

# **REQUEST FOR PROPOSAL**

**RFP # 25-41**

## **High-Level Sewer Capacity Improvement Project Construction Engineering Services**

City of Ann Arbor  
Public Services / Engineering



**Due Date: October 28, 2025, by 11:00 a.m. (local time)**

Issued By:

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

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is seeking the services of a firm to provide professional construction engineering (CE), construction surveying, and inspection services for the High-Level Sewer Capacity Improvement Project. The project consists of approximately 1,600 feet of 36" microtunneled sanitary sewer in downtown Ann Arbor. The CE team will assist the City to administer the construction contract and manage the schedule. Services include, but are not limited to:

- Daily, onsite inspection services using the City's construction management software, Appia;
- RFI and shop drawing submittal review;
- Permit coordination;
- Public engagement coordination;
- Material testing management;
- Overseeing settlement and vibration monitoring;
- Overseeing geotechnical, dewatering, and contamination monitoring;
- Daily communication with City staff.

The City is seeking these services for the construction phase of the project, which is expected to be from December 2025 through approximately October 2026. The Public Services Area Administrator will oversee the direction and quality of work of the consultant.

### **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 October 17, 2025 at 5:00 p.m.,** and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Tracy Anderson, P.E., Project Manager – [Tanderson@a2gov.org](mailto:Tanderson@a2gov.org)

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

Should any prospective 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](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the

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

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

A pre-proposal meeting will be held:

WHEN: October 8, 2025 at 1:00 p.m.

WHERE: City Hall Building, Basement Conference Room A, 301 East Huron Street, Ann Arbor, Michigan 48104 and via Microsoft Teams

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 25-41. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

Contact the project manager, Tracy Anderson, at [TAnderson@a2gov.org](mailto:TAnderson@a2gov.org) by 5:00 p.m. on October 7 to receive the meeting link.

### **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 November 3, 2025**. 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, October 28, 2025 at 11:00 a.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**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- **one (1) copy of the fee proposal**

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

Proposals submitted should be clearly marked: **“RFP No.25-41 – High-Level Sewer Capacity Improvement Project Construction Engineering Services”** 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 D - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment E - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment F - 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 D, E and F) 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 D 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 protests must be in writing and filed with the Purchasing Agent within 5 business days of any notices of intent, including, but not exclusively, divisions on pre-

qualification of bidders, shortlisting of bidders, or a notice of intent to award a contract. Only bidders who responded to the solicitation may file a bid protest. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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

## **O. SCHEDULE**

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

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	October 17, 2025, 5:00 p.m.
Addenda Published (if needed)	Week of October 20, 2025
Proposal Due Date	October 28, 11:00 a.m. (Local Time)
Tentative Interviews (if needed)	Week of November 3, 2025
Selection/Negotiations	November 2025
Expected City Council Authorizations	December 2025

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

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

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

## **Q. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.

4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **R. ENVIRONMENTAL COMMITMENT**

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

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

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

### **1. Background**

The City of Ann Arbor is currently requesting proposals for the construction of the High-Level Trunkline Capacity Improvements Project which consists of installing 1,600 feet of 36-inch sanitary sewer from Washington Street between Third Street and S. First Street to the intersection of N. First Street and Miller Avenue. Due to depths exceeding 30 feet, the proposed sanitary sewer is planned to be installed using a microtunneling trenchless construction methodology.

The purpose of the project is to alleviate existing flow in the high-level trunkline in First Street and allocate capacity to the University of Michigan's new Student Housing Complex that is currently being constructed south of the project. The sewer must be active when the Student Housing Complex is open for occupancy in August 2026.

Several large shafts will be constructed to launch and receive the closed-face microtunnel boring machine (MTBM). Some storm sewer, water main, and local sanitary sewer work is required to reroute the utilities out of the influence of the shafts. After the microtunneling, the shafts will be backfilled and paved.

Sewer installation involves extensive sanitary sewer bypass pumping. A detailed bypass pumping plan and operation schedule will be submitted by the contractor and must be monitored and followed.

Dewatering is anticipated for the shafts. A Due Care Compliance Plan was developed for soil and groundwater testing of potential contamination and treatment protocol.

Geotechnical instrumentation and monitoring is included in the plan for the contractor to measure ground movements, vibrations, and groundwater levels in the vicinity of trenchless installations and related work.

Plans, specifications and other bidding documents for the construction contract can be found here: <https://www.a2gov.org/finance-and-administrative-services/purchasing/request-for-proposals/>

### **2. Objective**

The City of Ann Arbor is requesting proposals from professional civil engineering firms able to provide construction engineering, surveying, and inspection services as required by the City of Ann Arbor for the High-Level Trunkline Capacity Improvements Project.

The anticipated schedule for this project is December 2025 to October 2026, with a milestone date for the proposed sewer to be active on August 22, 2026. **Meeting the schedule is crucial.** The selected firm shall be experienced in microtunneling construction and be able to assist the City to manage construction and schedule.

Regular public engagement is required during construction. Website updates, email broadcasts, mailed letters, hand delivered notifications, and spoken communication shall be anticipated.

Full-time and overtime onsite inspection is required throughout construction. It should be anticipated that there may be days that will require multiple inspectors working simultaneously.

### 3. Requirements

A: Ability to work effectively with the City Project Manager, City staff, the public, public agencies, and the Contractor.

B: Proficiency with City-required Project Management software, Appia.

C: The ability to function in a support role to the Project Manager. The consultant's services will be utilized for the civil engineering activities that exceed the staffing level or the expertise of the Engineering Unit.

D: This project is partially funded by the University of Michigan. Pay item tracking shall follow the agreed upon Cost Sharing agreement between the Regents of the University of Michigan and the City of Ann Arbor. This Agreement will be provided upon execution.

E: Experience and working knowledge of construction inspection and engineering relative to microtunneling in an urban environment, bypass pumping, dewatering, contamination testing, material testing, water main, sanitary sewer, storm sewer, road, and sidewalk construction.

F: Working knowledge of City of Ann Arbor Public Services Department Standard Specifications.

G: The selected consultant will provide monthly invoices within two (2) weeks from the end of the billing period.

### 4. Tasks

#### A. Construction Engineering

Construction Engineering services shall be provided to assist the City Project Manager with construction engineering tasks. City Project Manager will set up the project in Appia™, prepare monthly pay applications, and all change orders.

Activities associated with this task will be dedicated to assisting the City with technical construction expertise and project management for the duration of the Project. Tasks include, but are not limited to:

- a) Review construction plans and specifications to fully understand the project;
- b) Utilize City provided SharePoint filing system;
- c) Facilitate the following meetings, prepare and distribute minutes meetings to all attendees:
  - Preconstruction meeting,
  - weekly progress meetings, and
  - Any necessary coordination meetings with the City and contractor;
- d) Review, approve, and distribute shop drawings in a timely manner;
- e) Answer contractor requests for information (RFIs);
- f) Manage and coordinate material testing (City contracted), dewatering discharge, and contamination testing;
- g) Provide environmental consulting services as needed to address contamination concerns;
- h) Prepare regular website updates and email broadcasts for general public. Project website is: <https://engage.a2gov.org/sewer-trunkline>;
- i) Email weekly progress updates to City and University of Michigan staff;
- j) Create, manage, and deliver construction notifications to the adjacent business and property owners prior to construction and as needed during construction;
- k) Plan and hold at least one educational event showcasing the uniqueness of the project for the public, partner with the University of Michigan and the City of Ann Arbor;
- l) Review contractor's claims for extra work, compensation, and time;
- m) Review City prepared project change orders;
- n) Provide engineering input and recommendations for project modifications. Prepare engineering plans and specifications as needed for each modification;
- o) Provide technical support when work must deviate from plans;
- p) Confirm Contractor's compliance with the City of Ann Arbor's Prevailing Wage and Certified Payroll Policy including conducting wage rate interviews,



reviewing certified payroll against City provided wage determinations, and sending delinquent and deficient notice(s).

- q) Monitor project progress to ensure schedule is met;
- r) Monitor and document work to ensure all requirements for the following permits are met:
  - EGLE Part 41
  - EGLE Part 327 Groundwater Use
  - Washtenaw County Water Resources Commission (WCWRC) Drain Use
  - MDOT Right-of-Way – For Huron Street crossing
  - Ann Arbor Railroad
  - City of Ann Arbor:
    - Lane Closure
    - No Parking Sign
    - Right-of-way
    - SESC
    - Dewatering;
- s) Complete and submit City provided Ramp Sheets for all new sidewalk ramps; and
- t) Complete and submit; utility record sheets, including Gate Valve (new and abandoned), Fire Hydrant (new and abandoned), and Sanitary Lead Tap Record Sheets.

