REQUEST FOR PROPOSAL
for
Professional Consulting Engineering Services
for the
Snyder/Edgewood Area Storm Water Project
Final Design

RFP # 20-13

City of Ann Arbor
Public Services Area - Engineering

Due Date: February 26, 2020 by 2:00 p.m. (local time)

Issued By:

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

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a professional engineering firm to perform final design engineering of the preferred alternative to mitigate flooding that is occurring at, and in the vicinity of, the Snyder Avenue and Edgewood Drive intersection due to insufficiently sized existing storm sewer within this neighborhood.

The final design of this project will build upon the public engagement and preliminary design engineering performed in 2019 as part of the study phase of this project. The final design of the project shall include, but not be limited to; finalize all elements of the project’s preferred alternative; provide final hydraulic analysis; review previously completed geotechnical investigations in the project area and complete any needed additional geotechnical investigation; final plan preparation activities including creation of all needed plan sheets, design details, traffic maintenance strategies to be implemented during the various construction stages of the project, developing and defining the anticipated construction sequence(s) to effectively construct the project; preparation of permanent easement and temporary grading permit legal descriptions; preparation of a complete set of contract documents; cost estimate preparation at specified stages of the project’s final design; and, all other needed tasks to provide a work product that is 100% complete and ready for advertising and bidding through the City’s Procurement Unit.

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 14, 2020 at 10:00 a.m., and should be addressed as follows:**

Scope of Work/Proposal Content questions shall be e-mailed to Michael G. Nearing, P.E., Senior Project Manager, Engineering, MNearing@a2gov.org

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

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFP, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date 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 consultant’s responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

  WHEN: Wednesday, February 12, 2020 at 3:00 p.m.
  WHERE: City Hall Building, 6th Floor Conference Room
           301 East Huron Street, Ann Arbor, Michigan 48107

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 proposers and to answer any questions concerning RFP No. 20-13. 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 consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the week of March 9, 2020. The Consultants must be available on these dates.
All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the consultant’s response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on, or before, February 26, 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
- three (3) 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

- two (2) copies of the fee proposal

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

Proposals submitted must be clearly marked: “RFP No. 20-13 – Snyder/Edgewood Storm Water Project – Final Design” and list the consultant’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor

c/o Customer Service

301 East Huron Street

Ann Arbor, MI 48107

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

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

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

The forms provided as Attachment 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 must be included in submitted proposals.

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

*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 consultant’s proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

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

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

This RFP and the selected consultant’s response thereto, shall serve as a point of beginning for determining the final scope of services in the contract to be executed.

I. NONDISCRIMINATION

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment 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 consultant must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

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 prospective 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.

<table>
<thead>
<tr>
<th>Activity/Event</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Question Deadline</td>
<td>February 13, 2020, 10:00 a.m.</td>
</tr>
<tr>
<td>Addenda Published (if needed)</td>
<td>February 17, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>February 26, 2020, 2:00 p.m. (Local Time)</td>
</tr>
<tr>
<td>Tentative Interviews</td>
<td>Week of March 9, 2020</td>
</tr>
<tr>
<td>Selection/Negotiations</td>
<td>Completed by March 27, 2020</td>
</tr>
<tr>
<td>Expected City Council Authorizations</td>
<td>May 18, 2020 (tentative)</td>
</tr>
</tbody>
</table>

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

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

BACKGROUND AND SCOPE OF WORK

BACKGROUND

The neighborhood surrounding the Snyder and Edgewood Avenues intersection has experienced significant flooding during past rain events. This flooding has contributed to damaging at least one of the surrounding homes. The intersection of Snyder and Edgewood Avenues is a localized low point in the area and most storm water from north and west of the intersection flows to this area. The intersection then drains via a 42” storm sewer southerly towards the Pioneer High School site, is routed around the storm water quality system constructed by the Washtenaw County Water Resources Commission in 2011 and ultimately drains to a 54” storm sewer under S. Main Street to the east. This piping system is essentially the headwaters of the Allen’s Creek storm water system that flows through the downtown area.

Attached, please find Attachment “A” which depicts the existing storm sewer system in this subwatershed in additional detail.

The City of Ann Arbor previously completed a storm water modeling and analysis project entitled “Stormwater Analysis and Calibration Project” from 2012 through 2015. In this study, it was identified that the Snyder and Edgewood Avenues area is prone to flooding. The study identified three, potential, planning level, alternatives to mitigate flooding in the project area. The final version of this study is available for review as stated below.

The City of Ann Arbor has recently completed the public engagement, analysis, and preparation of approximately 30% complete preliminary plans and cost estimate for the Preferred Alternative that was selected upon rigorous analysis and study of ten potential options for mitigating the existing flooding that occurs at this location.

The chosen Consultant shall review the preliminary plans and cost estimates and make written recommendations for modification(s) if they believe that they are warranted or necessary in order to properly complete the project’s design and create a successful project that meets or exceeds all project objectives. The work products developed as part of the preliminary design phase of the project will be made available to the chosen Consultant for this purpose.

In addition to the above referenced materials, the City of Ann Arbor currently has the following information and/or tools available to assist the selected Consultant in the work of this project. They are:

- A calibrated InfoSWMM (EPA SWMM 5.0) Storm Water Model covering the entire city;
- For the purposes of this project, the storm water model created as part of the preliminary engineering exercise shall be used and further refined to accurately reflect and predict the local conditions of the project area upon implementation of the completed final design;
- Five rain gauges located throughout the city;
- Stormwater Model Calibration and Analysis Project Final Report (2012-2015);
• Flow monitoring and rain data from the Stormwater Model Calibration Project and the Preliminary Engineering Phase of this project;
• As-built plans for adjacent public streets, water mains, storm and sanitary sewers;
• Available City GIS Layers (available via mapAnn Arbor as noted):
  o 2-foot contours (LiDAR Based)
  o Wetlands
  o Woodlands
  o Sanitary/Stormwater/Water Systems
  o Soil Survey
  o Historical Soil Boring Records since 2006
  o Impervious and Pervious Areas - 2009, 2012 data
• City Rainfall data;
• Historical flood complaint reports;
• Other relevant information may be available upon request.

Note, the existing Allen’s Creek storm water conveyance system downstream of the project area is severely over capacity. As part of the work of this project, it will be necessary to not only understand the storm water conveyance system that serves the Snyder/Edgewood Avenues area, but also the Allen’s Creek system. An important goal of this project will be to assess improvements to the Snyder/Edgewood Avenues area in terms of their potential impact to the Allen’s Creek conveyance system as well. Adverse impacts that further exacerbate existing issues within the Allen’s Creek Storm Water Conveyance System are to be avoided. The Allen’s Creek storm water system is owned and operated by the Washtenaw County Water Resources Commission (WCWRC.) The WCWRC will be an important project stakeholder and thought leader in the final design and implementation of this project.

Also note, although the preliminary engineering phase of this project has selected a Preferred Alternative, the City of Ann Arbor has not begun the needed discussions in earnest, nor formalized agreements, to use the lands of the Ann Arbor Public Schools to implement the preferred alternative or to enter upon them. The City of Ann Arbor expects to be performing these discussions simultaneously during the final design engineering in order to expedite the project and its implementation. Potential consultants are expected to be discrete in any inquiries they may make as part of the preparation of a proposal.

