REQUEST FOR PROPOSAL

RFP # 23-34

Pittsfield Village Improvements Project

City of Ann Arbor

Public Services Area / Engineering Unit

Due Date: July 20, 2023 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 professional consulting services to design, permit, and prepare bid construction documents for the Pittsfield Village Improvements Project. The Pittsfield Village Improvements Project includes a new roadway section in some areas, sanitary sewer and stormwater system upgrades, stormwater quantity and quality improvements, water main(s) replacement, replacement of curb and gutter, and the construction of new sidewalk and/or the filling in of sidewalk gaps within the project limits.

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 June 30, 2023 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Igor Kotlyar, P.E., Project Manager - ikotlyar@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

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

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA
Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation. The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the week of July 31, 2023. Offeror 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 proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION
All proposals are due and must be delivered to the City on or before, July 20, 2023 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 should be clearly marked: “RFP # 23-34 - Pittsfield Village Improvements Project” and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48104

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 bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

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

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

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

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

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

G. DISCLOSURES

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

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent. 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.

<table>
<thead>
<tr>
<th>Activity/Event</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Question Deadline</td>
<td>June 30, 2023, 10:00 a.m.</td>
</tr>
<tr>
<td>Addenda Published (if needed)</td>
<td>Week of July 3, 2023</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>July 20, 2023, 2:00 p.m. (Local Time)</td>
</tr>
<tr>
<td>Tentative Interviews (if needed)</td>
<td>Week of July 31, 2023</td>
</tr>
<tr>
<td>Selection/Negotiations</td>
<td>August 2023</td>
</tr>
<tr>
<td>Expected City Council Authorizations</td>
<td>September 2023</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 offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

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

R. ENVIRONMENTAL COMMITMENT

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

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City’s environmental principles.
SECTION II - SCOPE OF SERVICES
BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Ann Arbor is seeking professional consulting services to design, permit, and prepare bid construction documents for the **Pittsfield Village Improvements Project**. The **Pittsfield Village Improvements Project** includes a new roadway section in some areas, sanitary sewer and stormwater system upgrades, stormwater quantity and quality improvements, water main(s) replacement, replacement of curb and gutter, and the construction of new sidewalk and/or the filling in of sidewalk gaps within the project limits. Key elements of the project include:

**Water Main (UT-WS-20-09)**
- Upsizing of approximately 9,100 LF of aging asbestos cement water main where applicable *(see map in Attachment A)*. A small portion of water mains within Pittsfield Village were replaced in 2007.

**Sanitary Sewer (UT-SN-20-01; UT-SN-18-07)**
- Upsizing of approximately 1,700 LF of existing 8” to 12” in Norwood to improve wet weather capacity.
- Rehabilitation of aging sanitary sewers and manholes as identified in the 2023 Pittsfield Village Sanitary Sewer and Stormwater Evaluation Survey *(Att. A)*.

**Street Construction and/or Resurfacing (TR-SC-24-10)**
- Address pavement condition; determine whether roads need resurfacing or reconstruction
- Consider filling sidewalk gap on Whitewood Street
- Implement All Ages and Abilities (A3) bike corridor Edgewood to Pittsfield to Washtenaw

**Stormwater Improvements (UT-ST-22-02; UT-ST-18-06)**
- Rehabilitation of aging storm sewers and structures as identified in the 2023 Pittsfield Village Sanitary Sewer and Stormwater Evaluation Survey *(Att. A)*.
- Evaluate stormwater improvements to improve street/surface flooding in Parkwood/Pittsfield area as identified in the 2015 Stormwater Hydraulic Model Calibration and Analysis Project.
- Incorporate recently constructed (2015) stormwater detention at 3500 Washtenaw into evaluation of stormwater management opportunities.
- Evaluate green infrastructure opportunities where possible to reduce surface flooding to the maximum extent practicable. Green Streets Policy will be required in areas with new road construction.
- Installation of curb drains for private sump pump discharge.

Our current CIP shows the construction of this project in 2 phases, however we expect consultant to evaluate the extend of work, its impact on community and propose a phasing plan. The Consultant shall staff and schedule their work in order to meet the required submission deadlines.
INFORMATION AVAILABLE

- Record drawings of the existing streets, stormwater, water main and sanitary sewers
- InfoSWMM (EPA SWMM 5.0) sanitary and stormwater hydraulic model (will be available to the selected consultant upon execution of a Non-Disclosure Agreement)
- 2023 – WCWRC Swift Run Watershed Study (on-going)
- 2023 - Pittsfield Village Sanitary Sewer and Stormwater Evaluation Survey (SSES)
  - Includes a condition assessment and recommended repair plan of all sanitary and stormwater pipes and manholes within Pittsfield Village
- 2023 - Pittsfield Village Curb Drain Study
  - Provides planning level curb drain layout and sizing for needed curb drain extensions within the project area
- CIP Project Data Sheets https://www.a2gov.org/cip
- Historical soil boring logs
- Historical water main break and water quality complaint records

Available City GIS Layers:
  - 1-foot contours (LiDAR Based)
  - Wetlands
  - Woodlands
  - Aerial Photography
  - City Utility Systems
  - Parcels
  - Soil Survey
  - Historical Soil Boring Records (from 2006)
  - Impervious and Pervious Areas
SCOPE OF WORK

The Consultant shall perform the necessary design work and prepare construction plans and specifications suitable for bidding purposes for all elements of the project which include road improvements, sanitary sewer and stormwater system upgrades, stormwater quantity and quality improvements, installation of new curb drain, water main(s) replacement, replacement of curb and gutter, and the construction of new sidewalk and/or the filling in of sidewalk gaps within the project limits. The Consultant is expected to work with City Staff to develop the full scope for the road improvements, which could include complete reconstruction of the subgrade, replacement of curb & gutter, and adjustments to the vertical alignment. With the reconstruction of any existing streets, the project must provide stormwater management improvements as outlined by WCWRC and City stormwater rules and design standards, including the City Green Streets Policy.

In general, the following items will need to be addressed by the consulting firm, as part of the requested services to be provided on this project:

1) Prepare a Stormwater Improvements Plan including reviewing the existing studies and previous consultant’s investigation to alleviate surface flooding, when possible, within the project area. The Plan should include design of stormwater improvements such as but not limited to bioretention areas with native plantings and grasses (rain gardens), hydrodynamic separators (pre-cast, swirl chamber type systems), oversized conveyance/detention pipes, and storm structures with internal overflow weirs or other applicable best management practices.

   a) Develop rehabilitation plan and construction bid documents for any needed improvements to the existing stormwater system within the project area. The city recently completed a sanitary sewer and stormwater evaluation survey (SESC) which should be the basis for this work. The consultant shall review and validate the recommendations from this previous work. Supplemental inspection data for any structures will be required to be performed by the consultant. City will provide supplemental CCTV data on any needed storm sewers.

   b) Implement recommendations from the 2023 Curb Drain Plan for addressing lack of available stormwater system for sump pump discharge. Funding for any work (design and construction) related to curb drain improvements may come from the Developer’s Offset Mitigation Program. Consultant shall track and prepare cost estimates separately for these improvements.

   c) Evaluate and recommend green and/or gray infrastructure opportunities to alleviate surface flooding issues as reported by residents.

   d) Evaluate road drainage and determine if expansion of existing stormwater system is needed within the project area.

   e) Validate stormwater improvements to improve street/surface flooding in Parkwood/Pittsfield area as identified in the 2015 Stormwater Hydraulic Model Calibration and Analysis Project.

f) Consultant shall coordinate with Swift Run Watershed Study (currently underway) to align with recommendations that may come out of this study.

g) Review and utilize information from the June 25-26 2021 Storm Event Analysis to inform the overall Stormwater Improvements Plan.

h) Perform hydraulic analyses and prepare written report for the proposed stormwater improvements. Consultant shall update the city’s hydraulic model (InfoSWMM) reflecting the final stormwater design.

i) The proposed stormwater improvements shall provide both water quality improvements during smaller more frequent storm events and, peak flow attenuation during larger storm design events.

2) Prepare a Sanitary Sewer Improvements Plan including reviewing the existing studies and the recent SESC report. The Plan should include design of sanitary sewer improvements to address the sewer issues found in the studies.

a) Prepare all necessary construction bid documents for the Norwood (Bellwood to East of Whitewood) Sanitary Upsizing (UT-SN-20-01) project. This includes upsizing approximately 1,700 LF of existing 8” to 12” sanitary sewer in Norwood to improve wet weather capacity as identified in the 2018 Sanitary Sewer Improvements Preliminary project.

b) Develop rehabilitation plan and construction bid documents for any needed improvements to the existing sanitary sewer system within the project area. The city recently completed a SESC analysis which should be the basis for this work. The consultant shall review and validate the recommendations from this previous work. Supplemental inspection data for any manholes will be required to be performed by the consultant. City will provide supplemental CCTV data on any needed sanitary sewers. Maintenance concerns caused by flat pipe slopes/poor manhole channel slopes have been raised by staff in the past. Consultant shall carefully review these items and include any improvements in the rehabilitation plan.

c) Funding for any work (design and construction) related to sanitary wet weather improvements may come from the Developer’s Offset Mitigation Program. Consultant shall track and prepare cost estimates separately for any work related to wet weather capacity improvements. Examples of these wet weather improvements would be rehabilitation to eliminate inflow and infiltration or pipe upsizing (UT-SN-20-01).

3) Prepare a Water Main Improvements Plan for the project area. Areas of needed water main replacement are shown in Attachment A.

a) Replace and upsize as needed aging existing water mains which are
Asbestos Cement (AC).

b) Pittsfield Village is currently serviced with water through 3 master meters. The city has been installing individual water meters within buildings as the opportunity rises with the goal of ultimately eliminating the need for the master meters. Consultant shall consider this with the design of the new water mains.

c) Replace galvanized service leads (city side) as needed. Eligible service lead replacements on the homeowner’s side will be coordinated prior to construction.