## B. Construction Surveying

Provide survey layout and staking as requested by the Contractor for their use to construct the local utilities and surface restoration per plans and specifications. Tasks include but are not limited to:

- a) Provide a staking request form for Contractor's use;
- b) Verify horizontal and vertical control, and establish project control as necessary for construction surveying;
- c) Stake/layout the following per the project plans, within 3 business days from receiving the staking request form:
  - Pavement removal limits
  - Local sanitary sewer
  - Water main and fittings
  - Storm sewer and structures,
  - Curb and gutter locations and grades; and

- d) Create and distribute cut sheets; and
- e) Relay any design discrepancies with the City Project Manager.

### C. Inspection

Full-time inspection services shall be provided for the duration of construction. Sufficient personnel as agreed upon by the City and as provided in this RFP shall be assigned to the construction project to ensure that each element of the project is constructed in accordance with the plans and specifications.

The project's assigned inspectors shall have ample experience and working knowledge of construction inspection, practices, shaft installation, microtunneling, dewatering, contamination testing procedures, bypass pumping and City of Ann Arbor standards.

The Consultant shall furnish its inspectors with equipment and materials as necessary to properly perform their work. Equipment required for testing City water main, such as sample bottles, will be provided by the City. The consultant shall request materials in advance and pick them up from the Water Treatment Plant.

Activities associated with this task will be dedicated to verifying that all materials provided and work performed are in conformance with the project plans and specifications. Tasks include, but are not limited to:

- a) Thoroughly review the plans, specifications, approved shop drawings, and other project related documents prior to construction start up and **maintain a copy of each onsite at all times**;
- b) Utilize City provided SharePoint filing system;
- c) Attend preconstruction meeting, funding source meeting, weekly progress meetings, and City-provided Appia inspector training, as requested;
- d) Communicate daily with the:
  - City Project Manager to relay project progress, City coordination needs, and any problems or deviations from plans;
  - Contractor to ensure work is constructed per approved plans and specifications, on schedule and to coordinate inspection needs.
  - Material testing personnel to schedule proper tests for compaction, asphalt, and concrete as needed.
- e) Coordinate with the City, Recycle Ann Arbor, and Water Management to maintain trash and recycling collection throughout construction.

- f) Coordinate, monitor, and record use of Contractor's laydown area;
- g) Monitor and record microtunneling procedures per plans and specifications;
- h) Observe and record daily tunnel operations and review daily tunnel construction form;
- i) Observe and record returns from slurry plant to confirm the ground conditions are as expected as stated in the Geotechnical Baseline Report.;
- j) Monitor and document daily that the following are performed by the Contractor per plans, specifications, and permits:
  - Dewatering,
  - Contamination testing,
  - Vibration and settlement monitoring, and
  - Bypass pumping;
- k) Contact Public Works, Water Resource Recovery Facility, and Water Treatment Plant as needed for utility coordination and/or repair needs.
- l) Inspect materials to be used in the work, verifying they meet the project specifications and approved shop drawings. Suspend any work and/or reject any materials not conforming to the contract requirements;
- m) Monitor, document, and notify responsible party(s) of potentially hazardous site conditions relating to construction crew members, motorists, and pedestrians, which need to be corrected;
- n) Use Appia™ to create and track IDRs, punch lists, time limits, and materials as required by the Project Manager. The City will provide a license to each inspector;
- o) Create IDRs following the City of Ann Arbor Guidelines for IDR Content provided in Attachment A;
- p) Take photos of construction work. Label and attach them to the IDRs;
- q) Post daily pay item quantities based on funding sources (University of Michigan or City of Ann Arbor);
- r) Check approved cut sheets against survey stakes in the field;
- s) Inspect and document the contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the plans and specifications; note and inform the City Project Manager of any deviations;

- t) Inspect temporary traffic control devices and the maintenance of traffic throughout the construction influence area daily;
- u) Provide certified storm water operators and conduct inspection of all soil erosion and sedimentation control devices weekly and after rain events for proper maintenance and effectiveness as placed;
- v) Prepare and deliver water main shut down notifications to affected customers at least 48 hours prior to shut down.
- w) Inspect and manage testing on City owned utilities per City standards including, but not limited to:
  - Water main: pressure testing, disinfecting, flushing, bacteria testing, and delivery of samples to City of Ann Arbor Water Treatment Plant laboratory with proper Chain of Custody form;
  - Sanitary sewer: air or infiltration/exfiltration testing, cleaning and CCTV;
  - Storm sewer: cleaning and CCTV;
- x) Accompany contractor to Wheeler Center, 4150 Platt Rd, Ann Arbor, MI 48108, for the delivery of utility materials to be returned to the City such as old manhole castings;
- y) Develop and maintain the project punch list;
- z) Keep all needed force account documentation, as required; and
- aa) Document field mark-ups of the changes to the construction plans in City provided Bluebeam™ session, to be used to prepare as-built drawings.

#### D. As-Built Construction Plans

As-built record drawings for utilities, road, sidewalks, bike paths, walls, and conduit shall be recorded and submitted. Consultants shall follow the City of Ann Arbor Public Services Construction Mark Up Procedure, including completing all applicable As-Built Markup Checklists, all of which are provided in Attachment B.

The specific tasks associated with the development of the as-built record drawings include, but are not limited:

- a) Markups shall be completed electronically with red text in a City provided Bluebeam™ session;
- b) GPS point clouds are acceptable for GIS utility location and elevation; however, standard as-built markups are still required;

- c) Submit marked up plans, drawings, and notes to the City for review. Submit this information within thirty (30) days after the utility is put into service.
- d) The assigned project inspector shall attend as-built drawing review meetings in person at City Hall, make any identified changes to as-built markups, and attend up to one more subsequent review meetings (virtual or in-person) until the as-builts are considered complete;
- e) The consultant shall develop the as-built drawings for review and approval by the City. Provide electronic drawing files to the City on a flash drive or other approved media conforming to the City's Standard Specifications and the Public Services Area/Engineering AutoCAD drafting standards. Provide these files within two (2) months from project completion unless otherwise agreed to by the City.

The assigned inspector shall develop as-built markups as the project progresses and not delay the markups until construction is complete. As-built markups and plans shall be paid for on an hourly basis based on the hourly rate provided in this RFP.

### **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 – 10 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 – 40 points**

The written proposal must include a list of specific experiences in the project area, especially with microtunneling and utility projects in the City of Ann Arbor, 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 – 30 points**

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include but not be limited to: how the project will be managed and scheduled; how and when data and materials will be delivered to the City; communication and coordination with the contractor, City staff, local businesses/residents, and the public; 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 should 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. Subconsultants, if any, shall also have key staff and hours provided. 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. Hourly rates shall remain fixed for the duration of the contract.

**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 may 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 after interviews.

The City may negotiate the final scope of services to be provided by the Consultant for this project, which may be additions, subtractions, or clarifications of services described in this RFP,

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](http://www.mitn.info) and/or the City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

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



## **SECTION IV - ATTACHMENTS**

Attachment A – City of Ann Arbor Guideline for IDR Content

Attachment B – City of Ann Arbor Public Services Construction Mark Up Procedure

Attachment C - Legal Status of Offeror

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

## **ATTACHMENT A**

### **CITY OF ANN ARBOR GUIDELINES FOR IDR CONTENT Capital Improvement Projects January 2017**

Prior to the start of a new project, the project manager and the inspector(s) should meet and review these guidelines and how they specifically apply to the project at hand. This conversation should also include the procedural steps for submitting and generating/ungenerating IDRs, and the review of IDRs.

Minimum information for all IDRs:

- 1) Date
- 2) Project Name and File Number
- 3) Project Limits (as necessary)
- 4) Inspector(s) Name and time spent on the project site(s) that day.
- 5) Weather conditions throughout the day; temperature range (High and Low), especially if freezing conditions exist. Note any occurrences of precipitation during the work day.
- 6) A timeline of activities throughout the day, which would include such items as: time contractor arrived; start and end times of any work activities and/or delays/downtime; and time the contractor left the site.
- 7) Number of pieces of equipment (and specific description) on-site, either stored and/or being used (e.g. Komatsu PC 400 excavator; Case 580 Extend-a-hoe excavator, etc.) for all Contractors on-site. (Note: utilize the "equipment hours" field in Field Manager to keep track of active and inactive equipment.)
- 8) Specific number of personnel on-site and their labor description for all Contractors on-site (i.e. laborers, foremen, operators, etc.).
- 9) Specific location(s) where work was performed, for example: "placed 2NS sand subbase from Rd. Sta. 16+40 to 20+00 (Lt.)"
- 10) Description of material acceptance testing performed. Provide name of representative(s), company that employs them, and the time they arrived and left the site.