In summary, it is the objective of this final engineering exercise to finalize the preliminary engineering plans and hydraulic analysis that have been previously developed in order to mitigate the flooding issues that occur at the Snyder and Edgewood Avenues area, perform all needed geotechnical investigations, prepare 100% complete construction plans and specifications, cost estimates, legal descriptions, construction contract documents, and any and all other needed deliverables in order to complete the final design and ready the project for advertising and bidding through the City’s Procurement Unit.

A standard, written, City of Ann Arbor Non-disclosure Agreement must be executed by the selected consultant and all sub-consultants for the work of this project.
SCOPE OF WORK

The City of Ann Arbor expects that the construction of this project will begin in mid- to late-November 2022, continue into Spring/Summer 2023, and be completed and the areas restored and fully open to use by the first U of M Home Football Game in 2023. Due to the anticipated construction and the expected level of disturbance, temporary restoration of the project’s worksite may be needed in order to allow the use of the area for game day parking and other similar uses with final restoration completed by late Summer 2024. The final schedule of the restoration that is contained within the construction contract and use of the project work site is, of course, subject to negotiations with the Ann Arbor Public Schools and is to be determined and finalized at a later date. The chosen Consultant is expected participate in these discussions and adapt the project plans and contract documents to reflect the final results of the negotiations with the Ann Arbor Public Schools.

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

We are now seeking proposals from qualified professional engineering consulting firms to provide the necessary hydraulic analysis and design services for the preparation of plans and cost estimates developed to a 100% complete level (final construction plans and contract documents) to allow the City of Ann Arbor to move forward with the advertisement and bidding of the of the project through the City’s Procurement Unit as described earlier in this document.

In general, the following items shall need to be addressed by the consulting firm in accordance with Section III of this request, the project schedule detailed in Section I, General Information, Sub-section O, and the aforementioned construction timeline.

1. The Lead Consultant shall manage all aspects of the project design up to the completion of the final plans, specifications, and cost estimate for the project. This includes, but is not limited to; managing all aspects of the project, including the work and work product of all sub-consultants and project coordination with all affected agencies. The Consultant Project Manager must ensure the timely and cost-effective delivery of the project design, as well as provide oversight and thorough and complete review of all project deliverables. The Consultant Project Manager will be responsible for the overall review and coordination of the deliverable documents in order to ensure preparation of plans that are seamless, detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor and all appropriate oversight agencies.

2. The Consultant shall propose and devise public awareness strategies throughout the course of the project that includes information sharing on a neighborhood level, but is also aware of, and sensitive to, the city-wide financial impacts that this project could have on city funding streams. The plan proposed by the Consultant needs to accommodate both sets of interests in a sensitive and engaged manner. The proposed plan shall include, but not be limited to, two (2) public meetings, one near the commencement of final design activities and one near the end of final design to share the major elements of the project’s design, expected impacts, project schedule, and all other relevant project information; stakeholder meetings; graphics
illustrating the nature and pros and cons of the preferred alternative; project webpage content
development to be hosted by the City; webpage updates at regular intervals during the project’s
lifespan; e-mails; and, other information sharing techniques as proposed by the Consultant
team. The Consultant must effectively communicate the purpose and the benefits of the
preferred alternative in order to adequately depict the major issues associated with the overall
project design with the public and the stakeholders and assist with all necessary negotiations
with the affected property owners and public and private agencies.

3. Utilize the previously completed, detailed, ground survey of the entire construction influence
area associated with the Preferred Alternative. This survey may be augmented by aerial
photography, LiDAR, and other surveying and data gathering techniques should the chosen
consultant decide it is necessary in order to properly complete the project. The chosen
consultant shall review the completed topographic survey and ensure that the following items
are completed and contained within the survey for the project at, or near, the beginning of final
design activities.

The Consultant shall, at a minimum, provide the following items in their ground survey for the
Preferred Alternative:

- locate all trees 6” in diameter or greater and provide their genus, cultivar (if applicable),
  and health breakdown;
- locate all cultural features within the requested survey boundaries;
- provide a survey with 1’ contour intervals;
- locate all “breaklines” and other features as necessary to develop accurate contours;
- provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas;
- provide all survey work to national map accuracy standards;
- establish and define the existing Right-of-Way of Snyder and Edgewood Avenues, W.
  Stadium Boulevard, and S. Main Street, as well as all streets and intersecting cross-
  streets that are affected by the project’s proposed construction;
- coordinate with City of Ann Arbor personnel such that the appropriate title work and
  appraisals can be obtained for the purposes of right-of-way and grading permit
  acquisition (the City of Ann Arbor will obtain the needed title work and appraisals
  required for the project);
- locate all existing property irons and monuments within the survey limits; and,
- precisely locate existing public and private utilities.

All survey work shall be performed in accordance with the City of Ann Arbor Public Services
Area’s Standards and its Geodetic Control Manual. The Consultant shall complete and submit
the City’s Survey Package Submittal Checklist upon completion of all needed additional
survey work for the City’s review and approval.

4. The Consultant shall utilize Innovyze (formerly MWH Soft) InfoSWMM Software for all
modeling and analysis. It is the intent of this project that the existing storm water model created
during the preliminary engineering phase of this project shall be used and further refined and
calibrated to more accurately reflect and predict the local conditions of the project area upon
completion of the preferred alternative’s construction. At the conclusion of the project, the
Consultant shall provide the City with a “merged” data set of their model modifications with
the existing City InfoSWMM model and provide it to the City for their future use.
5. The target design storm that the chosen Consultant shall utilize in the design of this project is a 10-year, 12-hour duration storm as described in the City of Ann Arbor Public Services Area Standard Specifications.

6. The Consultant shall be responsible for the preparation of a complete set of Contract Documents and all required specifications meeting the complete satisfaction of the City of Ann Arbor. This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific items of work and if detailed specifications will be required to satisfactorily detail and describe the work.

Due to the expected cost of this project, the Consultant shall also provide the needed resources to create up to three (3) intermediate cost estimates at major milestone dates of the project’s design in order to allow the City to make informed decisions with regard to the project’s scope and direction.

The City of Ann Arbor currently has a library of detailed specifications that can be used and will form the nucleus of the specifications to be utilized as part of the final design of this project.

The Consultant(s) shall prepare and submit to the City for review a list of all needed permit applications required to perform the construction of the Preferred Alternative.

7. Identify potential limits on construction methods and practices (such as identifying potential staging areas, limits of where construction activity can, or cannot, occur in the surrounding area, potential amounts of excavated materials that can be safely placed upon the existing box culvert storage system owned by the WCWRC, University of Michigan property that is “off-limits” to the Contractor, roads/bridges that are not to be used by the contractor, etc.)

8. Review existing geotechnical investigations and perform a supplemental, complete, detailed, geotechnical evaluation and analysis to determine the properties of the existing soils throughout the construction influence area for the purposes of evaluating all sub-surface soil conditions for designing underground storm water detention and infiltration facilities, roadways to be repaired upon completion of the needed underground utility construction, and all other project elements.

The geotechnical evaluation shall provide, at a minimum; estimates of the soil’s resilient modulus of subgrade reaction (Mr) on the subgrade soils of roadways that are disturbed as part of the project’s construction; estimates of the soil’s permeability and infiltration capacity to be used in the design of storm water systems; determination of existing ground water elevations; and any other information that is necessary to effectively design and detail the project as required.

9. Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. Obtain record drawings from the private utility companies. Coordinate all aspects of the proposed work with
the private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design, or relocation, of utilities, roadways, and the like, test holes shall be dug to determine the precise location, both horizontally and vertically, of these points. The Consultant shall arrange for these test holes to be dug and shall make arrangements to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.

