

# REQUEST FOR PROPOSAL

**RFP # 21-17**

## **WWTP Access Bridge Replacement Project**

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



**Due Date: June 3, 2021 by 2:00 p.m. (local time)**

Issued By:

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

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is seeking the services of an Engineering firm to prepare complete plans, specifications, and bid documents for the construction of a relocated bridge to access the City of Ann Arbor Wastewater Treatment Plant (WWTP) located at 49 Old Dixboro Rd, Ann Arbor, MI 48104. The WWTP phone is (734) 794-6450. We are now seeking proposals from qualified professional engineering consulting firms to provide the necessary design services for the preparation of plans and specifications to competitively bid and construct these improvements.

The bridge design process shall be broken into three distinct phases. The proposer shall prepare their proposal and work plan such that the design is comprised of conceptual, preliminary, and final design phases. Details for the three phases are provided in Section III – Scope of Services.

A specific bridge cross-section has not been developed for the proposed bridge. The chosen Consultant shall be responsible to prepare a minimum of three bridge cross-sections and/or span length configurations for review and comment by City and Wastewater Treatment Services Unit (WWTSU) staff. The existing bridge will remain in service for gravel train, sludge tanker, truck deliveries, and WWTP staff access traffic until the new bridge is placed into service.

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

All questions regarding this 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 2:00 p.m. on May 10, 2021,** and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Chris Englert, Wastewater Treatment Services Engineer, WWTSU – [cenglert@a2gov.org](mailto:cenglert@a2gov.org)

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

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the

Consultant's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

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

A pre-proposal meeting will be held:

When: May 6, 2021 at 11:00 a.m. (local time)

Where: Virtual meeting via Microsoft Teams – pre-registration via e-mail to [CEnglert@a2gov.org](mailto:CEnglert@a2gov.org) is required to attend.

Attendance at this meeting is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

A site visit is planned for May 7, 2021 following the Pre-Bid Meeting. Only 6 bidding personnel will be allowed on-site at a time. Available time slots are:

10:00 AM – 11:00 AM

11:00 AM – 12:00 PM

12:00 PM – 1:00 PM

1:00 PM – 2:00 PM

2:00 PM – 3:00 PM

3:00 PM – 4:00 PM

Proposers are encouraged to reserve a time slot by contacting:  
Chris Englert – [cenglert@a2gov.org](mailto:cenglert@a2gov.org)

### **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 90 (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 June 21, 2021. Consultant must be available on these dates.

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

## **F. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the City on or before June 3, 2021 by 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. 21-17 – WWTP Access Bridge Replacement Project”** 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 may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours.

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

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

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

***Please provide the forms outlined above (Attachments B, C and D) within your narrative/technical 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 this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

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

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

**I. 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 B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

**J. WAGE REQUIREMENTS**

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

**K. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the Consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Consultant unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure Form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may 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 offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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

**O. SCHEDULE**

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

The following is the schedule for this RFP process.

| <b>Activity/Event</b>                | <b>Anticipated Date</b>               |
|--------------------------------------|---------------------------------------|
| Written Question Deadline            | May 10, 2021, 2:00p.m.                |
| Addenda Published (if needed)        | Week of May 17, 2021                  |
| Proposal Due Date                    | June 3, 2021 at 2:00p.m. (Local Time) |
| Tentative Interviews (if needed)     | Week of June 21, 2021                 |
| Selection/Negotiations               | July/August 2021                      |
| Expected City Council Authorizations | August/September 2021                 |

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



**P. IRS FORM W-9**

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

**Q. RESERVATION OF RIGHTS**

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

**R. ENVIRONMENTAL COMMITMENT**

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

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

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

### **1. Background**

The following information is provided as supporting information for the proposer to understand the extent of the city of Ann Arbor Wastewater Treatment Plant (WWTP) facilities. We recognize this information to be key for the Consultant to achieve the project objective of developing a plan and design package for this WWTP Access Bridge Replacement Project for the City of Ann Arbor.

The City operates and maintains a WWTP having an average annual design flowrate of 29.5 MGD. The WWTP consists of an East (19.5 MGD) and West Plant (10 MGD). The WWTP is located in Ann Arbor Township and is operated 24 hours per day, seven days per week. The City of Ann Arbor wishes to undertake the design of a replacement bridge across the Huron River to the WWTP. The current single lane bridge provides the only access to the WWTP and has reached the end of its service life after undergoing several rehabilitation projects over the past 30 years.