In addition to the basic information above, the following detailed information must also be included, depending on the specific work activities occurring:

1. Descriptions of each pay item that is documented for payment including item number, quantity accepted and posted, detailed limits of payment, and material documentation (signed delivery tickets, etc.) used in completing the work.
2. Legible, dimensioned sketches detailing the work being paid that is not clearly shown on the plan.
3. Description of work performed and its limits including:
  - description of soil conditions encountered during the work;
  - description of groundwater conditions, if any;
  - description of the condition of traffic control devices in place and their suitability for service;
  - special safety precautions utilized by the contractor;
  - description of SESC measures in-place or utilized by the contractor;
  - discussion of unsafe working conditions created by the contractor; discussion of unsafe working practices utilized by the contractor;
  - documentation of direction provided to the contractor;

- documentation of direction received from the Project Engineer and/or the CES Supervisor;
  - documentation of work performed or direction provided to outside agencies such as city forces, private utility companies, or contractor(s) employed by other agencies;
  - documentation of work (or work practices) being performed by the contractor that is contrary to the specifications;
  - documentation of damage to existing site features caused by contractor forces; include statement(s) regarding city participation, or lack thereof, in repairs, e.g. damage to trees/tree roots, mailboxes, existing curb and gutter, drive approaches, private utilities (gas, fiber, etc.), or private utility service leads, etc.;
  - description/documentation of any unusual site occurrences.
4. Description of information provided, or statements made, by the Contractor that indicate additional payment or time extensions may be sought at a later date. Include any specific responses of which you are aware that were provided to the Contractor in relation to these statements.
  5. Description of delays encountered while performing the work or delays or difficulties regarding material deliveries.
  6. Description of any unique or noteworthy event that may have occurred on or near the project. For example, a traffic accident that may have occurred within the traffic control of the project; vehicular damage (if you're aware that it occurred); or any other similar occurrence.
  7. Individuals that visited the site including their name and role on, or relating to, the project, and a thorough documentation of any interaction with those individuals, including the public.
  8. Description of deviations in the proposed work from the approved plans. Also include the name of the person that authorized the deviation.
  9. Document that work was performed in accordance with specifications and details (e.g. for storm sewer, note trench width at pipe, trench bedding depth with proper materials, backfilled with proper material in proper lifts; density checked per specs)
  10. Document materials such that all material delivered to the site is from the approved source and is accounted for – if placed, approximately how much; if remaining stockpiled, estimate amount. Materials and quantities reported should reflect daily tickets.

Procedure for submitting & reviewing IDRs:

1. IDRs should be completed by the inspector daily (ideally), or at a minimum every 2 days.
2. When submitted, the IDRs should show up as “generated” in Field Manager.
3. Project Managers (PMs) will review IDRs at a minimum interval of twice a week, depending on the schedule worked out between the PM and the inspector.
4. If there are changes to be made, the PMs will review them with the CES.
5. Changes made to an IDR need to be noted in the comment section with a description of the change, the individual making the change, and the date of change made.
6. The CES Supervisor will review disputed changes with the inspector and the PM. This review will be performed in a timely manner so that the material is still fresh in everyone's memory, and is not holding up payments to the contractor.
7. The CES Supervisor will review a sampling of IDRs each week to make sure these guidelines are being followed.



**CITY OF ANN ARBOR  
PUBLIC SERVICES  
CONSTRUCTION MARK UP PROCEDURE**

This Procedure should be used as a reference for doing Construction Mark ups to be turned in to Drafting and GIS for as-built purposes.

1. Prior to start of construction obtain a copy of the As-built check lists that is appropriate for your Project. There are different check lists for water, sanitary, storm, and road, sidewalks, bikepaths, walls and conduit.
2. Mark up changes to plans in red during construction on a daily basis or as soon as possible.
  - a. Completed mark-ups are to be turned in no more than **30 Days** after the utility is put in service. The goal is to have one set of completed mark ups per Project. If project is done in phases or work stoppage occurs for some reason the inspector inspecting this portion of project will be responsible to turn completed mark ups of what has been built to PM & CES Supervisor.
  - b. All items on plans that are built to plan need to be noted “AB” or outlined in red on mark ups.
  - c. Show top of pipe elevations every 50 feet and at fittings and valves.
  - d. Update all structure tables in plan and profile.
  - e. If manholes or fittings are eliminated, need to “X Out” in red on both plan and profile views.
  - f. If plan sheets have been changed or work was added to project make sure the most updated sheet is part of mark ups to be turned in.
  - g. Inquire with Project Manager for MDEQ number. Keep track of when utilities go into service and MDEQ permit numbers. This information will need to be placed on appropriate As-built Mark Up Checklist.

3. Once all or portion of new utility is put in service, fill out record sheets for valves, service valves, hydrants and sewer leads. Valve and hydrant numbers may be requested from System Planning GIS staff 4<sup>th</sup> floor City Hall Larcom. Record sheets need to be completely filled out along with location prior to any numbers being assigned. Place the assigned valve & hydrant numbers on the as-built mark-up. A copy of these sheets are to be given to the Project Manager and turned in with your as-built mark-up. Keep a copy for yourself, too.
  - a. Fill out record sheets for existing valves and hydrants that have been removed. Use same record sheet form for this, just clearly note on record sheet. Turn these sheets into Project Manager with as-built mark-up.
4. Once all construction is complete and review to make sure mark ups are as understandable as possible. Consider that someone else is going to have to understand changes made to plans. Finish filling in As-built check list items.
5. Attach record sheets and appropriate check lists to plans and submit to PM & CES Supervisor. Depending on if the Project is entirely finished or just a portion of work is done, a meeting will be set up by PM & CES Supervisor. CES's Inspectors on Project, Project Manager, and Drafting Dept will be invited to go over the as-built at this time. If the mark ups are determined complete, Drafting will take and start As-built Process and GIS staff will start GIS updating process. If CES Inspectors want original mark ups back, indicate this at meeting. If multiple Inspectors are involved with construction and mark ups for Project, PM & CES Supervisor may appoint one of these CES's at meeting to be in charge of gathering and organizing mark ups to be turned in to Drafting.

Electronic copies of checklists and record sheets available upon request.

**CITY OF ANN ARBOR ENGINEERING**  
**WATERMAIN AS-BUILT MARKUP CHECKLIST**

PROJECT NAME \_\_\_\_\_ FILE NO. \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH “AB” IF WATERMAIN IS PRIVATE, LABEL IN PLAN AND PROFILE “PRIVATE”
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ ADDITIONS OR CORRECTIONS MADE ON BOTH PLAN AND PROFILE VIEWS
- ☐ GATE VALVE RIM ELEVATIONS AND HYDRANT FINISH GRADE ELEVATIONS CORRECTED ON BOTH PLAN AND PROFILE VIEWS.
- ☐ BENDS CALLED OUT AS BEING HOR. OR VERT., ROLLED UP OR DOWN AND TOP OF PIPE ELEVATIONS ON EACH BEND
- ☐ TOP OF PIPE ELEVATIONS ADDED ON PROFILE VIEWS EVERY 50 FT, AT ALL FITTINGS AND AT ALL UTILITY CROSSINGS. VERTICAL CLEARANCE AT CROSSINGS SHOULD ALSO BE NOTED.
- ☐ LENGTH OF PIPE BETWEEN FITTINGS CORRECTED IN PROFILE VIEWS.
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ HYDRANTS, GATE VALVES, TAPPING SLEEVE & VALVE AND SERVICE VALVE NUMBERS LABELED ON BOTH PLAN AND PROFILE VIEWS. GIS WILL ASSIGN HYDRANT AND VALVE NUMBERS. SERVICE VALVES (SV) ARE DOMESTIC OR FIRE SERVICE LINES 2” OR LARGER; HYDRANT VALVES (HV) ARE ASSIGNED IF COMPANION VALVE IS GREATER THAN 3 FEET FROM HYDRANT. PLEASE MAKE THESE DISTINCTIONS CLEAR WHEN REQUESTING NUMBERS.
- ☐ CASTING SCHEDULES CORRECTED

**CITY OF ANN ARBOR ENGINEERING**  
**WATERMAIN AS-BUILT MARKUP CHECKLIST**

- ☐ COPIES OF HYDRANT, GATE VALVE, TAPPING SLEEVE & VALVE AND SERVICE VALVE RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ ABANDONED HYDRANTS, GATE VALVES AND WATER MAIN CALLED OUT ON PLAN VIEWS.
- ☐ COPIES OF ABANDONED HYDRANT AND GATE VALVE RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ AS-BUILT WATER MAIN INFO FILLED IN BELOW

<b>AS-BUILT WATER DRAWING</b>
MDEQ PERMIT No. _____
IN SERVICE DATE (MO/YR) _____
CONTRACTOR _____

- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND WATERMAIN MARK-UPS APPROVED BELOW  
PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**CITY OF ANN ARBOR ENGINEERING**  
**SANITARY SEWER AS-BUILT MARKUP CHECKLIST**

PROJECT NAME \_\_\_\_\_ FILE NO. \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING AND LOCATION OF ALL SANITARY STRUCTURES CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF SANITARY SEWER IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ RIM AND INVERT ELEVATIONS OF STRUCTURES CORRECTED ON PROFILE VIEWS
- ☐ LENGTH OF PIPE AND GRADE CORRECTED BETWEEN STRUCTURES ON PROFILE VIEWS
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ CASTING SCHEDULES AND LEAD SCHEDULES CORRECTED
- ☐ SANITARY SEWER LEAD STATIONING, INVERTS, PIPE GRADE AND MATERIAL CORRECTED ON BOTH PLAN AND PROFILES VIEWS
- ☐ COPIES OF SEWER LEAD TAP RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ AS-BUILT SANITARY INFO FILLED IN BELOW