10. All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales shall be approved by City of Ann Arbor Engineering. The format of the drawings shall be completely compatible with the City’s drawing preparation standards and layout(s). The City is using AutoCAD 2020 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes. The City of Ann Arbor shall be provided with one portable flash drive containing all drawings, specifications, and cost estimates upon completion of the project’s design.

11. Depending upon the chosen underground storm water storage and infiltration system, the Consultant shall perform the needed structural analysis to ensure that the chosen system is capable of safely carrying all imposed construction, dead, live, and hydraulic load induced upon the chosen system. This structural analysis shall also include potential surcharge loads from excavated soils that could be placed upon the existing WCWRC underground system of box culverts located immediately adjacent to the preferred alternative.

12. The Consultant shall propose a maintenance of traffic plan(s) for the construction operations and make recommendations to the City as part of their work. The maintenance of traffic strategies and resulting plans shall take into account constructability concerns, continuous maintenance of pedestrian and bicycle traffic, ADA needs and requirements, any needed vehicular and pedestrian detour routes, and all other relevant factors in order to create a safe and orderly construction project. The proposed closure of any streets must be approved by the City prior to traffic maintenance strategies and plans being prepared and developed.

13. Prepare pavement marking and permanent signing plans to ensure safety of motorists and pedestrians. This shall include the re-striping of any streets affected by project detour routes.

13. Prepare visual aids and attend at least two public meetings to coordinate the design of the project with the affected residents and project stakeholders, other City Departments, City Council, and other formal and informal committees.

14. Prepare all plans necessary to meet pertinent City of Ann Arbor requirements at a 100% level of completion. For example, plans that could be necessary pursuant to the completion of the work include, but are not limited to; Natural Features Protection Plans; Soil Erosion and Sediment Control Plans; Grading; Landscaping; Planting; and, all other plans needed to satisfy city ordinances, codes, best management practices, and the like. These requirements can be found in Chapters 57 and 60 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other MDOT and affected governmental agencies standard practices. In case a conflict arises between the various governmental agencies and City of Ann Arbor Standards, the City shall determine which standard(s) are to be followed.
15. Identify and prepare exhibit drawings for all easements and grading permits that will be required to construct the Preferred Alternative. This is to include technical assistance and preparation of the exhibit drawings in an 8 1/2” x 11” format, as required and directed by the City. It is expected that the areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.

16. Coordinate all elements of the design with all affected parties, including, but not limited to; the WCWRC; MDEQ; various City Departments; University of Michigan; Ann Arbor Public Schools; private utility companies; other formal and informal committees; and, the public in general.

17. Schedule and chair design progress meetings to be held on a monthly basis. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute typed meeting minutes for all progress and coordination meetings.

18. Any other items that the Consultant feels are necessary to complete the work as detailed in this request for proposal.

Design Details

In general, the Consultant shall prepare to City of Ann Arbor Standards plan and profile sheets at a horizontal scale of 1”=20’ and a vertical scale of 1=2’ for all work. This shall include, but not be limited to, water main, storm sewer, and roadway plans. Other plans, such as utility enlargement plans, traffic control drawings; typical cross-sections, cross-sections, details, etc. shall be drawn at scales as approved by the City in order to properly complete the work of the project. The following is a brief overview of the major or critical elements of the work:

1. Drainage - Provide enclosed conduit drainage systems, storm water infiltration devices, storm water quality units (Vortechnics or similar product) and/or storm water detention facilities in order to adequately convey, store, and infiltrate the chosen storm water event.

2. General Design Standards - Incorporate the City of Ann Arbor Public Services Department Standard Specifications (current edition); WCWRC Standards; 2012 MDOT Standard Specifications for Construction; EGLE Permitting regulations; ADA accessibility standards; and, the City of Ann Arbor Code of Ordinances.

3. Water main(s), Sanitary Sewer(s), and Storm Sewer(s) - The design of any proposed or relocated facility shall be designed in accordance with the City of Ann Arbor, Public Services Area, Standard Specifications and as directed by the City.

4. Roadway and Sidewalk Replacement Plans - All roadway and sidewalk replacements shall be detailed to a 100% plan completion level that includes roadway centerline elevations, curb elevations as measured at the edge of metal, roadway longitudinal and transverse grades, sidewalk and sidewalk ramp spot elevations, and longitudinal and transverse grades, any other large miscellaneous paved areas, and other areas as directed by the City.
These drawings shall be drawn at scales as approved by the City, but in no case shall they be smaller than 1” = 20’.

These drawings shall take into consideration the effects of “part-width” construction on streets (if necessary) and shall be adequately dimensioned to allow key elevations, or dimensions, to be obtained without calculation.

5. Soil Erosion, Grading, Tree Planting, Natural Features Protection Plans, and other miscellaneous Plans - These plans shall be prepared to a 100% plan completion level in accordance with the appropriate Chapters of the City of Ann Arbor Code of Ordinances, and as approved by the Project Manager and/or the appropriate City Departments.

6. Soil Investigation - The Consultant shall employ a qualified geotechnical engineer to perform a detailed, comprehensive, soil investigation, the cost of which shall be detailed separately in the proposal. Soil borings shall be taken at frequencies as determined by the Consultant, and as agreed to by the City, all as necessary to ensure an adequate representation of site soil conditions, expected water table depth, and anticipated limits and depths of **permeable soils**.

The Consultant shall prepare a soil boring plan which details the location and depth of each soil boring planned to be taken. The depth of all soil borings shall be approved by the City. All soil borings shall be performed to a depth of at least 5’ below any proposed structure or utility.

Based on the soil investigation, the Consultant shall provide the City with recommendations as to the expected permeability of the roadway and site soils for the purpose of designing the storm water mitigation measures and roadway pavements to the extent necessary.

All traffic control required to perform the soil borings and all related work shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards. The Consultant shall also be responsible for coordinating this work with the Miss-Dig network a minimum of 3 working days in advance of any underground activities. **The costs associated with providing traffic control plans and obtaining the necessary permits, shall be included in the proposal.** The City of Ann Arbor will waive the City of Ann Arbor permit fees associated with this work.

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

7. Pavement Structural Design - The replacement pavement(s) shall be designed in accordance with the "Guide for Design of Pavement Structures" as published by AASHTO
and the City of Ann Arbor Design Standards. The pavements shall be designed for a service life of 20 years.

8. Maintenance of Traffic - The construction of the roadways and utilities associated with this project will be performed under traffic. Provide maintenance of traffic strategies that follow the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor. The traffic control plans shall be prepared with the intent of ensuring the efficient, safe, and orderly maintenance of vehicular, pedestrian, and bicycle traffic throughout the project and around the construction staging areas at all times.

A minimum of one lane of vehicular traffic in each direction shall be maintained along S. Main Street and W. Stadium Boulevard within the limits of construction at all times. Pedestrian traffic along one side of the roadway and access to all properties shall be maintained at all times. Work restrictions will be required for the Ann Arbor Street Art Fairs, University of Michigan events such as home football and basketball games, commencement exercises, and other events. The construction operations must carefully consider these events during the preparation of these plans.

9. Right-of-Way Requirements - Identify and prepare exhibit drawings and metes and bounds legal descriptions for all easements and grading permits that will be required to construct the Preferred Alternative. This is to include technical assistance and preparation of the exhibit drawings in an 8½” x 11” recordable format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.