The current access road and bridge are located along a 650-foot long and 57-foot wide easement east of Old Dixboro Road. The existing bridge must remain in service while constructing a new bridge as it provides the sole access for WWTP staff and contracted service providers. A new bridge must be located on property south of the existing bridge and will require realignment of a portion of the access road. That property is owned by HRC-ManorCare who operates a medical rehabilitation facility on the south end of the property. The property located north of the existing access road and bridge is owned by the Ann Arbor Railroad. City staff has begun discussions with HRC-ManorCare to obtain an easement needed for the construction and maintenance of the project. The final agreement will be based upon the successful firm's preliminary project study, approved T, S, and L plans, recommendations and property needs for a new access road and bridge.

During the recent construction of improvements to the WWTP, and other projects within the vicinity of this project, artesian water conditions were discovered and observed to exist. The design of the proposed structure shall be sensitive to this groundwater condition. Additional information regarding the local groundwater is available from WWTSU Staff. All geotechnical evaluations shall take this groundwater condition into consideration during the preparation of the proposal for this project.

The successful firm will be responsible for identifying all needed federal, state, and local permits to construct the project, preparing complete permit applications, and coordinating with both reviewing agencies and City staff as needed to obtain the permits.

## 2. Objective

The City of Ann Arbor is seeking the services of an Engineering firm to prepare complete plans, specifications, and bid documents for the construction of a relocated bridge to access the WWTP.

The bridge design process shall be broken into three distinct phases. The proposer shall prepare their proposal and work plan such that the design is comprised of conceptual, preliminary, and final design phases.

The conceptual design phase shall include the preparation of Type, Size, and Location Plans (T, S, and L) and cost estimates of the various structure types studied. The preliminary design shall be deemed to be the portion of the project design immediately following the acceptance of the T, S, and L plans up to the completion of 70% plans and specifications. Final design shall be deemed to be the portion of the project design immediately following the acceptance of the preliminary plans and specifications through the 100% completion of the plans and specifications up to receiving bids for the construction of the planned improvements.

A specific bridge cross-section has not been developed for the proposed bridge. The chosen Consultant shall be responsible to prepare a minimum of three bridge cross-sections and/or span length configurations for review and comment by City and WWTSU staff. Important considerations in the development of the proposed cross-section shall include, but not be limited to the following:

- Two-lane roadway cross-section;
- Cast-in-place concrete deck;
- Adequate shoulder width to prevent contact with the proposed barrier wall under typical weather and visibility conditions;
- Low-maintenance primary structural members;
- Conventional construction methods be utilized to construct the bridge;
- Sufficient width such that future bridge rehabilitation efforts can be conducted on the bridge without having to shutdown access to the WWTP; and,
- The proposed bridge can be constructed adjacent to the existing bridge without limiting access to the WWTP.

The successful Consultant shall coordinate work with WWTSU staff who will provide access to the WWTP, existing access bridge information, existing right-of-way (ROW) information, property ownership adjacent to the ROW, and provide other requested City records necessary to address the Scope of Services.

## 3. Requirements

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

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

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request and the project schedule in Exhibit "A":

1. The Lead Consultant shall manage all aspects of the project design up to the award of the construction contract(s) for the project. This includes, but is not limited to; managing all aspects of the project, including the work 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 review of all project deliverables. The Project Manager will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor. This task requires the services of a professional project manager(s) to ensure uninterrupted progress of the project.
2. The Consultant must be able to effectively communicate the purpose and the benefits of the project with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies.
3. Prepare a complete, detailed, ground survey of the entire construction influence area. The Consultant shall, at a minimum, provide the following items in their proposed scope of work; locate all trees 6" in diameter or greater and provide the genus and cultivar (if applicable) 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; and, provide all survey work to national map accuracy standards; establish and define the existing ROW of the Treatment Plant Drive; coordinate with City of Ann Arbor personnel such that the appropriate title work and appraisals can be obtained for the purposes of ROW and grading permit acquisition (the City of Ann Arbor will obtain the needed title work and appraisals required for the project); locate all existing property irons and monuments within the survey limits; and, locate all 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.
4. Design live loading for the bridge shall be ML-93 (Modified). WWTSU staff is willing to consider the discussion of other design loadings, however, the Consultant shall be aware that many heavily loaded semi-trucks use the bridge on a daily basis and long-term reliability is an important consideration in choosing the design loading for this structure.
5. Given the need for the relocation of Treatment Plant Drive to accommodate the new bridge and the topography of the surrounding area, it is likely that several retaining

walls may be required for this project. The Consultant shall propose a retaining wall system(s) for this project that minimizes the need for the acquisition of additional ROW to construct them and/or the project. It is likely that different retaining wall systems may be used and/or required in different locations of the project. The selection criteria shall be based on constructability, long-term reliability, and/or cost.