<b>AS-BUILT SANITARY DRAWING</b>
MDEQ PERMIT No. _____
IN SERVICE DATE (MO/YR) _____
CONTRACTOR _____

- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND SANITARY SEWER MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



**CITY OF ANN ARBOR ENGINEERING**  
**STORM SEWER AS-BUILT MARKUP CHECKLIST**

PROJECT NAME \_\_\_\_\_ FILE NO. \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING AND LOCATION OF ALL STORM STRUCTURES CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF STORM SEWER IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ RIM AND INVERT ELEVATIONS OF STRUCTURES CORRECTED ON PROFILE VIEWS
- ☐ LENGTH OF PIPE AND GRADE CORRECTED BETWEEN STRUCTURES ON PROFILE VIEWS
- ☐ EDGE DRAIN PIPE LENGTH AND INVERTS CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ CASTING SCHEDULES CORRECTED
- ☐ AS-BUILT STORM INFO FILLED IN BELOW

<b>AS-BUILT STORM DRAWING</b>
IN SERVICE DATE (MO/YR) _____
CONTRACTOR _____

- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND STORM SEWER MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**CITY OF ANN ARBOR ENGINEERING**  
**AS-BUILT MARKUP CHECKLIST**  
**FOR ROAD, SIDEWALKS, BIKEPATHS, WALLS AND CONDUIT**

PROJECT NAME \_\_\_\_\_ FILE NO. \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ ELEVATIONS, DISTANCES AND GRADES CORRECTED ON BOTH PLAN AND PROFILE VIEWS OF ROADS, INTERSECTIONS, SIDEWALKS, BIKEPATHS AND WALLS.
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH “AB”
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ STATIONING AND LOCATION OF HANDHOLES CORRECTED ON PLAN VIEWS
- ☐ LENGTH OF CONDUIT RUNS CORRECTED ON PLAN VIEWS
- ☐ AS-BUILT LOCATION OF ALL MAST ARM AND PEDESTRIAN SIGNALS ON PLAN VIEWS
- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
  
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



City of Ann Arbor  
Public Services Department  
Engineering  
Gate Valve Record Sheet

Date \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_  
Job No. \_\_\_\_\_ File No. \_\_\_\_\_  
Job Name \_\_\_\_\_ Project Engineer \_\_\_\_\_  
Job Location \_\_\_\_\_ Project Technician \_\_\_\_\_

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Gate No. \_\_\_\_\_ Size \_\_\_\_\_ Street \_\_\_\_\_  
Make \_\_\_\_\_ Type: ☐ RESILIENT WEDGE ☐ DOUBLE DISK ☐ BUTTERFLY  
Number of Turns Opening to the RIGHT \_\_\_\_\_  
Tapping Sleeve: ☐ Yes ☐ No Installed In: ☐ Well ☐ Box  
Gate Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Gate No. \_\_\_\_\_ Size \_\_\_\_\_ Street \_\_\_\_\_  
Make \_\_\_\_\_ Type: ☐ RESILIENT WEDGE ☐ DOUBLE DISK ☐ BUTTERFLY  
Number of Turns Opening to the RIGHT \_\_\_\_\_  
Tapping Sleeve: ☐ Yes ☐ No Installed In: ☐ Well ☐ Box  
Gate Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Gate No. \_\_\_\_\_ Size \_\_\_\_\_ Street \_\_\_\_\_  
Make \_\_\_\_\_ Type: ☐ RESILIENT WEDGE ☐ DOUBLE DISK ☐ BUTTERFLY  
Number of Turns Opening to the RIGHT \_\_\_\_\_  
Tapping Sleeve: ☐ Yes ☐ No Installed In: ☐ Well ☐ Box  
Gate Location \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspected by \_\_\_\_\_

Installed by \_\_\_\_\_



City of Ann Arbor  
Public Services Department  
Engineering  
Fire Hydrant Record Sheet

Date \_\_\_\_\_ File No. \_\_\_\_\_ Project Engineer \_\_\_\_\_  
Job No. \_\_\_\_\_ Project Technician \_\_\_\_\_  
Job Name \_\_\_\_\_  
Job Location \_\_\_\_\_

Type of Installation:

☐ New ☐ Abandoned ☐ Relocated

Hydrant No. \_\_\_\_\_ Street \_\_\_\_\_  
Hydrant Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hydrant:

Make: \_\_\_\_\_

One 3 3/8" Outlet and One 5" Storz Connection

Bury \_\_\_\_\_ ft. Valve Opening \_\_\_\_\_ in. Hub Opening \_\_\_\_\_ in.  
Hydrant Extension: ☐ Yes ☐ No Height of Extension \_\_\_\_\_

Branch:

Size \_\_\_\_\_ in. Total Length \_\_\_\_\_ Connects to \_\_\_\_\_ on \_\_\_\_\_  
Size \_\_\_\_\_ in. Reducer: ☐ Yes ☐ No Main Size Street

Branch Valve:

Make: \_\_\_\_\_ Size: \_\_\_\_\_ in.  
Number of Turns Opening to the Right \_\_\_\_\_  
Located \_\_\_\_\_ Feet \_\_\_\_\_ of the Hydrant  
Direction

Tracer wire access box: located \_\_\_\_\_ ft \_\_\_\_\_ of hydrant

Installed By \_\_\_\_\_  
Inspected By \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CITY OF ANN ARBOR  
PUBLIC SERVICES DEPARTMENT  
ENGINEERING

SEWER SERVICE RECORD SHEET

DATE \_\_\_\_\_ FILE NO. \_\_\_\_\_  
JOB NO. \_\_\_\_\_  
JOB NAME \_\_\_\_\_  
JOB LOCATION \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_ LOT NO. \_\_\_\_\_  
TAP SIZE \_\_\_\_\_ MAIN SIZE \_\_\_\_\_ DEPTH OF MAIN SEWER \_\_\_\_\_  
PLUMBER \_\_\_\_\_ LICENSE NO. \_\_\_\_\_  
TAP TO PROPERTY LINE \_\_\_\_\_ STREET CUT PERMIT NO. \_\_\_\_\_  
DIRECTION OF FLOW (COMPASS DIRECTION) \_\_\_\_\_ WATER IN SAME DITCH: \_\_\_\_\_

TYPE OF TAP ☐ SANITARY ☐ STORM

DESCRIPTION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTANCE TO UPSTREAM M/H \_\_\_\_\_ DISTANCE TO DOWNSTREAM M/H \_\_\_\_\_  
REMARKS/SKETCH: \_\_\_\_\_

INSTALLED BY \_\_\_\_\_  
INSPECTED BY \_\_\_\_\_

SENT TO/RECEIVED BY UTILITIES \_\_\_\_\_ DATE \_\_\_\_\_

# EXAMPLE

## CITY OF ANN ARBOR ENGINEERING WATERMAIN AS-BUILT MARKUP CHECKLIST

PROJECT NAME \_\_\_\_\_ **NAME** \_\_\_\_\_ FILE NO. \_\_\_\_\_ **###** \_\_\_\_\_

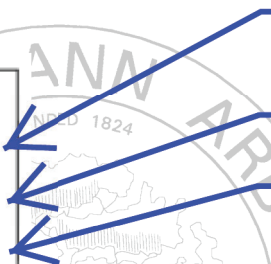
PROJECT MANAGER \_\_\_\_\_ **NAME** \_\_\_\_\_ INSPECTOR(s) **NAME** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH “AB” IF WATERMAIN IS PRIVATE, LABEL IN PLAN AND PROFILE “PRIVATE”
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ ADDITIONS OR CORRECTIONS MADE ON BOTH PLAN AND PROFILE VIEWS
- ☐ GATE VALVE RIM ELEVATIONS AND HYDRANT FINISH GRADE ELEVATIONS CORRECTED ON BOTH PLAN AND PROFILE VIEWS.
- ☐ BENDS CALLED OUT AS BEING HOR. OR VERT., ROLLED UP OR DOWN AND TOP OF PIPE ELEVATIONS ON EACH BEND
- ☐ TOP OF PIPE ELEVATIONS ADDED ON PROFILE VIEWS EVERY 50 FT, AT ALL FITTINGS AND AT ALL UTILITY CROSSINGS. VERTICAL CLEARANCE AT CROSSINGS SHOULD ALSO BE NOTED.
- ☐ LENGTH OF PIPE BETWEEN FITTINGS CORRECTED IN PROFILE VIEWS.
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ HYDRANTS, GATE VALVES, TAPPING SLEEVE & VALVE AND SERVICE VALVE NUMBERS LABELED ON BOTH PLAN AND PROFILE VIEWS. GIS WILL ASSIGN HYDRANT AND VALVE NUMBERS. SERVICE VALVES (SV) ARE DOMESTIC OR FIRE SERVICE LINES 2” OR LARGER; HYDRANT VALVES (HV) ARE ASSIGNED IF COMPANION VALVE IS GREATER THAN 3 FEET FROM HYDRANT. PLEASE MAKE THESE DISTINCTIONS CLEAR WHEN REQUESTING NUMBERS.
- ☐ CASTING SCHEDULES CORRECTED