10. Coordination of Design - The Consultant shall coordinate all elements of the design with all affected parties, including, but not limited to; MDEQ, various City Departments, University of Michigan, WCWRC, Private Utility Companies, other formal and informal committees, and the public in general.

11. Monthly Progress Mtgs./Meeting Attendance - Schedule and chair design progress meetings to be held on a monthly basis. This is to include a design kick-off meeting in which all parties affected by the design and construction of the project are invited to attend. Prepare and distribute typed meeting minutes for all progress and coordination meetings.

INFORMATION AVAILABLE
The completed preliminary design of the project completed to an approximate 30% level is available for review as part of this request. The project’s public engagement and public meeting is available on the project’s webpage that can be found at the following address:

https://www.a2gov.org/departments/engineering/Pages/Synder-Edgewood-Stormwater-Improvement-Project.aspx

Record drawings of the existing roadways, existing public underground utilities including storm and sanitary sewers within the anticipated limits of the project, quarter section drawings detailing the locations of the existing water mains in, and around, the project area, historic soil boring and
geotechnical investigations within the anticipated project area, and previous utility construction projects are available for review and copying.

Consultant’s Proposal

In keeping with the objective, the description, the requirements, and the Consultant’s tasks as previously indicated in this Request for Proposal, the Consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the City to fulfill the City’s needs.

The outline at a minimum shall address:

A. Staffing and personnel.
B. Communication and coordination.
C. Compatibility with city’s standards, goals, and objectives.
D. Working relationship between Consultant and City staff.
E. Information which will assist the City to determine the consultant’s capability of performing the work.
SECTION III
MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.

2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.

3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.
C. Proposed Work Plan – 40 points

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

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

D. Fee Proposal - 10 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, profit (fee) and any other relevant details of all individuals that are to be engaged in the work. The proposal should highlight key staff and positions that would likely be involved with the project. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, anticipated profit, materials and time.

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria (A through 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 consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

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

**PREPARATION OF PROPOSALS**

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

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

**ADDENDA**

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

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

Attachment A – Generalized Snyder-Edgewood Avenues Storm Sewer System Layout
   A.1 – Completed 30% design plans and cost estimate
   A.2 – Hydraulic Analysis Memorandum from the preliminary design

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Non-Discrimination Ordinance Poster

Attachment E - Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Appendix A - Sample Professional Services Agreement
NOTE: SANITARY SEWERS AND WATER MAINS HAVE BEEN OMITTED FROM THIS DRAWING FOR CLARITY.
ATTACHMENT A.1

30% COMPLETE PLAN SET
CITY OF ANN ARBOR
PROJECT MANAGEMENT

Snyder - Edgewood Avenues
Area Stormwater Improvements Project

Traffic Data

<table>
<thead>
<tr>
<th>Segment</th>
<th>2020 Annual Traffic (ADT)</th>
<th>2020 % Commercial</th>
<th>2020 % Commercial</th>
<th>Posted Speed</th>
<th>Design Speed</th>
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<tr>
<td>Snyder Ave</td>
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<td>Stadium Blvd</td>
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</table>

Standard Plans

Traffic and Safety Standard Plans

Final design plans to include SESC and landscape/restoration plans including tree protection details.

NOTES:

Permission of copy, reproduction, download, publication, further distribution or transfer of this material is prohibited except for personal use only. This material represents the preliminary findings of the project. It is intended to provide a guide for future discussion and development, and should be reviewed with all parties involved in the design and construction of the project.

The communication of this design is intended for the use of the City of Ann Arbor only and is confidential in nature. This material is not to be considered as official project plans until the final plans are issued by the City of Ann Arbor.

Prepared Under the Supervision of

PROJECT MANAGER

DATE

REV.

Datum of this data is subject to change without notice.

CITY OF ANN ARBOR
PROJECT MANAGEMENT
PERMITS REQUIRED TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION.

CONTACT INFORMATION

[Contact Information Details]

PERMITS REQUIRED TO BE OBTAINED BY THE CITY OF ANN ARBOR PRIOR TO THE BEGINNING OF CONSTRUCTION.

[Details on City Contact Information]
### Review Pavement Cross Section During Final Design

#### Notes:
1. See Plans for units, depth, and location details.

#### HMA Application Estimate

<table>
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<th>Max.</th>
<th>Min.</th>
<th>Min. Grade</th>
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<td>100</td>
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<td>1.0</td>
<td>1.0%</td>
</tr>
<tr>
<td>200-40</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0%</td>
</tr>
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</table>

*HMA application is estimated using a rate of 100 lb/yr/ft² per inch of depth.*
NEEDED FOR FINAL DESIGN:
1. PAVT REMOVAL LIMITS WITH SHADING
2. TRAFFIC CONTROL/STAGING
DURING FINAL DESIGN, ALL DETAILS WILL BE FURTHER REVIEWED AND MODIFIED/ELIMINATED TO MEET THE NEEDS OF THE PROJECT.

UTILITY DETAIL 4
(Trench set for underdrain (per Grooved Hinge) applies to max. drain - see plans for locations)

UTILITY DETAIL 10
(Applies to paved and/or paved crossings with less than 1.5 ft. vertical clearance - see plans for locations)

UTILITY DETAIL 42
(Applies to - see plans for locations)

UTILITY DETAIL 44
(Applies to - see plans for locations)

UTILITY DETAIL 48
(Applies to - see plans for locations)
TYPE OF CASTING

MDOT TYPE B

MDOT TYPE K

Frames and covers must have machined bearing surfaces. Covers must have two (2) 1" vent holes located opposite each other and 6" from the edge of the cover. Each cover shall have "Sewer", "S" or "Water", "W" cast in the surface, whichever is applicable.

EJIW 1040 SERIES

EJIW 7045 SERIES

THE CITY HAS NEW ARTWORK ON MH COVERS. EJIW HAS THE DETAILS. THIS WILL REQUIRE COORDINATION DURING FINAL DESIGN.
THE HIGH CAPACITY INLETS REQUIRE ADDITIONAL INVESTIGATION AND DESIGN DURING FINAL DESIGN. THIS 3’ WIDE DOUBLE INLET WILL NOT BE USED.
THE CITY NOW USES A DIFFERENT TONE WIRE DETAIL WITH WM INSTALLATION - DETAILS TO BE UPDATED IN FINAL DESIGN.

MINIMUM STANDARDS

REACTION BANDING: The Class 'A' concrete of the fitting base shall extend to within (2) inches of the back and side surfaces from the fitting face a minimum of (12) feet to the concrete banding. The dimension of the reaction banding (moment block) or the face of the unbracketed outer point shall be at least in the Table below. If there is insufficient space for the installation of the 'moment block' without interference with other services, another arrangement satisfactory to the engineer shall be used, i.e. environment.

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<th>380</th>
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</tr>
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</table>

NOTE: THESE ARE MINIMUM STANDARDS WHERE ON CONDITIONS CHART, ALTERNATIVES IN SIZE SHALL BE WAE BY THE PUBLIC SERVICES DIRECT.
THE CITY NOW USES A DIFFERENT TONE WIRE DETAIL WITH WM INSTALLATION - DETAILS TO BE UPDATED IN FINAL DESIGN.