6. Review and evaluate existing storm water drainage systems. The design of any needed storm sewer systems shall comply with the current City of Ann Arbor Standards. The Consultant shall propose improvements where possible. All storm sewer shall be designed to accommodate a 10-year storm.
7. Perform a complete and detailed geotechnical evaluation and analysis to determine the properties of the existing soils, ground water conditions (including the aforementioned artesian condition) throughout the construction influence area for the purposes of evaluating bridge design alternatives.
8. Perform Scour Analysis and Design to ensure that proposed bridge is not considered scour critical or susceptible and can be permitted by EGLE staff.
9. Perform load rating calculations for the bridge in accordance with the latest MDOT Directives. Provide the load rating calculations to the City's Engineering Department for their inclusion in the City bridge inspection database and MiBRIDGE.

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

The Consultant shall review the condition of the existing structure and propose alternatives for the existing structure that minimizes future maintenance and allow the structure to continue to function in its expected role of continuing to carry the trunkline sanitary sewers that feed the WWTP. It is expected that possible alternatives could include removing the existing bridge deck to allow the existing beams to be cleaned and coated and a walkway installed that will allow the inspection of the trunkline sanitary sewers.

9. All drawings shall be prepared to City of Ann Arbor Public Services Area Drafting Standards or MDOT Standards as approved by the City of Ann Arbor. All drawings shall be prepared using AutoCad 2015, or newer, software. The City of Ann Arbor shall be provided with one complete set of mylar plans when they are completed and CD ROM disks of all drawings, specifications, and cost estimates.
10. Provide geometric designs for Treatment Plant Drive in accordance with all AASHTO and City of Ann Arbor Standards.
11. The proposed closure of Treatment Plant Drive must be approved by WWTSU personnel prior to traffic maintenance plans being prepared and developed. Prepare complete, detailed, and accurate traffic control plans to construct the project.
13. Prepare any required visual aids and plan to attend five public meetings to coordinate the design of the project with other City Departments, City Council, surrounding property owners, and other formal and informal committees.
14. Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor Public Services Area and MDOT in order to satisfactorily complete the project.
15. Provide the design of retaining walls, railings, barriers, and guardrails, as necessary, to construct the planned roadway and bridge within the existing easement with minimal acquisition of additional permanent easements.
16. Prepare all plans necessary to meet pertinent City of Ann Arbor requirements. For example, Natural Features Protection Plans, Soil Erosion, and Grading, plans, etc. These requirements can be found in Chapter 57 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other MDOT standard practices.
18. Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding recordable, exhibit drawings in an 8½" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses. Preliminary grading permit and permanent ROW areas shall be identified in the Conceptual and Preliminary Design phases of the project design.
19. Coordinate **all** elements of the design with all affected parties, including, but not limited to; EGLE, FEMA, ACOE, AARR, Ann Arbor Charter Township, private utility companies, other formal and informal committees, and the public in general.

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

21. Prepare complete contract documents including plans, specifications, bid forms, etc. to allow the project to be bid as one project.

### Design Details

In general, the Consultant shall prepare to City of Ann Arbor Standards, plan and profile sheets, at a horizontal scale of 1"=20' and a vertical scale of 1"=2' for all work. This shall include, but not be limited to, water main, sewer, and roadway plans. Other plans, such as structure plans, sections, and elevations; 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. Design Speed: It is expected that the currently proposed alignments will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design.  
  
WWTP Access Road: 25 mph.
2. Design Vehicle: WB-50 (unless otherwise directed)
3. Horizontal Alignment: The proposed horizontal alignment(s) of the relocated roadway and bridge shall meet all applicable AASHTO and City of Ann Arbor standards.
4. Vertical Alignment: Minimum longitudinal grade shall be 1.0%. Maximum longitudinal grade shall be 5%.
5. Typical Cross-Sections: The typical cross-section(s) to be proposed shall contemplate the design criteria discussed earlier in this request. The Consultant shall also make additional recommendations as they determine appropriate in order to provide the most appropriate and cost-effective design.
6. Drainage: Provide enclosed conduit drainage systems. All drainage systems shall be designed and/or evaluated to handle a 10-year design storm, except as otherwise required by the City of Ann Arbor.

- |    |   |   |
|----|---|---|
| 7. | General Design Standards:   | Incorporate the AASHTO Policy on Geometric Design of Highways and Streets (2018); AASHTO Standard Specifications for Highway Bridges, 17th Edition; AARR Design Standards; the MDOT Design Guide; MDOT Standard Specifications for Construction (2012); EGLE Permitting regulations; ADA accessibility standards; the City of Ann Arbor Code of Ordinances; and the City of Ann Arbor Public Services Department Standard Specifications (current edition).   |
| 8. | Roadway Width(s):   | Maintain the existing width of WWTP drive. Revisions to the roadway alignment shall be approved by WWTSU staff.   |
| 9. | 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.   |
| 11 | Soil Erosion, Grading, Tree Planting, Natural Features Protection Plans, and other miscellaneous Plans: | These plans shall be prepared in accordance with the appropriate Chapters of the City of Ann Arbor Code of Ordinances, and as approved by the Project Engineer/Project Manager and/or the appropriate City Departments.   |
| 12 | Soil Investigation:   | <p>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.</p> <p>The Consultant shall prepare a soil boring plan which details the location and depth of each soil boring planned to be taken. In general, it is expected that one boring will be taken in future lanes of roadway, at 200-foot intervals. A minimum of two borings at all proposed substructure units will also be required; the depth of these borings shall be approved by the City. Where retaining walls are to be installed, the Consultant shall propose, for City approval, soil boring locations and depths sufficient to properly design these structures. All soil borings shall be performed</p> |



to a depth of at least 5 feet below any proposed structure or utility.