4) Prepare a Road Improvements Plan for the project area.
   a) As part of the City’s pre-design investigations, it was discovered that the existing road cross-sections in some areas are inadequate and may require reconstruction.
   b) Consultant to address pavement condition; determine whether roads need resurfacing or reconstruction and prepare plans for necessary improvements.

5) Prepare a Pedestrian/Mobility Improvements Plan for the project area.
   a) Investigate existing sidewalk along Whitewood Street and prepare plans to fill in any gaps.
   b) Implement All Ages and Abilities (A3) bike corridor Edgewood to Pittsfield to Washtenaw

6) Prepare complete, detailed, and accurate construction drawings and specifications in accordance with City/WCWRC or other appropriate design standards. The format of the drawings shall be completely compatible with the City’s drawing preparation standards and layout(s). It is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes.

7) Preparation of plans and specifications for all public utilities, sidewalk and road construction plans shall be in compliance with the Public Services Area Standard Specifications.

8) Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates, and contract documents. The consultants shall also secure all necessary permits from all approving agencies including but not limited to the EGLE and WCWRC.

9) Prepare phasing plan (it is expected that this project will be completed in two phases).

10) The Consultant shall coordinate their efforts with the City to ensure the timely and cost-effective submittal of the project deliverables. The Consultant’s Project Manager shall provide oversight, review, and coordination of their project deliverables with that of the City’s so that a seamless product is provided and all deadlines are met.

11) Obtain all required permits from outside agencies. This includes but not limited to the water and sanitary permits from EGLE.
12) The Consultant shall attend project progress meetings as needed to ensure that proper coordination of their work and that of the City’s is taking place throughout the entire design process and provide meeting minutes and action items for these meetings. Also, the Consultant shall coordinate their efforts with any other needed agency(ies), various City service units, private utility companies, other formal and informal committees, and the public in general.

13) Perform topographical surveying tasks as necessary for the preparation of civil engineering construction plans. The desired surveying services will include but not be limited to the gathering of topographical survey data for the project area and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans for all three phases and potentially future phases.

a) Data collection:
   i. Topographic data for 1” = 20’ scale plans.
   
   ii. Digital copies of all files used to generate the topography data (i.e. breaklines, points and control files).
   
   iii. All Right-of-Way (ROW) lines and monumentation to be located and shown.
   
   iv. Location of all planimetric features within ROW, and 10’ outside of the ROW
   
   v. Minimum of 1 on-site benchmark for every 600’ of utility shall be shown and described (minimum of 2 per project).
   
   vi. All (public and private) utilities shall be located (overhead and underground).
      
      Overhead information shall include:
      location and type of utility
      
      Underground information shall include:
      type of structure
      location and type of utility
      size of structure
      measured casting elevation
      measured invert(s) elevation of pipe/top of pipe elevation
   
   vii. All trees within the project area, are to be located and include trunk diameter at breast height (DBH) and canopy diameter. There will be no minimum tree size limits within the ROW, however, outside of the ROW only trees 6” DBH or greater need be located along with trees whose canopy may impact the project area.
viii. Datum to be in the City’s official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).

ix. Sufficient ground elevations for digital terrain model (DTM) generation for 1’ contours, including around curb radii and through intersections. Curb ramps should have all 4 corners of the “level landing” and 10 adjacent flags of the walk transition located.

x. Where there is the potential of utilities crossing the project area, obtain utility information outside the project limits (i.e. locate downstream/upstream sanitary manholes that tie into manholes within project area).

14) Establishment of all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that 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 the satisfactorily detail and describe the work.

15) Complete quantity take-offs and earthwork calculations of all items of work for which the Consultant is responsible (i.e. and “Engineer’s Estimate”). This information shall be provided to the City in Excel spreadsheet format.

16) Preparation of written specifications meeting the requirements of the City, WCWRC and EGLE for all work which the Consultant has prepared plans.

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

18) Develop and implement a communication strategy that meets the following objectives:
   - Communicate complex issues in an easy-to-understand and relatable way
   - Inform stakeholders and residents about the project’s progress on the design and implementation process

City staff has already completed the Engagement Toolkit to assess the level of engagement needed for this project. Below are the City’s communication expectations for this project. The consultant may also provide additional ideas in the proposal.

a. Kick-off meeting: Prior to any work on the above scope items, the consultant shall convene a communication’s kick-off meeting to learn about the history of the project’s engagement efforts, start developing appropriate messaging, and determine the appropriate timeline, format, and distribution methods to inform the relevant groups impacted by this project.

   a) Present project material: At a minimum the City expects the following:
      i. Use community input collected in earlier studies as a consideration for
developing improvements within the project area

ii. Develop regular public updates through a variety of channels

iii. Prepare for at least three presentations during the design and implementation process. If it is believed that this project will require more than three presentations, please include a cost per additional meeting estimate in the budget. The consultant will deliver presentation content at in-person meetings/events and prepare a single-page flier or infographic to be distributed in coordination with the in-person events. The presentation should include the following content:
   1. The design and implementation processes
   2. Design options and associated impacts on community members
   3. A summary of community comments
   4. How the design process incorporates community comments, when it doesn’t (and why not), and the rationale behind the selected option
   5. Community resources

b) Target audience: The residents most impacted by this project represent a mix of demographic groups, some of which are considered more vulnerable populations such as low-income households. Consider area demographics in selecting communication tools; this may include less reliance on virtual meetings as compared to leveraging existing community meetings/events to access a broader audience and translation of materials if deemed necessary. Consultant shall at a minimum work with the following pre-determined groups throughout the project:
   i. A Working Group consisting of City of Ann Arbor staff, other public agencies, and the Consultant
   ii. The residents, likely through the Pittsfield Condominium Association
   iii. Presentations to various boards, commissions, and City Council on an as needed basis.

c) Consultants should work with the City’s Communications Department and Community Engagement Specialist to consider all of the necessary channels to promote public informational sessions.
   i. Consultant may utilize a third party communication vehicle at the discretion of the City. It is expected that the Consultant will provide the content for these channels and for the City to finalize and approve the final message.

d) Documentation: Document all outreach and engagement activities in a written, summary document that includes a FAQ.

19) The City may ask the Consultants to provide construction engineering services including construction staking and full-time inspection during construction for Phases. Consultants are asked to include these options tasks in their work plans and sealed fee proposals.
SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

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 – 20 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. The list 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 offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company’s general philosophy in regards to providing the requested services.

Offerors 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. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

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

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be 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 offerors.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

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

**PREPARATION OF PROPOSALS**

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

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

**ADDENDA**

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

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

Attachment A – Project Specific Attachments
Attachment B - Legal Status of Offeror
Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form
Attachment D – Living Wage Declaration of Compliance Form
Attachment E – Vendor Conflict of Interest Disclosure Form
Attachment F – Non-Discrimination Ordinance Poster
Attachment G – Living Wage Ordinance Poster
memorandum

Date: May 24, 2023

To: Troy Baughman, City of Ann Arbor

cc: George Tsakoff, OHM Advisors
    Robert Czachorski, OHM Advisors

From: Mackenzie Johnson, OHM Advisors

Re: Pittsfield Village Sanitary Sewer and Stormwater Evaluation Survey

Project Background
A large rain event occurred on the evening of June 25, 2021 into the early morning hours of June 26, 2021 resulting in numerous reports of flooding and basement backups in Washtenaw and Wayne Counties including portions of the City of Ann Arbor. The Pittsfield Village neighborhood and surrounding streets were the most impacted areas within the City of Ann Arbor.

In response to the flooding and basement backups, the City of Ann Arbor requested OHM Advisors to perform a sanitary sewer analysis to better understand the cause of the basement backups in this area and to provide recommendations on system improvements that would minimize the potential for similar occurrences in the future. One of the recommendations from that analysis was to perform a sanitary sewer evaluation survey to identify sources of inflow and infiltration into the sanitary sewer system such that they can be addressed. A significant amount of inflow and infiltration into the sanitary sewer system could contribute to sanitary sewer surcharges and basement backups during wet weather events.

Inflow and infiltration (I&I) is the occurrence of stormwater and groundwater entering into the sanitary sewer system. The amount of I&I into the sanitary sewer system typically increases during wet weather events. Sources of inflow and infiltration may include connected footing drains or roof drains, illicit connections from the stormwater system, and cracks and fractures in sanitary sewer pipes and manholes that allow groundwater and surface water to enter. I&I should be minimized to reduce the amount of stormwater that is conveyed by the sanitary sewer system and is unnecessarily treated at the wastewater treatment plant. This technical memorandum details the sanitary sewer and stormwater evaluation survey field investigations and findings and provides sanitary sewer and stormwater pipe and manhole rehabilitation recommendations.

Sanitary Sewer Evaluation Survey Field Services

Pipeline Inspections
Pipeline inspections are performed using closed-circuit televising (CCTV). This process involves pushing a small robotic device with a television camera through a pipeline to identify defects and sources of water entering the system. Both the sanitary sewer and storm sewer pipes within the Pittsfield Village neighborhood were inspected over the past several years, and the inspection reports and videos were provided by the City of Ann Arbor for review. The inspection reports utilize the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) coding system.
Under the PACP program, each pipe defect is assigned a grade based on its severity. Defects are graded on a 1 to 5 scale with Grade-5 being the most severe. Some common pipe defects include cracks, fractures, roots, broken pipe, and grease buildup among many others. Descriptions of the high-grade pipe defects found in the Pittsfield Village neighborhood are provided in Appendix D.

It should be noted that in some cases, there are more pipes with rehabilitation recommended than pipes with high-grade defects. There are a couple reasons for this anomaly. In several cases, some pipes have medium-grade defects that will likely soon become high-grade defects, so rehabilitation is recommended now. In other cases, pipes may contain the code “Miscellaneous Survey Abandon (MSA)” or “Miscellaneous General Observation (MGO)”. These codes are used when something unusual is found in the pipe that another code cannot describe. These codes do not trigger a defect grade; however, comments are documented and manual review of the inspection video is required. Sometimes, manual review reveals a problem with the pipe that requires repair or replacement, thus rehabilitation is recommended even if the pipe does not technically contain a high-grade defect. The same applies to manholes as well.