**Utility Detail #77**

**Overview**: Details for hydrant installation, includes connections and materials.

**Notes**: All pipe fittings and hydrant parts to be full-wrap fit for anna 1400.

---

**Utility Detail #49**

**Overview**: Details for utility connections, includes bends and fittings.

**Notes**: Class "A" connections for utility lines, with all bends and fittings appropriately marked.
EXISTING BORINGS SHOW SAND LAYER TO BE APPROXIMATELY 2' BELOW THE PROPOSED BASIN. DURING FINAL DESIGN, EXTEND THE PERMEABLE BEDDING (SAND OR AGGREGATE) FOR THE BASIN TO THE SAND LAYER.
CHECK FIRE HYDRANT COVERAGE AND VALVE LOCATIONS DURING FINAL DESIGN
WATER MAIN GATE VALVE LOCATIONS TO BE REVIEWED/FINALIZED DURING FINAL DESIGN. CITY STANDARDS ARE CHANGING TO PLACE G.V. IN WELLS AND NOT BOXES. MORE SPACE IS REQUIRED FOR GATE VALVES.
<table>
<thead>
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**PROJECT:**
- **LOCATION:** Site A
- **DATE:** 01/01/2023

**LOG OF TEST BORING**

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**PROJECT:**
- **LOCATION:** Site B
- **DATE:** 02/02/2023

**LOG OF TEST BORING**

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**PROJECT:**
- **LOCATION:** Site C
- **DATE:** 03/03/2023

**LOG OF TEST BORING**

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**PROJECT:**
- **LOCATION:** Site D
- **DATE:** 04/04/2023

**LOG OF TEST BORING**

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</table>
ATTACHMENT A.2

HYDRAULIC ANALYSIS MEMORANDUM
The objective of the Snyder-Edgewood Avenues Area Storm Water Improvements Project is to quantify the flooding issues that occur along Snyder Avenue, and to propose implementable options for the mitigation of this flooding. CDM Smith performed hydraulic analysis in support of this objective with the following components:

- Stormwater model validation and updates
- Preliminary alternatives development
- Final alternatives analysis

This memorandum contains a description of the stormwater model used for project hydraulic analysis, details on the preliminary alternatives considered, and results for analysis of final improvement alternatives. Note that the actual storage volumes that can be provided with each alternative may differ from those volumes shown in the analysis due to varying site constraints at each location. This memorandum is intended to summarize the results of all model analysis required by the CDM Smith scope of work, except for 30% design analysis which will be provided after Northwest Consultants, Inc. (NCI) has completed the preliminary design, at which point the final volume of the recommended alternative will be established.

**Stormwater Model Background**

The City of Ann Arbor citywide stormwater model (the Model) was utilized for hydraulic analysis on the Snyder-Edgewood Avenues Area Storm Water Improvements project. The Model had already been calibrated in 2013 using flow monitoring data from existing USGS stream gauges and 15 temporary meters installed across the City. The Snyder-Edgewood area did not have flow meters installed at that time, therefore model runoff parameters were interpolated from other areas of similar land use and imperviousness characteristics.

Between May and November of 2018, the City of Ann Arbor installed a rain gauge and temporary flow meter at the intersection of Prescott Avenue and Snyder Avenue, and the collected data were...
used to validate model performance. **Figure 1** shows the model elements in the study area. Model analysis was limited to the area tributary to the UM Golf Course pond, located east of South Main Street.

Further refinements were made to the Model to improve the level of detail represented in the study area, including:

- Stormwater detention at Trinity Evangelical Lutheran Church was represented
- Subcatchments between Clague Avenue and Edgewood Avenue that were larger than 10 acres were split into smaller ones
- A minor loss coefficient was added to the locations with bends and turns (up to 1.02 for 90-degree turn); this was added to improve agreement between model-simulated water levels and the observed meter data at Prescott Avenue and Snyder Avenue

**Figure 1 – City of Ann Arbor Stormwater Model Representation of Snyder-Edgewood Neighborhood (InfoSWMM)**

---

**Flow/Rain Data Collection and Model Validation**

The City installed a temporary rain gauge (RG01) and flow meter at the intersection of Prescott Avenue and Snyder Avenue (**Figure 1**) between May and November 2018. RG01 recorded a total of 15.8 inches of rainfall during this period, with 30 storm events exceeding 0.1 inch in depth. This monthly total is comparable with the nearby S Industrial and City Hall rain gauges (**Figure 2**). The
largest storm occurred on 10/6/18 with 1.66 inches of rainfall, while the most intense storm event was on 9/1/18 (0.63 inches in 15 minutes).

**Figure 2 – Monthly Rainfall Comparison with Nearby City Rain Gauges**

# S Industrial gauge was omitted for October above because it did not record any rainfall between 10/26 and 10/31/2018

**Figure 3** plots meter-observed flow against level along with theoretical flow/level relationship from Manning’s equation (n = 0.013, slope = 0.43%).

**Figure 3 – Meter-Observed Data**
The observed data follow the theoretical flow up to about 24 inches of water level. Beyond 24 inches, the observed flow is much lower than theoretical flow, indicating backwater conditions caused by downstream capacity limitations. The pipe in the meter section was surcharged on 9/1 and 9/5/18 for a total of 15 minutes during the entire monitoring period.

Model simulation was performed for the entire flow monitoring period. For the first iteration, the model-simulated peak flows matched within 15% of observed data for most storm events, but the model could not replicate the surcharging on 9/1 and 9/5/18. In subsequent iterations, a minor loss coefficient was added to the model to simulate head loss where pipes bend or turn, especially the three 90-degree bends southeast of the Edgewood/Stadium intersection, and the model was able to replicate the surcharging condition. **Figures 4 and 5**, respectively, compare the model and meter peak water level and depths for the 30 storm events. **Figures 6 and 7** are flow hydrographs of the two most intense storm events with surcharge (9/1 and 9/5/18, respectively).

**Figure 4 – Peak Water Level Comparison**
Figure 5 – Peak Flow Comparison
Figure 6 – Flow Hydrograph for 9/1/2018 Event

Figure 7 – Flow Hydrograph for 9/5/2018 Event
Preliminary Alternatives

The updated stormwater model was used to develop and evaluate preliminary alternatives to manage stormwater and to reduce flooding at the Snyder-Edgewood intersection. The stormwater model was used for preliminary sizing and to analyze the impacts of each alternative on flows and water levels. The initial design target was to keep the peak hydraulic grade line (HGL) one foot below ground level for the 10-year, 12-hour storm standard. The design storm has a volume of 2.90 inches from NOAA Atlas 14 and a SCS Type II rainfall distribution was selected.

Due to existing capacity and flooding concerns downstream of the project site (lower Allen Creek), any increased conveyance must be mitigated with storage so peak flows and flood levels are not exacerbated downstream. Soils in the area do not appear to be favorable for high rates of infiltration, so the focus of the preliminary alternatives was on identifying suitable stormwater storage locations.

Alternative 1: Snyder Right-of-Way Storage

Alternative 1 includes underground stormwater basins in open spaces within the City right-of-way (ROW). In the project area, there are two intersections with open “islands”, located at Edgewood-Snyder and Franklin-Snyder. At both locations, two potential basins were sketched out, as shown in Figure 8 below:

Figure 8 – Alternative 1 Layout (Snyder ROW Storage)
The total storage volume available at these 4 basins is 103,000 cubic feet, assuming the footprints shown and a minimum 18” cover on top of basins. Some utility relocation work is assumed as noted in the table below, which also includes individual basin volumes.