**CITY OF ANN ARBOR ENGINEERING**  
**WATERMAIN AS-BUILT MARKUP CHECKLIST**

- ☐ COPIES OF HYDRANT, GATE VALVE, TAPPING SLEEVE & VALVE AND SERVICE VALVE RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ ABANDONED HYDRANTS, GATE VALVES AND WATER MAIN CALLED OUT ON PLAN VIEWS.
- ☐ COPIES OF ABANDONED HYDRANT AND GATE VALVE RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ AS-BUILT WATER MAIN INFO FILLED IN BELOW

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><b>AS-BUILT WATER DRAWING</b></div> <div>MDEQ PERMIT No. _____</div> <div>IN SERVICE DATE (MO/YR) _____</div> <div>CONTRACTOR _____</div>	<div style="border: 2px solid blue; padding: 5px; margin-bottom: 10px;"><b>ASK PROJECT MANAGER FOR MDEQ PERMIT NO.</b></div> <div style="border: 2px solid blue; padding: 5px; margin-bottom: 10px;"><b>ADD IN SERVICE DATE</b></div> <div style="border: 2px solid blue; padding: 5px;"><b>ADD CONTRACTOR COMPANY NAME</b></div>
--	---



- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND WATERMAIN MARK-UPS APPROVED BELOW  
PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

***SEE 3 EXAMPLE WATERMAIN  
MARKUP DRAWINGS NEXT PAGE***





REV.	DESCRIPTION	DATE	DRAWN	CHECKED

CITY OF ANN ARBOR  
PUBLIC SERVICE  
FAC. DIV. WATER  
ANN ARBOR  
730-764-6400  
www.a2gov.org

PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR  
LAWRENCE ST. WATER MAIN REPLACEMENT  
WATER MAIN PLAN & PROFILE  
STA. 0+00 TO 4+00

SHEET No. 8 OF 11  
SCALE: PLAN 1"=40'  
PROFILE 1"=4'  
DRAWING No. 2014032-6

ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF WATERMAIN IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"

CAUTION  
CRITICAL UTILITY

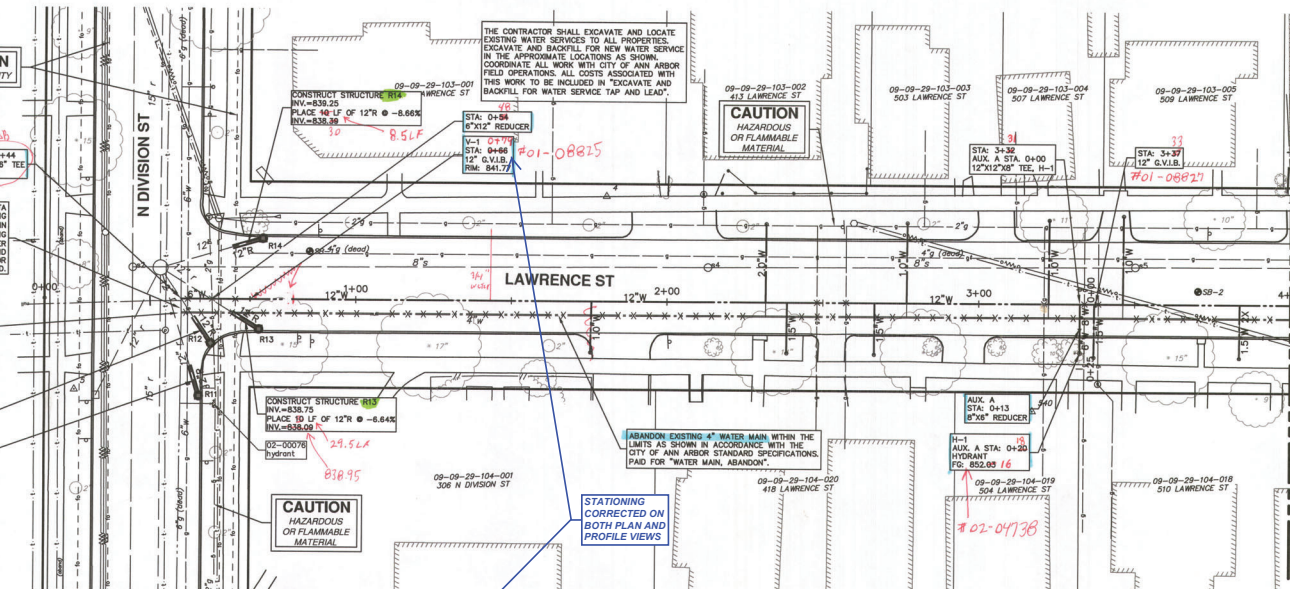
UPON COMPLETION OF THE WATER MAIN TIE-IN AT STA 0+44 THE CONTRACTOR SHALL REMOVE THE EXISTING 6"x6" 12" TEE, ABANDON THE EXISTING 6" WATERMAIN AND PLACE 6" DUCTILE IRON PIPE AND A 6" LONG PATTERN SOID SERVE TO RE-ESTABLISH THE 6" WATER MAIN WITHIN DIVISION ST. THE CONTRACTOR TO BE PAID AT THE CORRESPONDING CONTRACT UNIT PRICES FOR THE ACTUAL WORK PERFORMED.

TWO WEEKS PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION AT THIS LOCATION TO VERIFY THE LOCATION OF THE EXISTING WATER MAIN. ALL COSTS ASSOCIATED WITH THIS WORK SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE ITEM OF WORK "12" DUCTILE IRON WATER MAIN, TRENCH DETAIL.

CONSTRUCT STRUCTURE #12  
INV=839.05  
PLACE 10 LF OF 12" R # -8.525  
INV=838.50  
CONSTRUCT STRUCTURE #11  
INV=838.85  
PLACE 10 LF OF 12" R # -5.995  
INV=838.85

USE RED INK  
PEN ONLY FOR  
CORRECTIONS

ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF WATERMAIN IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"



SEE SHEET 9  
STA 4+00

CASTING SCHEDULES  
CORRECTED

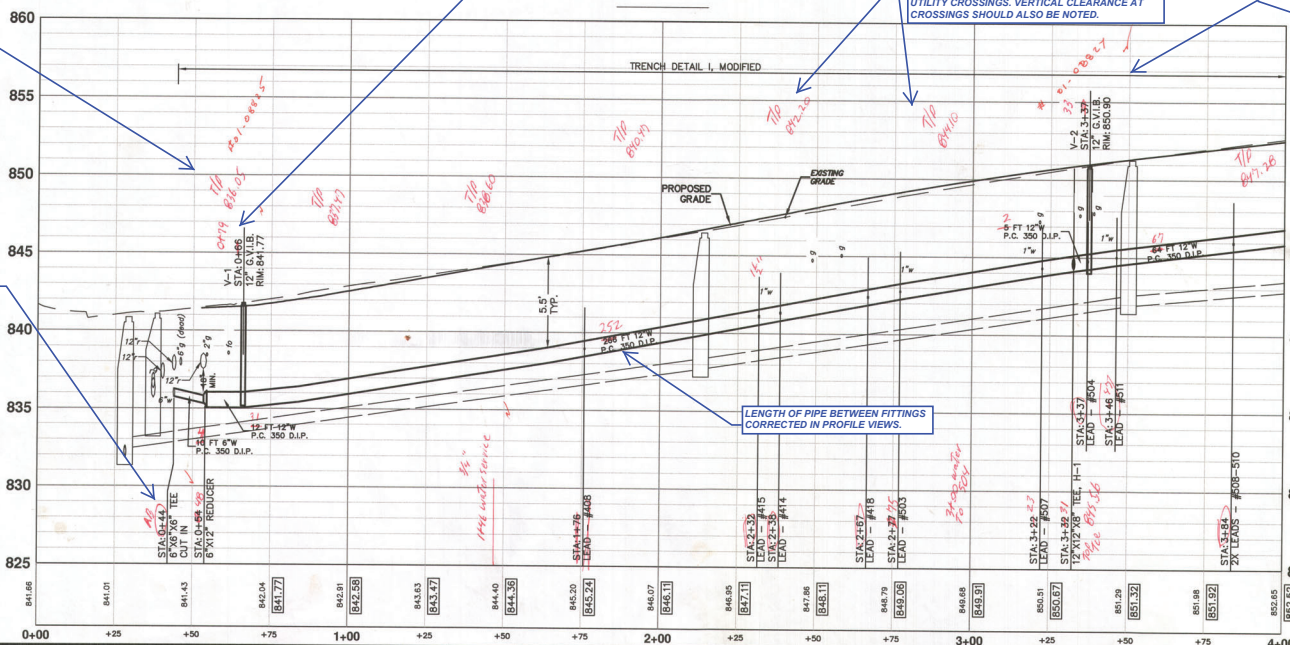
STRUCTURE	TYPE	STATION	RIM	DEPTH
01-04715	12" G.V.I.B.	0+66.79	841.77	6.51
02-04715	HYDRANT	3+32.71	852.65	6.00
01-04724	12" G.V.I.B.	3+37.33	850.90	6.74
01-04738	12" G.V.I.W.	7+31.13	858.45	6.71

HYDRANTS, GATE VALVES, TAPPING SLEEVE & VALVE AND SERVICE VALVE NUMBERS LABELED ON BOTH PLAN AND PROFILE VIEWS. GIS WILL ASSIGN HYDRANT AND VALVE NUMBERS. SERVICE VALVES (SV) ARE DOMESTIC OR FIRE SERVICE LINES 2" OR LARGER. HYDRANT VALVES (HV) ARE ASSIGNED IF COMPANION VALVE IS GREATER THAN 3 FEET FROM HYDRANT. PLEASE MAKE THESE DISTINCTIONS CLEAR WHEN REQUESTING NUMBERS.