**Manhole Inspections**

Manhole inspections were conducted on both sanitary and stormwater manholes throughout the Pittsfield Village neighborhood by televising the manhole using a camera on an extendable pole. Defects were then identified and coded based on NASSCO’s Manhole Assessment Certification Program (MACP). MACP employs the same defect coding and grading scale as PACP; however, some manhole defects differ from pipeline defects. Some common manhole defects include broken, offset, and loose frames, infiltration runners, deposits attached ragging, and missing brickwork among many others. Descriptions of the high-grade manhole defects found in the Pittsfield Village neighborhood are provided in Appendix D.

**Smoke Testing**

Smoke testing involves blowing a non-toxic mist through the sanitary sewer system to identify locations where groundwater and stormwater can enter the system. Water can enter into the sanitary sewer system wherever the smoke exits. Some common smoke sources include leaks, uncapped or broken cleanouts, manhole bolt holes, and connected roof downspouts. The smoke sources identified in Pittsfield Village are shown in Appendix A.

**Sanitary Sewer and Stormwater Evaluation Survey Findings**

**Sanitary Sewer Pipeline Inspections**

The City has inspected 77 sanitary sewer pipes, totaling about 17,775 linear feet, within and around the Pittsfield Village neighborhood over the past several years. The data collected by the City was sent to OHM for review and analysis. Of the 77 pipes inspected, 30 pipes have at least one Grade-4 or Grade-5 defect (39%).

These pipes contain a total of 132 Grade-4 defects and 16 Grade-5 defects.

The fracture multiple and fracture hinge defect codes as well as holes and broken pipes account for the majority of the Grade-4 defects. The surface damage missing wall defect code as well as holes and broken pipes with soil or voids visible account for the majority of the Grade-5 defects. Deformed pipe and surface damage missing wall defect codes are serious defects that may eventually lead to the pipe collapsing.

A complete list of defects and their associated pipes are shown in Table 1 below, and Figure 1 in Appendix B depicts the locations of these high-grade defects. As can be seen from the table, pipes 74-074681 and 74-62953 have many high-grade defects.
### Table 1: Pittsfield Village Sanitary Sewer High-Grade Defects

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Defect</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>74-074681</td>
<td>Hole Soil Visible (x2); Broken Soil Visible; Patch Repair Defective; Hole (x2); Fracture Hinge; Fracture Multiple (x6)</td>
<td>5; 5; 4; 4</td>
</tr>
<tr>
<td>74-61539</td>
<td>Fracture Multiple (x8); Infiltration Runner</td>
<td>4; 4</td>
</tr>
<tr>
<td>74-61540</td>
<td>Surface Damage Missing Wall; Hole</td>
<td>5; 4</td>
</tr>
<tr>
<td>74-62060</td>
<td>Deformed; Hole Void Visible; Fracture Multiple</td>
<td>5; 5; 4; 4</td>
</tr>
<tr>
<td>74-62061</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>74-62062</td>
<td>Hole Void Visible; Tap Break-In Intruding; Deposits Attached Encrustation</td>
<td>5; 5; 4; 4</td>
</tr>
<tr>
<td>74-62063</td>
<td>Fracture Multiple (x2)</td>
<td>4</td>
</tr>
<tr>
<td>74-62066</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>74-62068</td>
<td>Deposits Settled Fine (x2); Camera Underwater</td>
<td>5; 4</td>
</tr>
<tr>
<td>74-62072</td>
<td>Fracture Hinge; Broken</td>
<td>4; 4</td>
</tr>
<tr>
<td>74-62075</td>
<td>Fracture Hinge (x3); Fracture Multiple (x7)</td>
<td>4; 4</td>
</tr>
<tr>
<td>74-62076</td>
<td>Fracture Hinge</td>
<td>4</td>
</tr>
<tr>
<td>74-62077</td>
<td>Broken</td>
<td>4</td>
</tr>
<tr>
<td>74-62107</td>
<td>Deposits Settled Other</td>
<td>4</td>
</tr>
<tr>
<td>74-62108</td>
<td>Fracture Hinge; Fracture Multiple (x3)</td>
<td>4; 4</td>
</tr>
<tr>
<td>74-62590</td>
<td>Infiltration Runner</td>
<td>4</td>
</tr>
<tr>
<td>74-62877</td>
<td>Broken Soil Visible; Broken (x2); Hole</td>
<td>5; 4; 4; 4</td>
</tr>
<tr>
<td>74-62878</td>
<td>Joint Offset Large; Hole (x2); Fracture Multiple (x4); Deposits Attached Encrustation</td>
<td>5; 4; 4; 4</td>
</tr>
<tr>
<td>74-62879</td>
<td>Root Ball Barrel; Hole; Broken (x2); Fracture Multiple (x5)</td>
<td>5; 4; 4; 4</td>
</tr>
<tr>
<td>74-62881</td>
<td>Fracture Multiple (x11)</td>
<td>4</td>
</tr>
<tr>
<td>74-62927</td>
<td>Crack Hinge</td>
<td>4</td>
</tr>
<tr>
<td>74-62928</td>
<td>Broken (x2)</td>
<td>4</td>
</tr>
<tr>
<td>74-62930</td>
<td>Fracture Hinge</td>
<td>4</td>
</tr>
<tr>
<td>74-62931</td>
<td>Miscellaneous Water Level Sag</td>
<td>4</td>
</tr>
<tr>
<td>74-62933</td>
<td>Fracture Hinge (x5); Fracture Multiple (x2)</td>
<td>4; 4</td>
</tr>
<tr>
<td>74-62935</td>
<td>Fracture Hinge</td>
<td>4</td>
</tr>
<tr>
<td>74-62936</td>
<td>Hole Void Visible; Miscellaneous Water Level Sag</td>
<td>5; 4</td>
</tr>
<tr>
<td>74-62953</td>
<td>Surface Damage Missing Wall; Hole Void Visible; Broken (x3); Fracture Hinge (x11); Fracture Multiple (x23); Miscellaneous Water Level Sag</td>
<td>5; 5; 4; 4; 4</td>
</tr>
<tr>
<td>74-62958</td>
<td>Hole Soil Visible; Broken</td>
<td>5; 4</td>
</tr>
<tr>
<td>74-62959</td>
<td>Fracture Hinge (x2)</td>
<td>4</td>
</tr>
</tbody>
</table>
Stormwater Pipeline Inspections
The City has inspected 73 stormwater pipes, totaling about 10,146 linear feet, within and around the Pittsfield Village neighborhood over the past several years. The data collected by the City was sent to OHM for review and analysis. Of the 73 pipes inspected, 32 pipes have at least one Grade-4 or Grade-5 defect (44%). These pipes contain a total of 67 Grade-4 defects and 9 Grade-5 defects.

The fracture multiple and fracture hinge defect codes as well as holes and broken pipes account for the majority of the Grade-4 defects. The surface damage missing wall defect code as well as holes and broken pipes with soil or voids visible account for the majority of the Grade-5 defects. Upon further review of the pipe inspections, there were also five (5) pipes that were deformed but did not have a “deformed pipe” defect coded. These deformed pipes are noted in Table 4 below. Deformed pipe and surface damage missing wall defect codes are serious defects that may eventually lead to the pipe collapsing.

A complete list of the stormwater pipe defects are shown in Table 4 below, and Figure 2 in Appendix B depicts the locations of these high-grade defects. As can be seen from the table, pipes 95-51509 and 95-51511 have many high-grade defects.

Table 2: Pittsfield Village Stormwater High-Grade Pipeline Defects

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Defect</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-065651</td>
<td>Fracture Hinge (x2); Deformed</td>
<td>4; 5</td>
</tr>
<tr>
<td>95-50780</td>
<td>Line Right</td>
<td>4</td>
</tr>
<tr>
<td>95-50781</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>95-51253</td>
<td>Hole</td>
<td>4</td>
</tr>
<tr>
<td>95-51268</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>95-51287</td>
<td>Hole</td>
<td>4</td>
</tr>
<tr>
<td>95-51474</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>95-51476</td>
<td>Fracture Multiple (x7)</td>
<td>4</td>
</tr>
<tr>
<td>95-51481</td>
<td>Hole (x3); Joint Offset Large; Line Left</td>
<td>4; 4; 4</td>
</tr>
<tr>
<td>95-51482</td>
<td>Deposits Settled Fine</td>
<td>5</td>
</tr>
<tr>
<td>95-51502</td>
<td>Fracture Hinge; Fracture Multiple (x2); Deformed</td>
<td>4; 4; 5</td>
</tr>
<tr>
<td>95-51504</td>
<td>Infiltration Runner</td>
<td>4</td>
</tr>
<tr>
<td>95-51505</td>
<td>Fracture Hinge</td>
<td>4</td>
</tr>
<tr>
<td>95-51507</td>
<td>Deposits Settled Other</td>
<td>4</td>
</tr>
<tr>
<td>95-51509</td>
<td>Hole Void Visible; Hole Soil Visible; Hole; Fracture Hinge; Fracture Multiple (x4); Broken</td>
<td>5; 5; 4; 4; 4; 4</td>
</tr>
<tr>
<td>95-51511</td>
<td>Hole Soil Visible; Broken Soil Visible; Broken Void Visible; Fracture Multiple</td>
<td>5; 5; 5; 4</td>
</tr>
<tr>
<td>95-51517</td>
<td>Crack Hinge; Broken; Deformed</td>
<td>4; 4; 5</td>
</tr>
<tr>
<td>95-51541</td>
<td>Fracture Multiple; Joint Offset Large</td>
<td>4; 4</td>
</tr>
<tr>
<td>95-51542</td>
<td>Fracture Hinge; Deformed</td>
<td>4; 5</td>
</tr>
<tr>
<td>95-68257</td>
<td>Fracture Hinge; Fracture Multiple (x2)</td>
<td>4; 4</td>
</tr>
<tr>
<td>95-70490</td>
<td>Line Right</td>
<td>4</td>
</tr>
<tr>
<td>95-70572</td>
<td>Broken</td>
<td>4</td>
</tr>
<tr>
<td>95-70829</td>
<td>Deposits Settled Fine</td>
<td>4</td>
</tr>
</tbody>
</table>
Sanitary Manhole Inspections
OHM field crews inspected 56 sanitary manholes within the Pittsfield Village neighborhood. Of the 56 inspected manholes, 17 manholes were found to have at least one Grade-4 or Grade-5 defect (30%). A total of fourteen (14) Grade-4 defects and four (4) Grade-5 defects were identified. Manholes with fractures, missing mortar, and missing brickwork account for the majority of the Grade-4 defects. The Grade-5 defects consist of bench and channel collapses as well as surface damage. Table 3 below provides a complete list of the sanitary manholes with high grade defects, and Figure 1 in Appendix B shows the locations of the sanitary manholes with high-grade defects.