<table>
<thead>
<tr>
<th>Basin</th>
<th>Description</th>
<th>Notes</th>
<th>Basin Size (ft³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Edgewood-Snyder ROW (intersection)</td>
<td>Relocate gas line</td>
<td>13,000</td>
</tr>
<tr>
<td>2</td>
<td>Snyder east of Edgewood</td>
<td>Eastbound lane along church parking lot</td>
<td>21,500</td>
</tr>
<tr>
<td>3</td>
<td>Franklin-Snyder-7th</td>
<td>Relocate gas line</td>
<td>27,500</td>
</tr>
<tr>
<td>4</td>
<td>Franklin-Snyder-Birk</td>
<td>Relocate 1 hydrant</td>
<td>41,000</td>
</tr>
<tr>
<td><strong>Total (all locations)</strong></td>
<td></td>
<td></td>
<td><strong>103,000</strong></td>
</tr>
</tbody>
</table>

Using the stormwater model to simulate the 10-year, 12-hour design storm results in the following profile in Figure 9, showing the peak HGL for existing conditions and for alternative 1.

**Figure 9 – Peak HGL Profile – Alternative 1 (Snyder ROW storage)**
With alternative 1 implemented, the HGL is reduced but the model still predicts approximately 1’ of flooding at the Snyder-Edgewood intersection.

**Alternative 2: ROW Storage with Deeper Discharge across Stadium Blvd.**

This alternative builds onto the alternative 1 concept, adding a new discharge pipe beneath the existing 15” diameter sanitary sewer located under Stadium Blvd. The deeper discharge would allow for deeper basins at the Snyder-Edgewood intersection, providing more storage volume while still draining by gravity. The concept and revised HGL profile are shown in Figure 10.

**Figure 10 – Peak HGL Profile – Alternative 2 (Snyder Deeper ROW Storage)**

This alternative brings the peak water level below ground at the Snyder-Edgewood intersection. The deeper construction in street areas does create a higher potential for conflict with sanitary sewers and house leads. Construction also likely requires excavation support, leading to more significant access limitations and longer durations.

Individual basin volumes for alternative 2, as compared with alternative 1, are shown in the following table:
Alternative 3: Snyder In-Line Storage

Also building onto alternative 1, alternative 3 provides flatter, deeper pipes along Snyder. The larger pipes have controlled outflow, increasing storage without changing conveyance. Figure 11 shows the locations of pipe replacements and the resulting hydraulic profile.

Figure 11 – Peak HGL Profile – Alternative 3 (Snyder In-Line Storage)
The table below shows the pipe size changes and extents of the changes, which overall stretch from Edgewood west to Naples. These changes would be done in addition to the underground basins included in alternative 1.

<table>
<thead>
<tr>
<th>Pipe Sections</th>
<th>Description</th>
<th>Original Pipe Size (in)</th>
<th>Revised Pipe Size (in)</th>
<th>Storage Volume Provided (ft³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Edgewood – Prescott</td>
<td>42</td>
<td>42</td>
<td>--</td>
</tr>
<tr>
<td>2</td>
<td>Prescott – Hutchins</td>
<td>42</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hutchins – S. Seventh</td>
<td>30</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>S. Seventh – Birk</td>
<td>30</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Birk – Naples</td>
<td>24 – 30</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td><strong>Total (all locations)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>48,750</strong></td>
</tr>
</tbody>
</table>

The linear approach described in this alternative would result in more surface disruption and restoration, as the extent of the project covers a much larger portion of the neighborhood. The pipe size increases may also lead to utility conflicts at each cross street so the project would need to include relocations of more gas lines, water mains, and other drainage utilities.

**Alternative 4: Future Green Streets**

This alternative considers future application of the City of Ann Arbor’s Green Streets policy to provide localized stormwater management throughout the drainage area to reduce flooding at the Snyder-Edgewood intersection.

Stormwater management along the 15,000 linear feet of streets in the area could be accomplished with:

- Larger pipes and outlet control
- Linear green infrastructure (infiltration trenches, bioswales)
- Private property programs (rain gardens, rain barrels, etc.)
Because of the wide scope of this approach, the construction timeline would be long, and implementation would likely be aligned with other neighborhood improvement projects, which may not take place for many years. In addition, the intent of the Green Streets policy is to provide water quality improvements and “reserving” the future implementation for flood control could make it more difficult to fulfill the purpose of the policy. Considering the timeline constraints and initial public response to this alternative, no further hydraulic analysis was performed beyond what was provided in the 2015 Stormwater Model Calibration and Analysis Project report.

**Alternatives 5 and 6: Expanded Storage with Utility Relocations**

These two alternatives build on alternative 1 by expanding the project area into roadways where more significant utility relocations would be required. An example of the expanded footprints for the ROW basins can be see in Figure 13.
No additional hydraulic modeling was performed for these expanded storage options. The alternatives were developed based on physical constraints, including utility offsets, and ROW boundaries, with the intent of determining how much volume could be gained in these areas. Further modeling these were for these scenarios is included in the final alternatives.

**Alternative 7: Expanded Storage into Private Property Areas**

Another alternative building on the Snyder ROW basins in alternative 1 was to expand into private property areas. This approach would consider where easements or property acquisition could
provide storage at strategic locations. Three properties or property groupings were considered and the volumes that those areas could provide are also shown.

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Additional Volume (ft³)</th>
<th>Net Volume with Alt 1 (ft³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Edgewood-Snyder Property 1</td>
<td>35,000</td>
<td>138,000</td>
</tr>
<tr>
<td>2</td>
<td>Edgewood-Snyder Properties 2 &amp; 3</td>
<td>31,000</td>
<td>132,000</td>
</tr>
<tr>
<td>3</td>
<td>West of Seventh Property 1</td>
<td>75,000</td>
<td>178,000</td>
</tr>
</tbody>
</table>

It was noted that property acquisition would be a difficult process and could face problems with acceptability as well as with cost. Also, locations away from main drainage pathway (such as the properties west of Seventh) are less effective and could require additional conveyance improvements.

**Alternative 8 – Pioneer High School Basin**

This alternative is based on both conveyance improvements and downstream storage. A larger pipe would be installed starting at the Snyder-Edgewood intersections, conveying flow from the Snyder-Edgewood drainage area across Stadium Blvd.

**Figure 14: Alternative 8 Layout – Pioneer High School Basin**
A new underground storage basin would be located under the soccer field, west of existing Washtenaw County stormwater infiltration basin. The basin size would be approximately 122,000 cubic feet.

Analysis of this alternative shows that it will meet the 10-year, 12-hour design storm standard, keeping the peak flood elevation below ground at the Snyder-Edgewood intersection. However, it does not provide any improvements in conveyance in the upstream drainage area. The model still predicts some overland flow along Snyder where the existing storm pipe does not have sufficient capacity to convey the peak flows.

**Figure 15: Hydraulic Profile with Alternative 8 – Pioneer HS Basin**

Selection of this alternative would require approval and coordination with the Ann Arbor Public Schools. The concept includes a deeper basin, but the basin location has a much more open work area on the school property as compared with the residential areas north of Stadium Blvd.

**Alternative 9: Downstream Storage at UM Golf Course Pond**

In this alternative, conveyance improvements would be provided all the way to the existing UM Golf Course pond. In order to maintain the existing condition peak outflow at Golf course pond (200 ft³/s), the detention volume in the pond would need to be increased by 50%. This would likely entail modifications to the pond outlet and possibly berms or other retention structures allowing for higher water levels during large rain events.
In addition to the pond changes, this alternative would also require extensive conveyance improvements from Snyder-Edgewood, all the way across S. Main Street, and across the Ann Arbor Golf and Outing property. These changes are shown in Figure 16.