TOP OF PIPE ELEVATIONS ADDED ON PROFILE VIEWS EVERY 50 FT, AT ALL FITTINGS AND AT ALL UTILITY CROSSINGS. VERTICAL CLEARANCE AT CROSSINGS SHOULD ALSO BE NOTED.

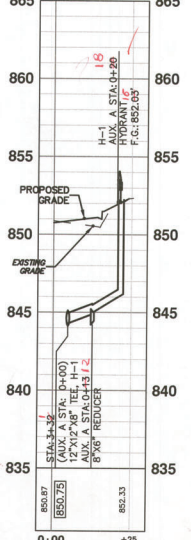
STATIONING  
CORRECTED ON  
BOTH PLAN AND  
PROFILE VIEWS

CAUTION  
HAZARDOUS  
OR FLAMMABLE  
MATERIAL



LENGTH OF PIPE BETWEEN FITTINGS  
CORRECTED IN PROFILE VIEWS.

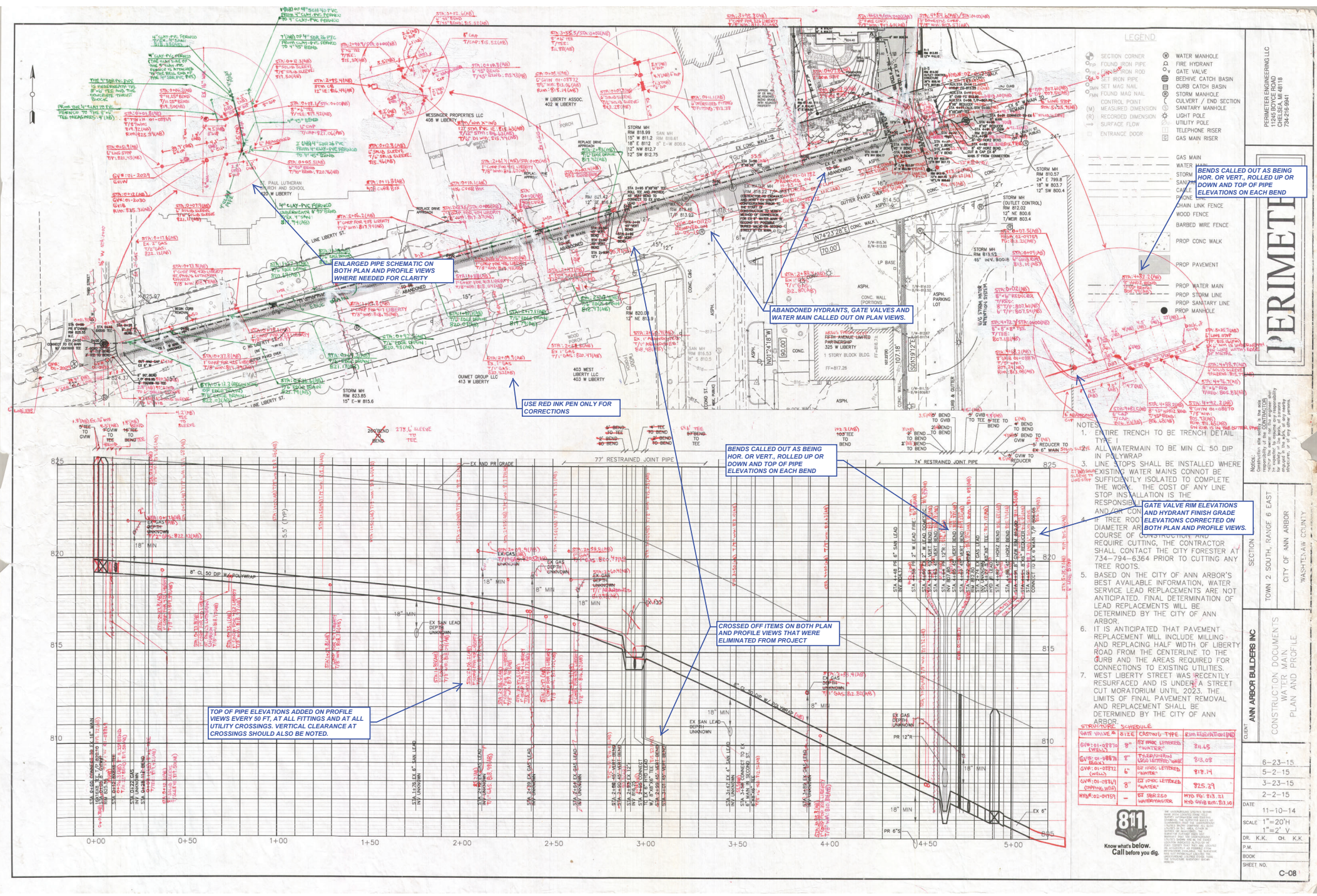
AUX 'A'













# EXAMPLE

## CITY OF ANN ARBOR ENGINEERING SANITARY SEWER AS-BUILT MARKUP CHECKLIST

PROJECT NAME \_\_\_\_\_ **NAME** \_\_\_\_\_ FILE NO. \_\_\_\_\_ **###**

PROJECT MANAGER \_\_\_\_\_ **NAME** \_\_\_\_\_ INSPECTOR(s) **NAME** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING AND LOCATION OF ALL SANITARY STRUCTURES CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF SANITARY SEWER IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ RIM AND INVERT ELEVATIONS OF STRUCTURES CORRECTED ON PROFILE VIEWS
- ☐ LENGTH OF PIPE AND GRADE CORRECTED BETWEEN STRUCTURES ON PROFILE VIEWS
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ CASTING SCHEDULES AND LEAD SCHEDULES CORRECTED
- ☐ SANITARY SEWER LEAD STATIONING, INVERTS, PIPE GRADE AND MATERIAL CORRECTED ON BOTH PLAN AND PROFILES VIEWS
- ☐ COPIES OF SEWER LEAD TAP RECORD SHEETS TURNED IN WITH AS-BUILT MARK-UPS.
- ☐ AS-BUILT SANITARY INFO FILLED IN BELOW