### Table 3: Pittsfield Village Sanitary Manhole High-Grade Defects

<table>
<thead>
<tr>
<th>Manhole ID</th>
<th>Defect</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>71-61796</td>
<td>Deposits Attached Ragging</td>
<td>4</td>
</tr>
<tr>
<td>71-61797</td>
<td>Missing Mortar Large</td>
<td>4</td>
</tr>
<tr>
<td>71-61798</td>
<td>Missing Mortar Large</td>
<td>4</td>
</tr>
<tr>
<td>71-61817</td>
<td>Cracked Frame</td>
<td>4</td>
</tr>
<tr>
<td>71-61827</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>71-62269</td>
<td>Missing Brickwork</td>
<td>4</td>
</tr>
<tr>
<td>71-62670</td>
<td>Channel Collapse</td>
<td>5</td>
</tr>
<tr>
<td>71-62271</td>
<td>Missing Mortar Large</td>
<td>4</td>
</tr>
<tr>
<td>71-62275</td>
<td>Fracture Multiple; Surface Damage Aggregate Missing</td>
<td>4; 4</td>
</tr>
<tr>
<td>71-62276</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>71-62277</td>
<td>Surface Damage Reinforcement Visible</td>
<td>5</td>
</tr>
<tr>
<td>71-62278</td>
<td>Surface Damage Reinforcement Projecting</td>
<td>5</td>
</tr>
<tr>
<td>71-62279</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>71-62280</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>71-62283</td>
<td>Bench Collapse</td>
<td>5</td>
</tr>
<tr>
<td>71-62671</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>71-62672</td>
<td>Missing Brickwork</td>
<td>4</td>
</tr>
</tbody>
</table>
Stormwater Manhole Inspections
All 28 public stormwater manholes in Pittsfield Village were inspected by OHM field crews. Of the 28 inspected manholes, ten (10) manholes were found to have at least one Grade-4 or Grade-5 defect (36%). A total of nine (9) Grade-4 defects and five (5) Grade-5 defects were identified. Manholes with fractures, missing brickwork, and infiltration account for the majority of the Grade-4 defects. The Grade-5 defects consist of bench collapses, holes, and surface damage. Table 4 below provides a complete list of the stormwater manholes with high grade defects, and Figure 2 in Appendix B shows the locations of the stormwater manholes with high-grade defects.

<table>
<thead>
<tr>
<th>Manhole ID</th>
<th>Defect</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>92-50199</td>
<td>Missing Brickwork (x2)</td>
<td>4; 4</td>
</tr>
<tr>
<td>92-50211</td>
<td>Bench Collapse; Hole Soil Visible</td>
<td>5; 5</td>
</tr>
<tr>
<td>92-50996</td>
<td>Surface Damage Reinforcement Visible</td>
<td>5</td>
</tr>
<tr>
<td>92-51029</td>
<td>Infiltration Runner</td>
<td>4</td>
</tr>
<tr>
<td>92-51062</td>
<td>Bench Collapse</td>
<td>5</td>
</tr>
<tr>
<td>92-51066</td>
<td>Joint Separated Medium; Fracture Multiple</td>
<td>5; 4</td>
</tr>
<tr>
<td>92-51068</td>
<td>Fracture Multiple; Missing Brickwork</td>
<td>4; 4</td>
</tr>
<tr>
<td>92-51069</td>
<td>Surface Damage Aggregate Missing</td>
<td>4</td>
</tr>
<tr>
<td>92-51074</td>
<td>Fracture Multiple</td>
<td>4</td>
</tr>
<tr>
<td>92-63218</td>
<td>Missing Brickwork</td>
<td>4</td>
</tr>
</tbody>
</table>

Smoke Testing
Smoke testing was completed throughout the Pittsfield Village neighborhood. The testing revealed multiple sources where groundwater and stormwater could enter into the sanitary sewer system. Smoke sources included cleanouts, the ground, manhole frame seals, vented manhole lids, and catch basins and storm inlets. The smoking storm inlets and catch basins are most likely the result of cracks and defects in the pipes and manhole structures that allow smoke to migrate from the sanitary sewer system through the ground and into the storm sewer system. After further investigation, it was determined that these catch basins do not have direct connections to the sanitary sewer system. However, it is suspected that the smoke indicates that stormwater may be able to migrate from the catch basin leads to the sanitary sewer.

Table 5 below lists the smoke sources identified, and the locations of the smoke sources are shown in Appendix A. There was also one smoke source at storm catch basin 88-56152 that did not have a picture associated with it.

<table>
<thead>
<tr>
<th>Smoke Source</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uncapped Cleanout</td>
<td>3</td>
</tr>
<tr>
<td>Ground</td>
<td>1</td>
</tr>
<tr>
<td>Manhole Frame Seal</td>
<td>3</td>
</tr>
<tr>
<td>Vented Manhole Lid</td>
<td>3</td>
</tr>
<tr>
<td>Catch Basin/Storm Inlet</td>
<td>8</td>
</tr>
<tr>
<td><strong>Total Smoke Sources =</strong></td>
<td><strong>18</strong></td>
</tr>
</tbody>
</table>
Water Budget

There can be many sources of inflow and infiltration (I&I) into a sanitary sewer system. Some common sources include manhole defects, pipeline defects, smoke sources, and connected footing drains.

The sanitary sewer evaluation survey results were used to estimate the I&I flow rates from each source type by assigning each defect and smoke source an I&I flow value in order to create a water budget. A water budget quantifies the percentage of inflow and infiltration entering the sanitary sewer system via these various sources.

Typically, it can be assumed that each connected footing drain would discharge approximately 5 gpm of flow to the sanitary sewer system during wet weather events. However, it was discovered that the footing drains in the Pittsfield Village neighborhood may contribute more flow into the sanitary sewer system than expected during wet weather events as detailed in the June 25-26, 2021 Storm Event Analysis report completed in April 2022. That report states the following:

“The typical flow per connected footing drain is 1 gallon per minute (gpm) per 1-inch of rain. Considering that the June rain event produced approximately 5 inches of rain, it would be expected that each connected footing drain would normally contribute about 5 gpm to the sanitary sewer system. However, an additional flow equal to approximately 15 gpm per connected footing drain had to be added to this area in the model to produce similar results to what were witnessed…”

The analysis completed as a part of that study suggested that the Pittsfield Village neighborhood may contribute flow equivalent to an additional 15 gpm per connected footing drain during wet weather events from both public I&I sources and footing drains. The water budget analysis estimated the flow contributions from public sources of I&I so that the flow contribution from footing drains could be calculated. From the hydraulic model analysis that included the increased flow in the Pittsfield Village area to mimic observed basement backup and flooding conditions, the total flow contributed by the Pittsfield Village neighborhood during the June Storm event is estimated to be about 9.9 cfs. If the I&I flow estimates from the public sources are subtracted from the total I&I flow, then the I&I contributed solely by footing drains is estimated to be about 7.9 cfs or 3550 gpm. With 356 connected footing drains in the Pittsfield Village neighborhood, this translates to a flow of about 10 gpm per footing drain. A flow contribution of 10 gpm per connected footing drain in Pittsfield Village is substantially higher than the typical flow contribution of 5 gpm per footing drain.

It should also be noted that inflow from water ponding over sanitary manholes was included in the water budget. Ponding over manholes was observed in the greenspace area bounded to the north by Norwood St., the south by Packard St., the east by Whitewood St., and the west by Pittsfield Blvd during the June 2021 rain event. There are five sanitary sewer manholes located in this greenspace area, each of which had two unplugged pick holes at the time of the rain event. According to the June 25-26, 2021 Storm Event Analysis report completed in April 2022, approximately 2.2 feet of water was ponded over these manholes. Using the orifice equation with a head of 2.2 feet above the manhole rim and assuming a pick hole diameter of one inch, approximately 204 gpm (0.45 cfs) of flow was estimated to have entered into the sanitary sewer system via the open pick holes in these five manholes (assuming two pick holes per manhole).

Figure 1 below depicts the water budget for Pittsfield Village, and Table 6 tabulates the results. As can be seen from Figure 1, connected footing drains account for the majority (80%) of the inflow and infiltration into the system.
### Figure 1: Pittsfield Village Water Budget

![Pie chart showing water budget sources.]