**Figure 16: Alternative 9 Layout**

Construction across Ann Arbor Golf & Outing property in easement but would be highly disruptive and likely cost prohibitive. Increased flows would require physical changes to the UM golf course pond, potentially affecting 18th hole and/or the newly constructed clubhouse.

**Alternative 10: Inline Storage along W. Stadium Blvd**

This alternative includes conveyance improvements across Stadium, similar to alternative 8. Instead of storing flows at a Pioneer High School basin, this alternative includes 80,200 ft$^3$ of storage underneath W. Stadium Blvd. This would require a basin 13-ft wide within the ROW, as shown in Figure 17.

Due to sequencing and alignment with future reconstruction, this alternative would be combined with planned improvements to W. Stadium (which will likely be scheduled for 2023 or later). As analyzed, this alternative still sends higher peak flows to UM Golf Course pond that would need to be managed, but this approach could be combined with other ROW storage options to function without an increase in peak flows. This combined alternative is discussed in the final alternatives section of this memorandum.
Figure 17 – Alternative 10 Layout

Figure 18 – Alternative 10 Hydraulic Profile
Final Alternatives

Following public meeting no. 2, held on February 28, 2019, the preliminary alternatives were screened based on performance and public feedback. This process resulted in development of 4 final alternatives that met the stormwater performance requirement and had public support. These alternatives were refined and the stormwater model was used once again to evaluate the impacts of each alternative. These results are presented in this section.

Pioneer Basin

Preliminary alternative 8 was directly adapted to a final alternative. This alternative offers improved conveyance out of the Snyder-Edgewood intersection, with 122,000 CF of storage located under the soccer practice field, west of existing stormwater infiltration basin and east of the staff parking lot.

Figure 19 offers some clarifications on the configuration of this alternative, specifically calling out how smaller storms will continue to the existing county basin, while only larger storms will cause the new proposed basin to fill. The hydraulic performance of this final alternative is shown in Figure 20.

Figure 19: Pioneer Basin Alternative Layout
During the preliminary alternative analysis, the Snyder right-of-way (ROW) option considered underground storage at open intersection “islands” at Snyder-Edgewood and Snyder-Franklin. The preliminary model analysis indicated that these underground basins did not provide sufficient volume to meet the project design criteria. In addition, feedback at public meeting no. 2 indicated some trees along Birk Avenue that should be saved, taking away from the potential basin footprint.

For the final alternatives, a deeper basin at Birk is considered, as well as adding some linear storage along Franklin Avenue, east of S. Seventh. These basins also assume some utility relocation while accommodating the large trees.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Basin Vol (CF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birk</td>
<td>59,500</td>
</tr>
<tr>
<td>7th</td>
<td>42,600</td>
</tr>
<tr>
<td>Franklin</td>
<td>14,000</td>
</tr>
<tr>
<td>Edgewood</td>
<td>13,300</td>
</tr>
<tr>
<td>Edgewood E</td>
<td>30,200</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>159,600</strong></td>
</tr>
</tbody>
</table>
While this alternative does not keep peak HGL below ground, it reduces projected flooding to a depth of only 6”, which would generally be below the curb height and contained within the street.

**Figure 22 – Snyder ROW Alternative (Deeper Birk) Peak HGL Profile**

- **Existing Condition**
- **ROW Storage (Birk/7th/Edgewood)**
- **Peak values**

![Graph showing Snyder ROW alternative peak HGL profile](image)

- **Underground storage**
- **Overflow elevation**
Snyder ROW Storage (Deeper Edgewood)
This final alternative builds on the concept presented in preliminary alternative no. 2. With 156,900 CF of storage spread across 4 basins. The deeper Edgewood-Snyder basins provide additional volume and have dedicated 12” discharge pipes, which are installed beneath the existing sanitary sewer under W. Stadium Blvd.

Figure 23 – Snyder ROW Alternative (Deeper Edgewood) Layout

The basin volumes and hydraulic profile for this alternative are shown in Figure 24. The improved conveyance along Edgewood Ave., in combination with new storage west of S. Seventh St., provides hydraulics that meet the 10-year, 12-hour design standard both at the Snyder-Edgewood intersection and along Snyder Ave.
**Snyder and Stadium Storage Alternative**

The last final alternative builds on preliminary alternative no. 10. This includes ROW storage along Snyder, improved conveyance from the Edgewood-Snyder intersection, and additional storage under W. Stadium Blvd.
This concept includes 111,300 cubic feet of storage across the 4 basin locations. The basin volumes and predicted hydraulic performance are shown in Figure 26.
The improved conveyance along Edgewood brings the peak HGL below ground for the Snyder-Edgewood intersection, but the smaller basins west of S. Seventh do not significantly improve the HGL along Snyder Ave. for the 10-year, 12-hour storm simulation.

As with preliminary alternative no. 10, one concern with this alternative would be the construction timeline, since the W. Stadium storage would not be constructed until the street reconstruction project takes place, which could still be a number of years in the future.

100-Year Storm Hydraulic Analysis
To determine if the alternatives perform differently in storms larger than the 10-year, 12-hour design storm, the model was used to analyze each alternative in a 100-year, 24-hour storm. This larger design storm has a volume of 5.11 inches from NOAA Atlas 14 and also uses a SCS Type II rainfall distribution.

Figure 27 – Peak HGL Profiles for 100-year, 24-hour storm

All of the final alternatives have similar performance characteristics in the 100-year, 24-hour storm scenario. Each lowers the peak HGL by 1-2 feet throughout the study area, although surface
flooding will still be significant. None of the alternatives stand out as performing better than another so the 100-year storm performance does not provide a strong criterion for alternatives selection.

**Conclusion**

The final alternatives presented in this memorandum are sufficient to meet the design standard of conveying and storing flows generated by the 10-year, 12-hour storm, with peak HGL 1' below ground at the Snyder-Edgewood intersection. Selection of an alternative for design should be based on cost and construction impacts, factors that will be key in project approval and acceptance.

Feedback from public meetings and initial cost estimating indicate that the Pioneer Basin Alternative will likely meet the project objectives most effectively. Questions that should be considered as the project moves into preliminary design include:

- Can the required clearances be achieved for the proposed pipe upsizing across Stadium Blvd. or do other alternatives need to be considered?

- Are there locations within the Pioneer High School property that would be preferable for the basin and do the alternate locations provide similar hydraulics?

- Should the basin be configured to allow for infiltration and does outflow from infiltration affect the total storage volume requirement?

Further analysis related to these questions and to other aspects of the 30% design documents will be issued as a supplement to this memorandum.
The objectives of the Snyder-Edgewood Avenues Area Storm Water Improvements Project are to quantify the flooding issues that occur along Snyder Avenue, propose implementable options for the mitigation of this flooding, and prepare a 30% design concept for the selected alternative. CDM Smith performed hydraulic analysis in support of these objectives.

This memorandum has been issued as a supplement to the project's May 24, 2019 hydraulic report. That original report contained a description of the stormwater model used for project hydraulic analysis, details on the preliminary alternatives considered, and results for analysis of final improvement alternatives. This supplemental memorandum describes hydraulic analysis of the 30% design alternative, as prepared by Fishbeck in the project plan set dated 11/27/2019.