As part of the soil investigation, the Consultant shall determine if any areas exist where construction operations may damage existing structures, roadway, or adversely affect their foundations. If these areas are determined to exist, recommendations for the elimination or minimization of these adverse effects, shall be incorporated into the planned improvements.

As part of the soil investigation, the Consultant shall determine the depth of the existing groundwater table, potential artesian groundwater conditions, any potential effect of the ground water table on substructure design, scour susceptibility of the existing soils in the project area, and any other groundwater and soil issues that could impact the project's design.

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

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

All findings as produced as part of the soil investigation shall be provided in a bound report and made available for review and comment by the City.

14 Pavement  
Structural Design:

The pavements shall be designed in accordance with the "Guide for Design of Pavement Structures" as published

by AASHTO, and the City of Ann Arbor Design Standards. The pavements shall be designed for a service life of 20 years.

- 15 Contract Specifications: 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.
- 16 Maintenance of Traffic: The construction of the access roadway and bridge associated with this project will be performed under traffic. Provide construction signing plans that meet all requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor. The traffic control plans shall ensure the efficient, safe, and orderly maintenance of vehicular traffic throughout the project and around the construction staging areas.
- 17 Right-of-Way Requirements: Identify, define, and prepare all legal descriptions and exhibit drawings for all permanent easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding exhibit drawings in recordable, 8½" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary can be found in the Study.
- 18 Coordination of Design: The Consultant shall coordinate **all** elements of the design with all affected parties, including, but not limited to; FHWA, MDOT, EGLE, FEMA, ACOE, Ann Arbor Charter Township, various City Departments, other formal and informal committees, and the public in general.
- 19 Bi-monthly Progress Mtgs./Meeting Attendance: Schedule and chair design progress meetings to be held on a bi-monthly basis. This is to include a design kick-off meeting in which all parties affected by the design and construction of the project are invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings.

## **SCHEDULE**

The Consultant shall submit a proposed design schedule for review and acceptance by the WWTSU staff that includes the overall expected timeline of the complete design effort and number of expected meetings with City staff during the project. Also, as part of their proposal, the Consultant shall submit a list of expectations for City staff time to provide information or time commitment during the project.

### **Available to selected Consultant following execution of a Non-Disclosure Agreement:**

- Survey information for existing WWTP access road
- Location of existing sanitary sewer interceptors located within the existing access road ROW
- 2017 As-built Civil Engineering drawings for WWTP's Facilities Renovations Project (FRP)
- Geotechnical Investigation Report for Ann Arbor FRP
- As-built drawings for existing WWTP access bridge

### 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 to fulfill the City's needs and achieve the project objectives.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with City standards, goals, and objectives.
- D. Working relationship between Consultant and City staff.
- E. Information that will assist the City to determine the Consultant's capability of performing the work.

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

### **PROPOSAL FORMAT**

Consultants shall 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 shall 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 key 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 – 25 points

1. 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.

2. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar references data for subcontractors and employees as requested in items A. and B. above for the main proposer.

C. Proposed Work Plan – 35 points

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

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

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

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

F. Attachments

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

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

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

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

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

## **PREPARATION OF PROPOSALS**

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

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

## **ADDENDA**

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

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

## **SECTION IV - ATTACHMENTS**

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster



**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

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

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

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

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

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

Email \_\_\_\_\_



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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/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 \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



**ATTACHMENT D**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 per hour**

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

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

**ENFORCEMENT**

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

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

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

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

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



("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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- 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.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

**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:



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  
Craig Hupy, Service Area Administrator

\_\_\_\_\_  
Tom Crawford, City Administrator

**Approved as to form and content**

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

**EXHIBIT A  
SCOPE OF SERVICES & SCHEDULE**

The Scope of Services is provided in Section II.

The following is the City of Ann Arbor's expected schedule based upon funding availability. Proposer may suggest alternate schedule along with justification.

**Anticipated Deliverables Schedule  
By Fiscal Year (FY) (July 1 – June 30)**

**Conceptual Design – FY22  
Preliminary Design – FY22  
Final Design – FY23  
Construction – FY23/24**



## **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. 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.