### Table 6: Pittsfield Village Water Budget

<table>
<thead>
<tr>
<th>I&amp;I Sources</th>
<th>I&amp;I (cfs)</th>
<th>Percent of Total I&amp;I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manhole Defects</td>
<td>0.13</td>
<td>1.27%</td>
</tr>
<tr>
<td>Ponding Over Manholes</td>
<td>0.45</td>
<td>4.60%</td>
</tr>
<tr>
<td>Pipe Defects</td>
<td>1.40</td>
<td>14.17%</td>
</tr>
<tr>
<td>Smoke Testing</td>
<td>0.01</td>
<td>0.09%</td>
</tr>
<tr>
<td>Connected Footing Drains</td>
<td>7.90</td>
<td>79.88%</td>
</tr>
<tr>
<td><strong>Total I&amp;I</strong></td>
<td><strong>9.89</strong></td>
<td></td>
</tr>
</tbody>
</table>
Rehabilitation Recommendations

Tables 7 and 8 below provide recommended rehabilitation methods for both sanitary sewer and stormwater pipes based on their inspection reports. Tables 9 and 10 below provide recommended rehabilitation methods for both sanitary sewer and stormwater manholes based on their inspection reports. Figures 1 and 2 in Appendix C show which sanitary and stormwater pipes and manholes have rehabilitation recommended. An estimated construction cost is associated with each asset’s rehabilitation method. Table 11 provides a total estimated project cost for the rehabilitation of the sanitary and stormwater pipe and manhole assets.

**Table 7: Sanitary Sewer Pipe Recommended Rehabilitation**

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Recommended Rehabilitation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>74-074676</td>
<td>Heavy Cleaning</td>
<td>$958</td>
</tr>
<tr>
<td>74-074681</td>
<td>Complete Remove and Replace</td>
<td>$46,878</td>
</tr>
<tr>
<td>74-61539</td>
<td>Full Liner</td>
<td>$30,962</td>
</tr>
<tr>
<td>74-61540</td>
<td>Full Liner</td>
<td>$20,109</td>
</tr>
<tr>
<td>74-61566</td>
<td>Grouting</td>
<td>$6,615</td>
</tr>
<tr>
<td>74-62060</td>
<td>Complete Remove and Replace</td>
<td>$26,220</td>
</tr>
<tr>
<td>74-62061</td>
<td>Grouting; Spot Liner</td>
<td>$4,277</td>
</tr>
<tr>
<td>74-62062</td>
<td>Full Liner</td>
<td>$16,822</td>
</tr>
<tr>
<td>74-62063</td>
<td>Spot Liner; Cutting and Grouting</td>
<td>$11,506</td>
</tr>
<tr>
<td>74-62072</td>
<td>Partial Remove and Replace; Spot Liner</td>
<td>$36,250</td>
</tr>
<tr>
<td>74-62075</td>
<td>Full Liner</td>
<td>$25,280</td>
</tr>
<tr>
<td>74-62076</td>
<td>Full Liner</td>
<td>$7,088</td>
</tr>
<tr>
<td>74-62077</td>
<td>Full Liner</td>
<td>$8,179</td>
</tr>
<tr>
<td>74-62081</td>
<td>Grouting</td>
<td>$6,522</td>
</tr>
<tr>
<td>74-62108</td>
<td>Complete Remove and Replace</td>
<td>$33,180</td>
</tr>
<tr>
<td>74-62122</td>
<td>Cleaning</td>
<td>$902</td>
</tr>
<tr>
<td>74-62590</td>
<td>Cutting and Grouting</td>
<td>$18,602</td>
</tr>
<tr>
<td>74-62877</td>
<td>Grouting</td>
<td>$7,464</td>
</tr>
<tr>
<td>74-62878</td>
<td>Partial Remove and Replace; Grouting</td>
<td>$40,284</td>
</tr>
<tr>
<td>74-62879</td>
<td>Partial Remove and Replace; Spot Liner; Grouting</td>
<td>$37,618</td>
</tr>
<tr>
<td>74-62880</td>
<td>Grouting</td>
<td>$9,338</td>
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<tr>
<td>74-62881</td>
<td>Full Liner</td>
<td>$25,949</td>
</tr>
<tr>
<td>74-62900</td>
<td>Cutting and Grouting</td>
<td>$17,432</td>
</tr>
<tr>
<td>74-62905</td>
<td>Cutting and Grouting</td>
<td>$43,289</td>
</tr>
<tr>
<td>74-62927</td>
<td>Spot Liner; Cutting and Grouting</td>
<td>$13,115</td>
</tr>
<tr>
<td>74-62928</td>
<td>Full Liner</td>
<td>$9,368</td>
</tr>
<tr>
<td>74-62930</td>
<td>Full Liner</td>
<td>$9,125</td>
</tr>
<tr>
<td>74-62931</td>
<td>Full Liner</td>
<td>$19,361</td>
</tr>
<tr>
<td>74-62933</td>
<td>Complete Remove and Replace</td>
<td>$138,582</td>
</tr>
<tr>
<td>74-62935</td>
<td>Full Liner</td>
<td>$2,365</td>
</tr>
<tr>
<td>74-62936</td>
<td>Cutting and Grouting</td>
<td>$13,430</td>
</tr>
<tr>
<td>Pipe ID</td>
<td>Recommended Rehabilitation</td>
<td>Cost</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>74-62937</td>
<td>Cutting and Grouting</td>
<td>$13,120</td>
</tr>
<tr>
<td>74-62938</td>
<td>Cleaning</td>
<td>$156</td>
</tr>
<tr>
<td>74-62952</td>
<td>Full Liner</td>
<td>$7,671</td>
</tr>
<tr>
<td>74-62953</td>
<td>Complete Remove and Replace</td>
<td>$160,560</td>
</tr>
<tr>
<td>74-62958</td>
<td>Partial Remove and Replace; Full Liner</td>
<td>$96,482</td>
</tr>
<tr>
<td>74-62959</td>
<td>Full Liner</td>
<td>$18,316</td>
</tr>
<tr>
<td></td>
<td><strong>Total Estimated Sanitary Pipe Rehabilitation Cost =</strong></td>
<td>$983,375</td>
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</table>

### Table 8: Stormwater Pipe Recommended Rehabilitation

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Recommended Rehabilitation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-065651</td>
<td>Complete Remove and Replace</td>
<td>$42,864</td>
</tr>
<tr>
<td>95-50780</td>
<td>Full Liner</td>
<td>$12,446</td>
</tr>
<tr>
<td>95-50781</td>
<td>Full Liner</td>
<td>$17,438</td>
</tr>
<tr>
<td>95-50782</td>
<td>Re-inspect Pipe Segment; Cutting and Grouting</td>
<td>$1,277</td>
</tr>
<tr>
<td>95-51253</td>
<td>Spot Liner; Grouting</td>
<td>$86,253</td>
</tr>
<tr>
<td>95-51266</td>
<td>Spot Liner</td>
<td>$12,000</td>
</tr>
<tr>
<td>95-51267</td>
<td>Re-inspect Pipe Segment; Cleaning</td>
<td>$598</td>
</tr>
<tr>
<td>95-51268</td>
<td>Spot Liner</td>
<td>$8,000</td>
</tr>
<tr>
<td>95-51287</td>
<td>Spot Liner; Grouting</td>
<td>$88,670</td>
</tr>
<tr>
<td>95-51472</td>
<td>Grouting</td>
<td>$4,752</td>
</tr>
<tr>
<td>95-51473</td>
<td>Spot Liner</td>
<td>$4,000</td>
</tr>
<tr>
<td>95-51474</td>
<td>Grouting</td>
<td>$8,507</td>
</tr>
<tr>
<td>95-51475</td>
<td>Spot Liner</td>
<td>$4,000</td>
</tr>
<tr>
<td>95-51476</td>
<td>Full Liner</td>
<td>$10,727</td>
</tr>
<tr>
<td>95-51481</td>
<td>Full Liner</td>
<td>$10,006</td>
</tr>
<tr>
<td>95-51482</td>
<td>Cutting and Grouting</td>
<td>$3,168</td>
</tr>
<tr>
<td>95-51502</td>
<td>Partial Remove and Replace; Full Liner</td>
<td>$58,168</td>
</tr>
<tr>
<td>95-51503</td>
<td>Spot Liner</td>
<td>$6,000</td>
</tr>
<tr>
<td>95-51504</td>
<td>Grouting</td>
<td>$20,052</td>
</tr>
<tr>
<td>95-51505</td>
<td>Complete Remove and Replace</td>
<td>$10,026</td>
</tr>
<tr>
<td>95-51507</td>
<td>Heavy Cleaning</td>
<td>$534</td>
</tr>
<tr>
<td>95-51509</td>
<td>Complete Remove and Replace</td>
<td>$97,943</td>
</tr>
<tr>
<td>95-51511</td>
<td>Full Liner</td>
<td>$3,134</td>
</tr>
<tr>
<td>95-51517</td>
<td>Complete Remove and Replace</td>
<td>$73,334</td>
</tr>
<tr>
<td>95-51541</td>
<td>Full Liner</td>
<td>$1,767</td>
</tr>
<tr>
<td>95-51542</td>
<td>Partial Remove and Replace; Full Liner</td>
<td>$281,246</td>
</tr>
<tr>
<td>95-51686</td>
<td>Spot Liner</td>
<td>$8,000</td>
</tr>
<tr>
<td>95-68257</td>
<td>Full Liner</td>
<td>$8,731</td>
</tr>
<tr>
<td>95-68699</td>
<td>Re-inspect Pipe Segment; Heavy Cleaning</td>
<td>$316</td>
</tr>
</tbody>
</table>
### Table 9: Sanitary Sewer Manhole Recommended Rehabilitation