**30% Design Changes**

Following analyses of final alternatives, the following changes and updates were made to the proposed alternative:

- Instead of replacing the existing storm sewer altogether, the design team decided to keep the existing storm sewer in operation from the Edgewood-Snyder intersection, and construct a parallel storm sewer to provide the additional conveyance capacity required.
- Based on feedback from the Ann Arbor Public Schools, the design team relocated the proposed infiltration basin from the diagonal field located along the staff parking lot to the east side of the existing Washtenaw County infiltration basins.
- The design team was instructed that the proposed basin should provide infiltration and will also provide additional volume to serve the future West Stadium improvements.

These changes are reflected in the model plan view diagram shown in Figure 1. When tested against the project design criteria to reduce flooding at the Snyder-Edgewood intersection to 1’ below ground level, and to cause no increases in downstream peak flows, the following design characteristics were determined.
Snyder-Edgewood Hydraulic Analysis Supplement  
December 27, 2019  
Page 2

Conveyance Improvements:

- New interconnecting pipe (R-209 to R-301): 42” diameter
- New relief storm pipe (R-301 to R-303): 54” diameter
- New relief storm pipe (R-303 to R-305): 48” diameter
- New storm pipe (R-305 to R-306): 54” diameter
- New storm pipe (R-306 to basin): 48” diameter

Storage Improvements:

- Basin volume: 140,000 CF  
- Bottom elevation: 871.75 ft.  
- Top elevation: 880.25 ft. (depth = 8.5 ft.)  
- Control weir elevation (inlet): 879.55 ft. (0.7 ft. below county basin bypass weir)  
- Basin area/footprint: 16,470 SF

Assumptions related to the West Stadium Improvements project:

- 0.26 ac of additional impervious surfaces  
- All discharges to be connected to storm sewer system prior to R-306

**Figure 1 – 30% Design Model Representation (InfoSWMM)**
30% Design Analysis

CDM Smith ran a 10-year, 12-hour storm scenario with the 30% design. Figure 2 shows the peak HGL profile for the section between S. Seventh St. on the west and S. Main St. on the east. The existing Washtenaw County west and east basins are shown, along with the proposed infiltration basin from this project, which will be located between the existing basins and S. Main St.

Figure 2 – Peak Hydraulic Grade Line (HGL) Profile for 10-year, 12-hour storm

Figure 2 includes a comparison of existing conditions (red line) to proposed conditions (blue line). Peak flood depth at the Edgewood-Snyder intersection drops from 3.5’ to below ground. The peak HGL is improved (lowered) for the entire stretch from this point east to S. Main street, and a slight improvement in peak flows and HGL will be seen at downstream locations in the Allen Creekshed.

It is notable that the HGL profile moving east from Prescott remains unchanged. Some of the preliminary alternatives presented in the May 24, 2019 memorandum include improvements upstream in the tributary area that reduce overland flow along Snyder. The selected alternative only includes improvements located at the Snyder-Edgewood intersection, continuing south across W. Stadium and then onto the Pioneer High School property. These improvements do not affect the
hydrology or hydraulics of the tributary area, so the predicted overland flows in the existing conditions are not changed in the proposed conditions. The scope of this project was focused on the surface flooding at Edgewood and Snyder, not on bringing the entire tributary area to the same design standard. However, nothing in the design concept precludes future stormwater improvements in the tributary area that could provide reductions in overland flow and/or eliminate other predicted surface flooding locations.

The modeling work for the 30% design concept was also able to confirm that downstream flows would not be increased. Figure 3 below shows the existing vs. proposed hydrographs for downstream flows at S. Main St.

**Figure 3 – Existing vs. Proposed hydrographs for downstream flow at S. Main St.**

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Figure 4 below provides additional insight into the performance of the proposed basin through the duration of the 10-year, 12-hour storm event scenario. This figure compares the predicted water level in the proposed basin (green line) with the predicted water levels in the existing Washtenaw County west (blue) and east (orange) basins.

The water level plot for the 10-year, 12-hour storm provides an illustration of the performance during smaller storms, which can be seen in the leadup to the 6-hour point. The existing basins will begin to fill during smaller storms, and flow will begin to enter the new basin once the existing basins are close to full and water level exceeds the influent weir level. For the modeling effort, this weir was assumed to be 0.7 ft below the existing bypass weir, or an elevation of NAVD 879.55 ft.

Adjustments to the influent diversion structure can be made during further design to influence the split of flows between the existing and proposed basins without any significant effects on the system hydraulics.
Hydraulic analysis for the proposed basin does not include an infiltration assumption nor additional separation/treatment devices (like the Vortech separation units that are in place for the Washtenaw County basins), which would be required to minimize sediment buildup and associated maintenance requirements for the new basin. There will not be a significant change in performance in large storms, but including infiltration would provide a faster drop in water level, which will help to recover the basin capacity more quickly after each event. Once soil testing is complete during future design activities, hydraulic modeling can be used to determine the significance of performance improvements.

**Conclusion**

The hydraulics for the 30% design presented by Fishbeck have been analyzed. The design concept meets the design standard of conveying and storing flows generated by the 10-year, 12-hour storm, with peak HGL 1' below ground at the Snyder-Edgewood intersection. The project would not increase downstream flows and would reduce downstream flows over most storm scenarios. The proposed stormwater infiltration basin will work in concert with the existing Washtenaw County (west basin) to achieve multiple objectives, including water quality improvements for smaller storms, flood level reduction for the Snyder-Edgewood intersection, and treatment of additional impervious surfaces for the future West Stadium improvements project.
ATTACHMENT B
LEGAL STATUS OF RESPONDENT

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

The Respondent is:

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

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

• A limited liability company doing business under the laws of the State of ____________, whom _____________________ bearing the title of _____________________ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

• A partnership organized under the laws of the State of ____________ and filed with the County of ____________, whose members are (attach list including street and mailing address for each.)

• An individual, whose signature with address, is affixed to this RFP.

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

___________________________________________ Date: __________,
Signature

(Print) Name _______________________________ Title ____________________________
Firm: ______________________________________________________________________
Address: ___________________________________________________________________
Contact Phone ____________________   Fax _____________________
Email ___________________________
ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

(a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.

(b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.

(c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.

(d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0 NDO-2
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

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org
Rev. 3/5/19
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:

<table>
<thead>
<tr>
<th>Conflict of Interest Disclosure*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

I certify that 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:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Vendor Authorized Representative</th>
<th>Date</th>
<th>Printed Name of Vendor Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org
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.

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. Then submit it to the Human Rights Commission by e-mail (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.

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.
CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

$13.61 per hour  $15.18 per hour
If the employer provides health care benefits*  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

Revised 2/1/2019
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:

(2019 PSA over $25,000 Auto AI)

PROFESSIONAL SERVICES AGREEMENT BETWEEN

_____________________________________

AND THE CITY OF ANN ARBOR

FOR _________________________________

This agreement, dated ______________, 20____ ("Agreement"), is between 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 ___________________________________________. City and Contractor are referred to collectively herein as the “Parties.” The Parties agree as follows:

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 _____________________________________________________.

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 compensation 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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City’s behalf, or to bind the City in any way.

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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 Agreement; 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 (if applicable) necessary to perform the Services pursuant to this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.

D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

F. 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 below 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)
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.

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 Exhibits A, B, and C, 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. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

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.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]
FOR CONTRACTOR

By ________________________________ Type Name
   Its
Date: ______________________________

FOR THE CITY OF ANN ARBOR

By ________________________________
   Christopher Taylor, Mayor

By ________________________________
   Jacqueline Beaudry, City Clerk
Date: ______________________________

Approved as to substance

__________________________________ Type Name
   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 Agreement, 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.