hour

If the employer provides health care benefits\*

**\$15.18** 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  
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:*

(2018 PSA over \$25,000 Auto AI)

**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 48104 ("City"), and

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

with its address at \_\_\_\_\_, agree as follows:

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**

Contractor shall commence performance on \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

### 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 Article 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, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

## **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 that 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
  
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
  
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, 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 person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

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

## **X. ASSIGNMENT**

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

## **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

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

### **XIII. NOTICE**

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

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

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

City of Ann Arbor

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

301 E. Huron St.  
Ann Arbor, Michigan 48104

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

#### **XIV. CHOICE OF LAW AND FORUM**

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

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

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

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

#### **XVI. 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.

**XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

**XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.



**FOR CONTRACTOR**

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

Its

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

\_\_\_\_\_  
Craig Hupy, Public Service Area  
Administrator

\_\_\_\_\_  
Howard S. Lazarus, City 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**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 Project General Aggregate  
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 and A.4 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 for any insurance listed herein.
- 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 and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.