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Recommended Rehabilitation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>71-61794</td>
<td>Minor Point Repair</td>
<td>$250</td>
</tr>
<tr>
<td>71-61796</td>
<td>Major Point Repair, Rebuild Bench</td>
<td>$1,250</td>
</tr>
<tr>
<td>71-61797</td>
<td>Rebuild Bench, Full Manhole Liner</td>
<td>$5,750</td>
</tr>
<tr>
<td>71-61798</td>
<td>Full Manhole Liner</td>
<td>$5,000</td>
</tr>
<tr>
<td>71-61817</td>
<td>Major Point Repair</td>
<td>$500</td>
</tr>
<tr>
<td>71-61827</td>
<td>Reset Frame, Full Manhole Liner</td>
<td>$6,650</td>
</tr>
<tr>
<td>71-62269</td>
<td>Rebuild Bench, Full Manhole Liner</td>
<td>$5,750</td>
</tr>
<tr>
<td>71-62271</td>
<td>Replace Chimney, Wall Liner</td>
<td>$4,000</td>
</tr>
<tr>
<td>71-62275</td>
<td>Replace Chimney, Wall Liner, Rebuild Bench</td>
<td>$5,200</td>
</tr>
<tr>
<td>71-62276</td>
<td>Full Manhole Liner</td>
<td>$5,000</td>
</tr>
<tr>
<td>71-62277</td>
<td>Major Point Repair</td>
<td>$500</td>
</tr>
<tr>
<td>71-62278</td>
<td>Major Point Repair, Reset Frame</td>
<td>$1,350</td>
</tr>
<tr>
<td>71-62279</td>
<td>Full Manhole Liner</td>
<td>$5,000</td>
</tr>
<tr>
<td>71-62280</td>
<td>Reset Frame, Full Manhole Liner</td>
<td>$6,650</td>
</tr>
<tr>
<td>71-62283</td>
<td>Major Point Repair, Chimney Liner, Rebuild Bench</td>
<td>$1,800</td>
</tr>
<tr>
<td>71-62670</td>
<td>Major Point Repair</td>
<td>$500</td>
</tr>
<tr>
<td>71-62671</td>
<td>Chimney Liner</td>
<td>$550</td>
</tr>
<tr>
<td>71-62672</td>
<td>Rebuild Bench, Full Manhole Liner</td>
<td>$5,750</td>
</tr>
</tbody>
</table>

Total Estimated Sanitary Manhole Rehabilitation Cost = $61,450
Table 10: Stormwater Manhole Recommended Rehabilitation

<table>
<thead>
<tr>
<th>Pipe ID</th>
<th>Recommended Rehabilitation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>92-50181</td>
<td>Root Treatment, Chimney Liner</td>
<td>$700</td>
</tr>
<tr>
<td>92-50186</td>
<td>Replace Chimney</td>
<td>$1,950</td>
</tr>
<tr>
<td>92-50199</td>
<td>Major Point Repairs</td>
<td>$1,000</td>
</tr>
<tr>
<td>92-50200</td>
<td>Minor Point Repair</td>
<td>$250</td>
</tr>
<tr>
<td>92-50211</td>
<td>Minor Point Repairs, Rebuild Bench</td>
<td>$1,500</td>
</tr>
<tr>
<td>92-50996</td>
<td>Replace Manhole</td>
<td>$10,150</td>
</tr>
<tr>
<td>92-51003</td>
<td>Monitor Closely</td>
<td>$0</td>
</tr>
<tr>
<td>92-51029</td>
<td>Minor Point Repair</td>
<td>$250</td>
</tr>
<tr>
<td>92-51030</td>
<td>Chimney Liner</td>
<td>$550</td>
</tr>
<tr>
<td>92-51034</td>
<td>Sewer Cleaning/Vactoring, Chimney Liner</td>
<td>$1,050</td>
</tr>
<tr>
<td>92-51035</td>
<td>Monitor Closely, Sewer Cleaning/Vactoring, Replace Frame</td>
<td>$2,200</td>
</tr>
<tr>
<td>92-51036</td>
<td>Root Treatment</td>
<td>$150</td>
</tr>
<tr>
<td>92-51039</td>
<td>Replace Frame, Cone Liner</td>
<td>$2,075</td>
</tr>
<tr>
<td>92-51040</td>
<td>Monitor Closely</td>
<td>$0</td>
</tr>
<tr>
<td>92-51062</td>
<td>Monitor Closely, Chimney Liner, Rebuild Bench</td>
<td>$1,300</td>
</tr>
<tr>
<td>92-51066</td>
<td>Sewer Cleaning/Vactoring, Replace Frame, Full Manhole Liner</td>
<td>$7,200</td>
</tr>
<tr>
<td>92-51068</td>
<td>Full Manhole Liner</td>
<td>$5,000</td>
</tr>
<tr>
<td>92-51069</td>
<td>Monitor Closely</td>
<td>$0</td>
</tr>
<tr>
<td>92-51074</td>
<td>Minor Point Repair</td>
<td>$250</td>
</tr>
<tr>
<td>92-63117</td>
<td>Sewer Cleaning/Vactoring</td>
<td>$500</td>
</tr>
<tr>
<td>92-63218</td>
<td>Major Point Repair</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td><strong>Total Estimated Stormwater Manhole Rehabilitation Cost =</strong></td>
<td><strong>$36,575</strong></td>
</tr>
</tbody>
</table>

Table 11: Total Estimated Project Cost

<table>
<thead>
<tr>
<th>Pittsfield Village Rehabilitation Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Pipeline Construction Cost</td>
<td>$983,375</td>
</tr>
<tr>
<td>Stormwater Pipeline Construction Cost</td>
<td>$946,077</td>
</tr>
<tr>
<td>Sanitary Manhole Construction Cost</td>
<td>$61,450</td>
</tr>
<tr>
<td>Stormwater Manhole Construction Cost</td>
<td>$36,575</td>
</tr>
<tr>
<td><strong>Total Estimated Construction Cost =</strong></td>
<td><strong>$2,027,477</strong></td>
</tr>
<tr>
<td>Engineering and Contingency (40%)</td>
<td>$810,991</td>
</tr>
<tr>
<td><strong>Total Estimated Project Cost =</strong></td>
<td><strong>$2,838,500</strong></td>
</tr>
</tbody>
</table>

Estimated project costs were developed based on bid tabulation data from 2019 and 2020. Given the market volatility due to the COVID-19 pandemic and recent inflationary increases, the City may wish to consider applying a larger contingency to the estimated construction costs for budgeting purposes.
**Recommendations**

1. Disconnect footing drains in the Pittsfield Village neighborhood.
   a. The water budget showed that a majority (approximately 80%) of the I&I flow from Pittsfield Village is attributable to connected footing drains. Disconnection of footing drains would reduce the risk for basement backups in this area in the future.

2. Repair the pipes with high-grade defects.
   a. 37 sanitary sewer pipes have rehabilitation recommended.
      i. The estimated construction cost for repairing the 37 pipes is $983,375.
   b. 44 stormwater pipes have rehabilitation recommended.
      i. The estimated construction cost for repairing the 44 pipes is $946,077.

3. Repair the manholes with high-grade defects.
   a. 18 sanitary manholes have rehabilitation recommended.
      i. The estimated construction cost for repairing the 18 manholes is $61,450.
   b. 21 stormwater manholes have rehabilitation recommended.
      i. The estimated construction cost for repairing the 21 manholes is $36,575.

4. Complete the necessary rehabilitation for the smoke sources.
   a. Uncapped cleanouts at 2265 Parkwood, 2345 Fernwood, and 2401 Pittsfield should be replaced by the resident.
   b. Completing the recommended rehabilitation for the pipes and manholes should resolve the smoking catch basin issues as the smoking catch basins are likely a result of cracks and holes in the sanitary sewer pipes and manhole structures that allow smoke (and water) to migrate from the sanitary sewer system through the ground and into the stormwater system. No direct connections from the catch basins to the sanitary sewer system were found during field investigation.
   c. Several smoke source locations require additional action by the City, as noted in Appendix A. Recommended actions include the following:
      i. City to replace manhole cover at 2272 Pittsfield with solid cover.
      ii. City to suggest to the resident at 2276 Parkwood that the private sanitary sewer (74-62087) be inspected to determine needed repairs.
      iii. City to inspect sanitary manhole 71-62272 to determine needed repairs.
Appendix A
Smoke Testing Results
Ann Arbor Smoke Testing
Smoke Sources

Sources: Data provided by ems and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to reflect the approximate spatial locations of the mapped features within the Community, and all use is strictly at the user’s own risk.

Conformance: NAD 1983 HCS 1992

Map Published: July 15, 2022

Smoking Source
- Storm Inlet
- Catch Basin
- Cleanout
- Manhole Frame Seal
- Vented Manhole Lid
- Ground
- Blower Setup
PHOTO #1 - CLEAN OUT WITH MISSING CAP IN FRONT OF 2265 PARKWOOD
Location was field verified. A manhole exists in front of 2272 Pittsfield, but does not appear in GIS. See photo at left.

City Action - GIS does not show san MH in front of 2272 Pittsfield. Closest MH (71-61803) located in front of 2278. Field verify. Replace with solid cover.

PHOTO #2 - SANITARY MANHOLE LOCATED AT 2272 PITTSFIELD Structure/Facility ID not shown in GIS
PHOTO #4 - SANITARY STRUCTURE IN FRONT OF 2304 PARKWOOD
Facility ID 71-61798
PHOTO #5 - STORM INLET LOCATED BEHIND 2304 PARKWOOD
Structure/Facility ID not shown in GIS
PHOTO #6 - SANITARY STRUCTURE LOCATED BEHIND 2304 PARKWOOD
Facility ID 71-61817
Private responsibility. Recommend private sanitary sewer (74-62087) be inspected to determine needed repairs.

PHOTO #7a - SIDEWALK IN FRONT OF 2276 PARKWOOD
Private responsibility. Recommend private sanitary sewer (74-62087) be inspected to determine needed repairs.

PHOTO #7b - SIDEWALK IN FRONT OF 2276 PARKWOOD
Private responsibility.

PHOTO #8 - CLEAN OUT WITHOUT CAP IN FRONT OF 2345 FERNWOOD
Private responsibility.

PHOTO #9 - CLEAN OUT FRONT OF 2401 PITTSFIELD
PHOTO #11 - SANITARY STRUCTURE LOCATED ON SCHOOL PROPERTY BEHIND 2445 RICHARD
Facility ID 71-62667
PHOTO #15 - SANITARY STRUCTURE
AT 2651 PITTSFIELD
Facility ID 71-62271
City MH 71-62272.

City to inspect MH condition. Make necessary repairs if necessary.
City MH 71-62272.
City to inspect MH condition. Make necessary repairs if necessary.
Appendix B

Sanitary and Stormwater Pipe and Manhole Defect Maps
Appendix C
Sanitary and Stormwater
Pipe and Manhole
Rehabilitation
Recommendation Maps
Pittsfield Village SSES
Sanitary Rehabilitation
Recommendations

Figure 1

Legend:
- Manholes Inspected
- Manhole Full Liner
- Manhole Rehab Recommended
- Manholes
- Sanitary Gravity Main Inspected
- Sanitary Gravity Main Remove and Replace
- Sanitary Gravity Main Full Liner
- Sanitary Gravity Main Rehab Recommended
- Sanitary Gravity Mains

Notes:
Data provided by The City of Ann Arbor, ESRI and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the community and all use is strictly at the user's own risk.


Map Published: May 23, 2023
Pittsfield Village SSES-
Stormwater Rehabilitation
Recommendations

Figure 2

- Manhole Inspected
- Manhole Replace
- Manhole Full Liner
- Manhole Rehab Recommended
- Stormwater Main Inspected
- Stormwater Main Remove and Replace
- Stormwater Main Full Liner
- Stormwater Main Rehab Recommended
- Stormwater Mains

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Map Published: May 23, 2023

Source: Data provided by The City of Ann Arbor, ESRI and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This information is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user’s own risk.

Legend:
- Manhole Inspected
- Manhole Replace
- Manhole Full Liner
- Manhole Rehab Recommended
- Stormwater Main Inspected
- Stormwater Main Remove and Replace
- Stormwater Main Full Liner
- Stormwater Main Rehab Recommended
- Stormwater Mains

Scale: 1" = 400'
Appendix D

PACP and MACP Defect Descriptions
### Description of NASSCO PACP Pipe Defects Identified in Pittsfield Village

<table>
<thead>
<tr>
<th>Defect Type</th>
<th>Grade</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broken Pipe</td>
<td>4</td>
<td>Broken Pipe refers to a pipe that has pieces noticeably displaced or moved from their original position.</td>
</tr>
<tr>
<td>Broken Soil Visible</td>
<td>5</td>
<td>This defect occurs when the soil surrounding the pipe is visible beyond the break in the pipe, but the soil surrounding the pipe is still in place.</td>
</tr>
<tr>
<td>Broken Void Visible</td>
<td>5</td>
<td>This defect occurs when a void or cavity in the soil is visible beyond the break in the pipe.</td>
</tr>
<tr>
<td>Crack Hinge</td>
<td>4</td>
<td>This defect occurs when more than one longitudinal crack occurs at the same footage at the 12, 3, 6, or 9 clock positions. Hinge cracks are recorded as CH2 for two cracks, CH3 for three cracks, and CH4 for four cracks.</td>
</tr>
<tr>
<td>Deformed</td>
<td>5</td>
<td>This defect occurs when the original cross-section or geometry of the pipe is noticeably changed. Deformation in rigid pipes is typically associated with the loss of structural integrity of the pipe.</td>
</tr>
<tr>
<td>Deposits Attached Encrustation (DAE)</td>
<td>4/5</td>
<td>Deposits Attached Encrustation are deposits left by the partial evaporation of infiltrating groundwater containing dissolved salts or minerals. Without periodic cleaning, DAE can build up over time resulting in the loss of some or all of the cross-sectional area of the pipe. This defect is classified as a Grade-4 defect when the DAE buildup blocks 20%-30% of the pipe’s cross-sectional area, and is classified as a Grade-5 defect when the DAE buildup blocks over 30% of the pipe’s cross-sectional area.</td>
</tr>
<tr>
<td>Deposits Settled Fine/Other</td>
<td>4/5</td>
<td>This defect occurs when there is deposited material with small particle size settled in the pipe or if the settled deposits are not classified by other codes. This defect is classified as a Grade-4 defect when the deposits buildup blocks 20%-30% of the pipe’s cross-sectional area, and is classified as a Grade-5 defect when the deposits buildup blocks over 30% of the pipe’s cross-sectional area.</td>
</tr>
<tr>
<td>Deposits Settled Gravel</td>
<td>4/5</td>
<td>This defect occurs when there is deposited material with large particle size settled in the pipe. This defect is classified as a Grade-4 defect when the deposits buildup blocks 20%-30% of the pipe’s cross-sectional area, and is classified as a Grade-5 defect when the deposits buildup blocks over 30% of the pipe’s cross-sectional area.</td>
</tr>
<tr>
<td>Fracture Hinge</td>
<td>4</td>
<td>This defect occurs when more than one longitudinal fracture occurs at the same footage at the 12, 3, 6, or 9 clock positions. Hinge fractures are recorded as FH2 for two fractures, FH3 for three fractures, and FH4 for four fractures.</td>
</tr>
<tr>
<td>Fracture Multiple</td>
<td>4</td>
<td>A Fracture Multiple defect occurs when a combination of longitudinal and circumferential fractures intersect. A fracture is a break line that has become visibly open and a gap can be seen.</td>
</tr>
<tr>
<td>Hole</td>
<td>4</td>
<td>This defect occurs when the pipe material is missing due to severe breaks or fractures in the pipe wall.</td>
</tr>
<tr>
<td>Hole Soil Visible</td>
<td>5</td>
<td>This defect occurs when the soil surrounding the pipe is visible beyond the hole in the pipe, but the soil surrounding the pipe is still in place.</td>
</tr>
<tr>
<td>Defect Description</td>
<td>Grade</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Hole Void Visible</td>
<td>5</td>
<td>This defect occurs when a void or cavity in the soil is visible beyond the hole in the pipe.</td>
</tr>
<tr>
<td>Infiltration Runner</td>
<td>4</td>
<td>An Infiltration Runner occurs when a steady stream of water enters through the body or wall of the pipe.</td>
</tr>
<tr>
<td>Joint Offset Large</td>
<td>4</td>
<td>This defect occurs when the pipe joint is offset greater than or equal to 1.5 pipe wall thickness.</td>
</tr>
<tr>
<td>Line Left</td>
<td>4</td>
<td>This defect occurs when the pipe deviates left more than 20%.</td>
</tr>
<tr>
<td>Line Right</td>
<td>4</td>
<td>This defect occurs when the pipe deviates right more than 20%.</td>
</tr>
<tr>
<td>Miscellaneous Camera Underwater (MCU)</td>
<td>4</td>
<td>This code describes the occurrence of when the CCTV camera goes underwater. This often occurs due to debris, rocks, or sediment buildup in the pipe.</td>
</tr>
<tr>
<td>Miscellaneous Water Level Sag</td>
<td>4/5</td>
<td>This defect occurs when there is a sag, dip, or low spot in the pipe allowing water to be trapped by a reverse grade downstream. This defect is classified as a Grade-4 defect when the pipe sags 50%-75%, and is classified as a Grade-5 defect when the pipe sags over 75%.</td>
</tr>
<tr>
<td>Point Repair Patch Defective</td>
<td>4</td>
<td>This defect occurs when a patch that was installed to repair a hole or other defect is defective.</td>
</tr>
<tr>
<td>Root Ball at the Barrel</td>
<td>4</td>
<td>This defect occurs when a large mass of roots (&gt;50%) enters the pipe along the wall of the pipe.</td>
</tr>
<tr>
<td>Surface Damage Missing Wall</td>
<td>5</td>
<td>This defect occurs when severe surface damage has let to a portion of the pipe material being completely missing due to corrosion or erosion over time.</td>
</tr>
<tr>
<td>Tap Break-In Intruding</td>
<td>4/5</td>
<td>This defect occurs when the break-in tap or a portion of it intrudes into the sewer main. This defect is classified as a Grade-4 defect when the length of the intruding tap is equal to 20%-30% of the pipe’s diameter, and is classified as a Grade-5 defect when the length of the intruding tap is over 30% of the pipe’s diameter.</td>
</tr>
</tbody>
</table>
### Description of NASSCO MACP Manhole Defects Identified in Pittsfield Village

<table>
<thead>
<tr>
<th>Defect Type</th>
<th>Grade</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bench Collapse</td>
<td>5</td>
<td>This defect occurs when the bench has collapsed.</td>
</tr>
<tr>
<td>Channel Collapse</td>
<td>5</td>
<td>This defect occurs when the pipe channel has collapsed.</td>
</tr>
<tr>
<td>Cracked Frame</td>
<td>4</td>
<td>This defect occurs when the frame is cracked but still in one piece.</td>
</tr>
<tr>
<td>Deposits Attached Ragging (DAR)</td>
<td>4</td>
<td>This defect occurs when deposits such as paper debris and other refuse snag on defects such as roots or broken pipe.</td>
</tr>
<tr>
<td>Fracture Multiple</td>
<td>4</td>
<td>A Fracture Multiple defect occurs when a combination of longitudinal and circumferential fractures intersect. A fracture is a break line that has become visibly open and a gap can be seen.</td>
</tr>
<tr>
<td>Hole Soil Visible</td>
<td>5</td>
<td>This defect occurs when soil surrounding the manhole structure is visible beyond the hole in the structure.</td>
</tr>
<tr>
<td>Infiltration Runner</td>
<td>4</td>
<td>An Infiltration Runner occurs when a steady stream of water enters into the manhole structure.</td>
</tr>
<tr>
<td>Joint Separated Medium</td>
<td>4</td>
<td>This defect occurs when the pipe joint is separated greater than 1 pipe wall thickness.</td>
</tr>
<tr>
<td>Missing Brickwork</td>
<td>4</td>
<td>This defect occurs when one or more bricks are missing from the manhole structure.</td>
</tr>
<tr>
<td>Missing Mortar Large</td>
<td>4</td>
<td>This defect occurs when the mortar between the brickwork has receded over two inches.</td>
</tr>
<tr>
<td>Surface Damage Aggregate Missing</td>
<td>4</td>
<td>This defect occurs when severe surface damage causes some of the aggregate in the manhole wall to fall out creating small pits in the manhole wall.</td>
</tr>
<tr>
<td>Surface Damage Reinforcement Visible</td>
<td>5</td>
<td>This defect occurs when surface damage in reinforced concrete structures causes sufficient concrete to be missing exposing the reinforcement within the manhole wall. This defect is often associated with H₂S (hydrogen sulfide) damage.</td>
</tr>
<tr>
<td>Surface Damage Reinforcement Projecting</td>
<td>5</td>
<td>This defect occurs when severe surface damage in reinforced concrete structures causes significant corrosion that leaves reinforcement projecting out from the manhole wall.</td>
</tr>
</tbody>
</table>
memorandum

Date: January 20, 2023

To: Troy Baughman, City of Ann Arbor
cc: Robert Czachorski, OHM Advisors
From: Mackenzie Johnson, OHM Advisors

Re: Pittsfield Village Curb Drain Study

Project Background
A large rain event occurred on the evening of June 25, 2021 into the early morning hours of June 26, 2021 resulting in numerous reports of flooding and basement backups in Washtenaw and Wayne Counties including portions of the City of Ann Arbor. The Pittsfield Village neighborhood and surrounding streets were the most impacted areas within the City of Ann Arbor.

In response to the flooding and basement backups, the City of Ann Arbor requested OHM Advisors to perform a sanitary sewer analysis to better understand the cause of the basement backups in this area and to provide recommendations on system improvements that would minimize the potential for similar occurrences in the future. One of the recommendations from that analysis was to encourage residents to disconnect their footing drains from the sanitary sewer system to reduce the amount of inflow into the sanitary sewer system during wet weather events. This would reduce the risk for future sanitary sewer surcharges and basement backups.

As a part of a footing drain disconnection, a sump pump would be installed to collect the water from the footing drain and discharge it away from the building foundation. The City of Ann Arbor requested OHM Advisors to perform a curb drain study to identify locations where curb drains can be extended to properties to facilitate sump pump discharge connections. This will allow for the water from the sump pump to be discharged directly to the stormwater system instead of the ground surface. This technical memorandum details the process used to develop the proposed curb drain layout and provides a recommended layout for the proposed curb drains.

Data Analysis
The City of Ann Arbor’s GIS database was used to review the City’s existing public stormwater system layout within the Pittsfield Village neighborhood. Based on the existing system layout, properties without a curb drain directly adjacent to the property were identified and are shown in Figure 1 of Appendix A. Properties that currently have sump pumps are indicated on the figure in Appendix A as well. Out of the 422 residences within the Pittsfield Village neighborhood, 86 residences currently have sump pumps.

Proposed Curb Drain Layout and Sizing
The basis for development of the proposed curb drain layout included three factors:

1. The proposed curb drain layout allows for each Pittsfield Village property without an adjacent stormwater pipe to have direct access to a stormwater curb drain for sump pump discharge connections. Curb drains are not being proposed where a stormwater pipe exists along the same side of the street.
2. The proposed curb drain layout minimizes the lengths of curb drain needed.
3. The proposed curb drain layout considers ground elevations for gravity flow conveyance to existing stormwater infrastructure.
The proposed curb drain layout is shown in Figure 1 of Appendix B. The proposed curb drain layout provides each Pittsfield Village property with direct access to a curb drain if the property does not already have access to an existing stormwater pipe on the same side of the street. It was assumed that the Pittsfield Village Condominium Association will extend private curb drains to the properties that are not located directly adjacent to the street. These properties are circled in Figure 1 of Appendix B.

In order to size the curb drains, the amount of flow to be discharged to each stretch of curb drain was estimated based on the number of properties tributary to each curb drain. Typically, it can be assumed that each property would discharge approximately 5 gpm from the sump pump to the curb drain since footing drains can be estimated to contribute 3-5 gpm during wet weather events. However, it was discovered that the Pittsfield Village neighborhood may contribute more inflow and infiltration into the sanitary sewer system than expected during wet weather events as detailed in the June 25-26, 2021 Storm Event Analysis report completed in April 2022. That report states the following:

“The typical flow per connected footing drain is 1 gallon per minute (gpm) per 1-inch of rain. Considering that the June rain event produced approximately 5 inches of rain, it would be expected that each connected footing drain would normally contribute about 5 gpm to the sanitary sewer system. However, an additional flow equal to approximately 15 gpm per connected footing drain had to be added to this area in the model to produce similar results to what were witnessed…”

The analysis completed as a part of that study suggests that the Pittsfield Village neighborhood may contribute flow equivalent to an additional 15 gpm per connected footing drain during wet weather events. It should be noted that it is not expected that all of this flow is contributed directly from connected footing drains, but rather a portion of this flow likely comes from infiltration through pipe and manhole defects as well as from surface water flooding entering the sanitary sewer system via manhole pickholes or other routes. However, to be conservative for curb drain sizing purposes, it can be estimated that each property will contribute up to 15 gpm of flow to the curb drain during large wet weather events.

Based on the proposed curb drain layout, the longest stretches of proposed curb drain will collect flow from 18 properties. Thus, the highest amount of flow to be conveyed by a single stretch of curb drain is estimated to be about 270 gpm, or 0.602 cfs. A 6-inch curb drain with a minimum slope of 0.4% can convey a maximum flow of 0.355 cfs and an 8-inch curb drain with a minimum slope of 0.4% can convey a maximum flow of 0.764 cfs, so a combination of 6-inch and 8-inch curb drains can be used. Based on the estimated peak flow to be contributed by each property, 6-inch curb drains are recommended to be installed along stretches with fewer than 11 tributary properties, and 8-inch curb drains are recommended to be installed along stretches with 11 or more tributary properties at slopes no less than 0.4%. The estimated total length of 6-inch curb drains needed is approximately 5,813 linear feet. The estimated total length of 8-inch curb drains needed is approximately 5,356 linear feet.

Connected footing drains typically account for a significant portion of inflow into the sanitary sewer system, and removing a majority of this flow would reduce the risk for sanitary sewer surcharges and basement backups in the future. The extension of stormwater curb drains within Pittsfield Village will facilitate footing drain disconnections and subsequent sump pump discharge connections, thus further reducing the risk for basement backups during future wet weather events.
Appendix A

Existing Conditions
City records show all 4 units have a sump pump

Existing 6" curb drain
Appendix B
Proposed Curb Drain Layout
Assumed Pittsfield Village will extend private curb drains to buildings not adjacent to streets

This curb drain is already existing.

City records show all 4 units have a sump pump.

Legend
- Storm Manhole
- Storm Catch Basin
- Pittsfield Village Parcel
- Parcel with Sump Pump
- Existing Storm Sewer
- Existing Curb Drain
- Proposed 6" Curb Drain
- Proposed 8" Curb Drain

Proposed Curb Drain Layout
Pittsfield Village - City of Ann Arbor

Source: Data provided by City of Ann Arbor, Washtenaw County, OHM Advisors, and ESRI. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet

Map Published: November 5, 2022

1 inch = 292 feet
ATTACHMENT B
LEGAL STATUS OF OFFEROR

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

The Respondent is:

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

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

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

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

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

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

________________________________________ __________________________
Date: ________, Signature

(Print) Name ______________________________ Title __________________________

Firm: ___________________________________________________________________

Address: __________________________________________________________________

Contact Phone __________________ Fax _____________________

Email ____________________________
ATTACHMENT 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
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 $15.90/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 $17.73/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. 3/7/23
ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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>(   ) Interest in vendor’s company</td>
</tr>
<tr>
<td>(   ) Other (please describe in box below)</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>
</table>

<table>
<thead>
<tr>
<th>Signature of Vendor Authorized Representative</th>
<th>Date</th>
<th>Printed Name of Vendor Authorized Representative</th>
</tr>
</thead>
</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.
ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024

$15.90 per hour
If the employer provides health care benefits*

$17.73 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

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APPENDIX A - SAMPLE CONTRACT

PROFESSIONAL SERVICES
AGREEMENT BETWEEN
[TBD]
AND THE CITY OF ANN ARBOR FOR
[TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] [TBD], [TBD] [TBD] [TBD] [TBD] [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means [TBD].

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

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. DURATION

A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.
D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

A. 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 is 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.

B. 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.

5. COMPENSATION OF CONTRACTOR

A. The total amount of compensation paid to Contractor under this Agreement shall not exceed $0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.

B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.

C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.

D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

A. 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 required by this Agreement, as will protect itself and the City from all claims for bodily injury, 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 Contractor, Contractor's subcontractor, or anyone employed by Contractor
or Contractor’s subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. 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 subcontractors.

B. All insurance providers 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 and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney’s fees, resulting or alleged to result, from an act or omission by Contractor or Contractor’s employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

D. Contractor is required to have the following minimum insurance coverage:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - $1,000,000.

2. 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.

   $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

3. Worker’s Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

   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

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. 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.

E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

F. 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, 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.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor’s applicants for employment and employees are treated in a manner which provides equal employment opportunity.

B. Living Wage. If Contractor is a “covered employer” as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

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

B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.

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

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

E. 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. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

G. The person signing this Agreement on behalf of Contractor represents and warrants that they have 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.

H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

A. The City shall give Contractor access to City properties and project areas as required to perform the Services.

B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.
10. ASSIGNMENT

A. 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.

B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including 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 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 through the City budget process. If funds 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 before the termination date.

D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor’s obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 other agreement between the parties, or otherwise.

C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 affect the waiving party’s right to require strict performance of this Agreement.

13. 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 Contractor:

[TBD]  
ATTN: [TBD]  
[TBD]  
[TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor  
ATTN: [TBD]  
301 E. Huron St.  
Ann Arbor, Michigan 48104  

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

14. 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.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by 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 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 Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. 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 and to obtain the City’s consent therefor. The City’s prospective consent to 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, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of 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.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and 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 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 terms or conditions. 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 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.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]
[TBD]

CITY OF ANN ARBOR

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

By: ____________________________
Name: Milton Dohoney Jr.
Title: City Administrator
Date: __________________________

Approved as to substance:

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Approved as to form:

By: ____________________________
Name: Atleen Kaur
Title: City Attorney
Date: __________________________
EXHIBIT A

Scope of Services
EXHIBIT B
Compensation