<b>AS-BUILT SANITARY DRAWING</b>	
MDEQ PERMIT No.	_____
IN SERVICE DATE (MO/YR)	_____
CONTRACTOR	_____

**ASK PROJECT MANAGER  
FOR MDEQ PERMIT NO.**

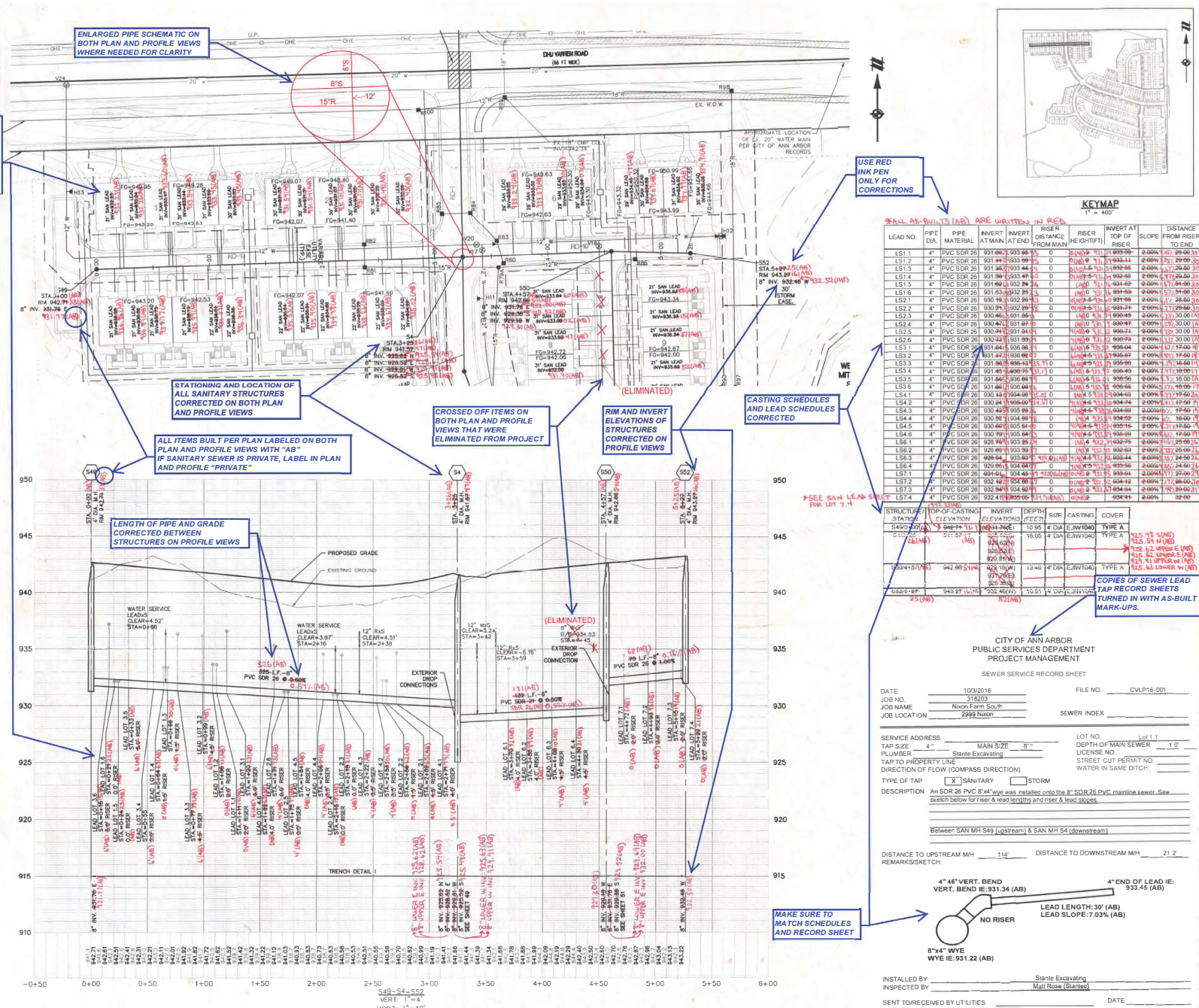
**ADD IN SERVICE DATE**

**ADD CONTRACTOR  
COMPANY NAME**

- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND SANITARY SEWER MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

# EXAMPLE SANITARY SEWER PLAN & PROFILE AND RECORD SHEET





# EXAMPLE

## CITY OF ANN ARBOR ENGINEERING

### STORM SEWER AS-BUILT MARKUP CHECKLIST

PROJECT NAME \_\_\_\_\_ **NAME** \_\_\_\_\_ FILE NO. \_\_\_\_\_ **###**

PROJECT MANAGER \_\_\_\_\_ **NAME** \_\_\_\_\_ INSPECTOR(s) **NAME** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ STATIONING AND LOCATION OF ALL STORM STRUCTURES CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH "AB" IF STORM SEWER IS PRIVATE, LABEL IN PLAN AND PROFILE "PRIVATE"
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ RIM AND INVERT ELEVATIONS OF STRUCTURES CORRECTED ON PROFILE VIEWS
- ☐ LENGTH OF PIPE AND GRADE CORRECTED BETWEEN STRUCTURES ON PROFILE VIEWS
- ☐ EDGE DRAIN PIPE LENGTH AND INVERTS CORRECTED ON BOTH PLAN AND PROFILE VIEWS
- ☐ ENLARGED PIPE SCHEMATIC ON BOTH PLAN AND PROFILE VIEWS WHERE NEEDED FOR CLARITY
- ☐ CASTING SCHEDULES CORRECTED
- ☐ AS-BUILT STORM INFO FILLED IN BELOW

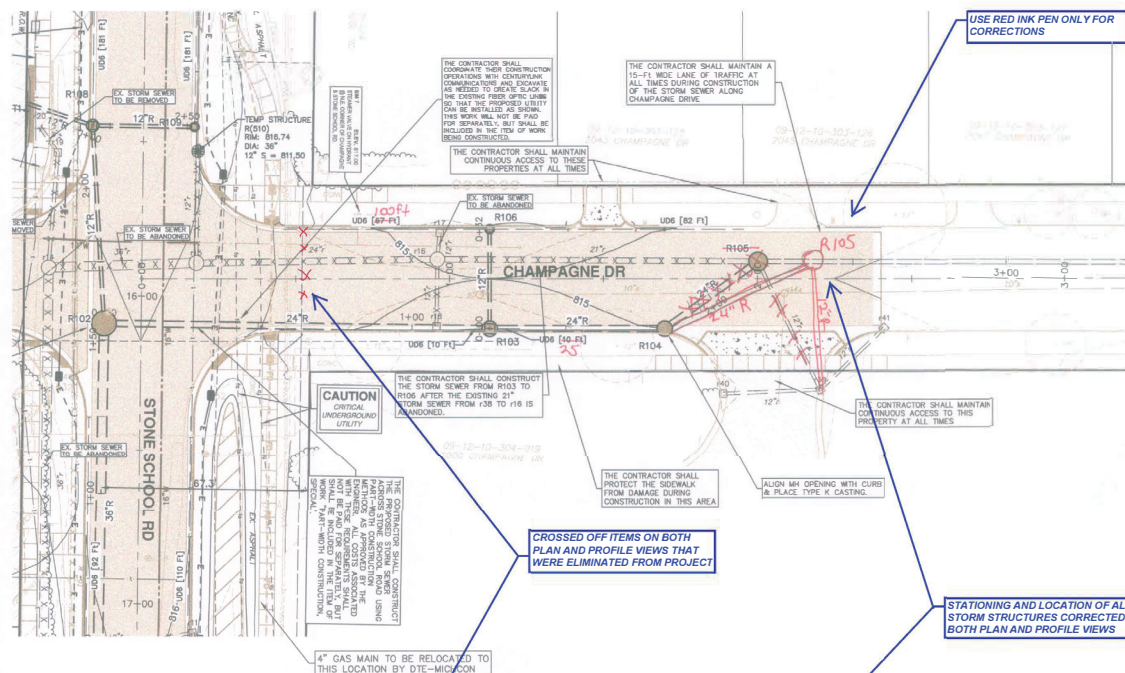
AS-BUILT STORM DRAWING
IN SERVICE DATE (MO/YR) _____
CONTRACTOR _____

**ADD IN SERVICE DATE**

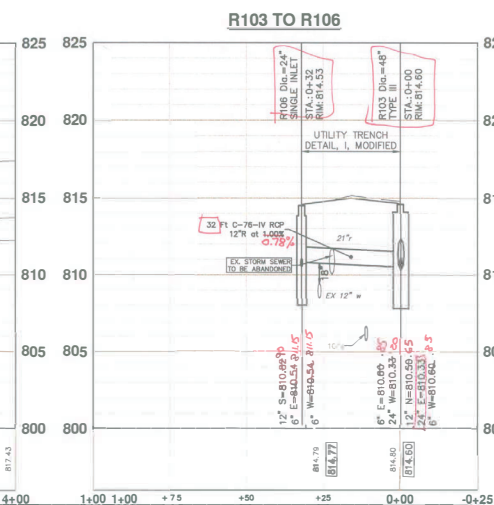
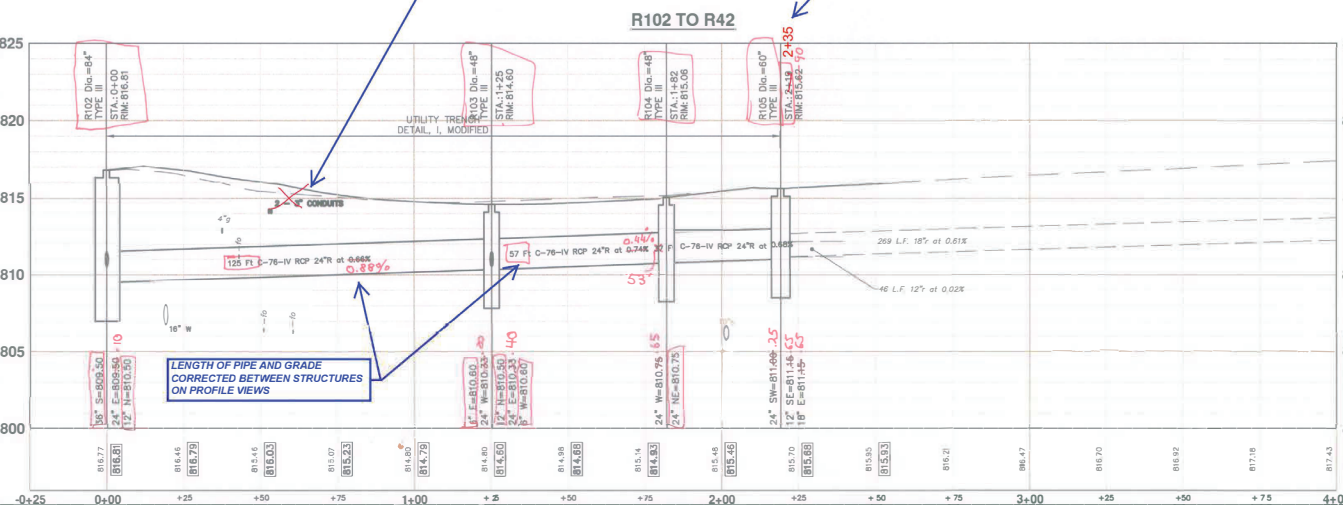
**ADD CONTRACTOR  
COMPANY NAME**

- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND STORM SEWER MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_



STRUCTURE	UTILITY STATION	INVERT ELEVATION, SIZE & DIRECTION	TOP OF CASTING ELEVATION	DEPTH (Feet)	SIZE	APPLICATION / CONSTRUCTION
R102	0+00	24" E 809.50 12" N 810.50 36" S 809.50	816.81	9.31	84" Dia.	Storm Manhole, New (Cover B)
R103	1+25	12" N 810.50 24" E 810.33 6" W 810.60 6" E 810.60 24" W 810.33	814.60	5.29 6.40	48" Dia.	Inlet Junction, New (Cover K)
R104	1+82	24" NE 810.75 24" W 810.76	815.06	6.41 6.34	48" Dia.	Storm Manhole, New (Cover K)
R105	2+35	12" SE 811.15 18" E 811.45 24" SW 811.60	815.02 9.0	6.65	60" Dia.	Storm Manhole, New (Cover B)
R106	0+32	6" W 810.54 12" S 810.52 6" E 810.54	814.53	5.99	24" Dia.	Inlet, New (Cover K)



**PROJECT MANAGEMENT - CITY OF ANN ARBOR**

STONE SCHOOL ROAD IMPROVEMENTS

STORM SEWER PLAN & PROFILE

CHAMPAGNE

SHEET NO. 74 OF 153

**811**

ANN ARBOR

STORM SEWER PLAN & PROFILE

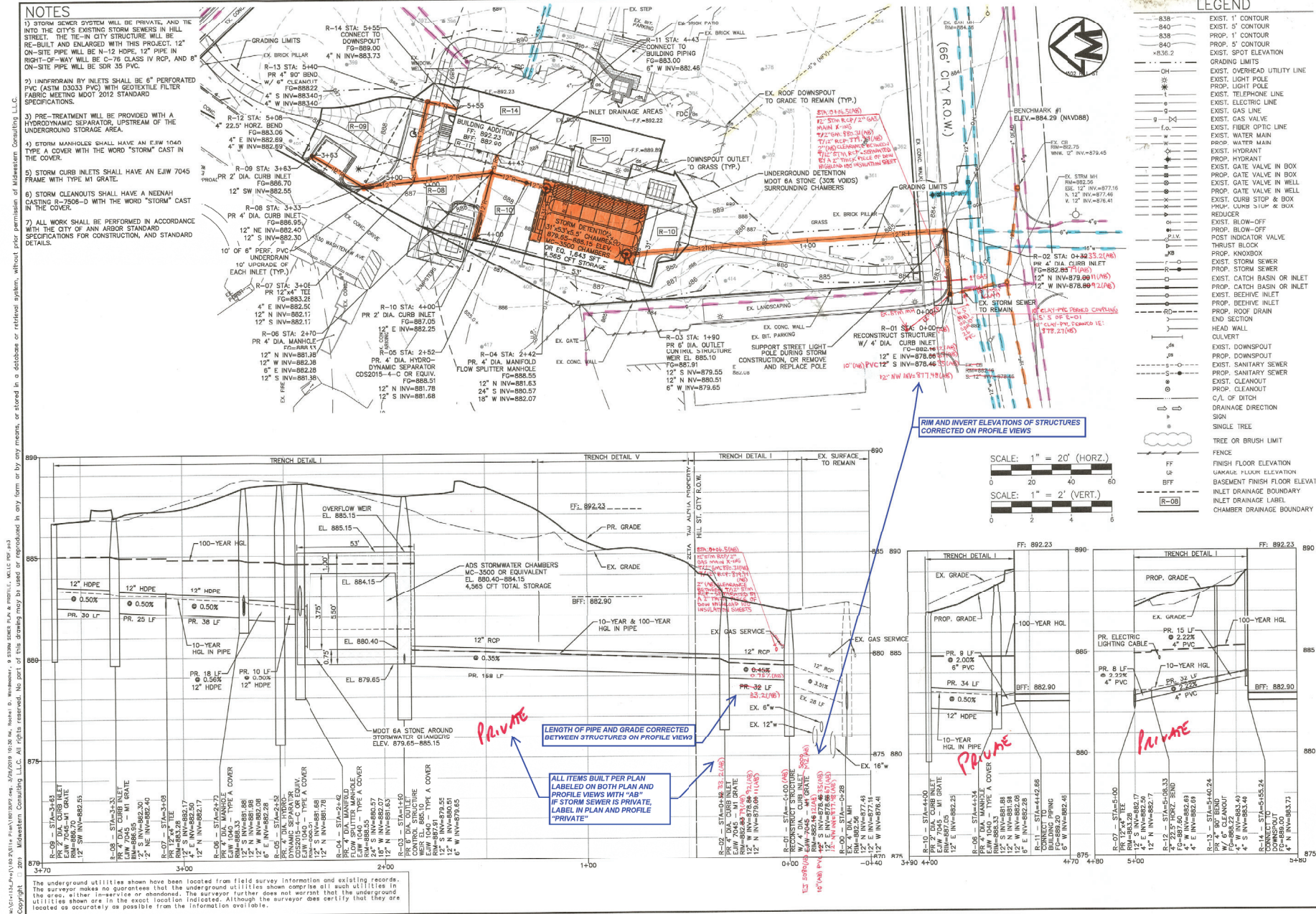
CHAMPAGNE

201102P-14

REV.	DATE	DESCRIPTION
01	11-22-13	MODIFY OF SUBMITTAL
02	04-26-14	MODIFY FINAL PLAN COMMENTS
03	08-21-14	MISSING UTILITIES



- NOTES**
- 1) STORM SEWER SYSTEM WILL BE PRIVATE, AND THE INTO THE CITY'S EXISTING STORM SEWERS IN HILL STREET. THE TIE-IN CITY STRUCTURE WILL BE RE-BUILT AND ENLARGED WITH THIS PROJECT. 12" ON-SITE PIPE WILL BE N-12 HOPE, 12" PIPE IN RIGHT-OF-WAY WILL BE C-76 CLASS IV RCP, AND 8" ON-SITE PIPE WILL BE SDR 35 PVC.
  - 2) UNIFORMITY IN INLETS SHALL BE 6" PERFORATED PVC (ASTM D3033) WITH GEOTEXTILE FILTER FABRIC MEETING MTD 2012 STANDARD SPECIFICATIONS.
  - 3) PRE-TREATMENT WILL BE PROVIDED WITH A HYDRODYNAMIC SEPARATOR, UPSTREAM OF THE UNDERGROUND STORAGE AREA.
  - 4) STORM MANHOLES SHALL HAVE AN EFW 1040 TYPE A COVER WITH THE WORD "STORM" CAST IN THE COVER.
  - 5) STORM CURB INLETS SHALL HAVE AN EFW 1045 FRAME WITH TYPE M1 GRATE.
  - 6) STORM CLEANOUTS SHALL HAVE A NEENAH CASTING R-7008-D WITH THE WORD "STORM" CAST IN THE COVER.
  - 7) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF ANN ARBOR STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND STANDARD DETAILS.



**MIDWESTERN CONSULTING**

**ZETA TAU ALPHA**

**STORM SEWER PLAN & PROFILE**

**18012**

**DATE: 09/17/18**

**SHEET 10 OF 22**

**PROJECT: ZETA TAU ALPHA**

**LOCATION: 1200 W. HILL STREET, ANN ARBOR, MI 48106**

**CLIENT: ZETA TAU ALPHA**

**DESIGNER: J. WILSON**

**CHECKER: J. WILSON**

**DATE: 09/17/18**

**SCALE: 1" = 20' (HORIZ.)**

**SCALE: 1" = 2' (VERT.)**

**PROJECT: ZETA TAU ALPHA**

**LOCATION: 1200 W. HILL STREET, ANN ARBOR, MI 48106**

**CLIENT: ZETA TAU ALPHA**

**DESIGNER: J. WILSON**

**CHECKER: J. WILSON**

**DATE: 09/17/18**

# EXAMPLE

## CITY OF ANN ARBOR ENGINEERING AS-BUILT MARKUP CHECKLIST FOR ROAD, SIDEWALKS, BIKEPATHS, WALLS AND CONDUIT

PROJECT NAME \_\_\_\_\_ *NAME* \_\_\_\_\_ FILE NO. \_\_\_\_\_ *###* \_\_\_\_\_

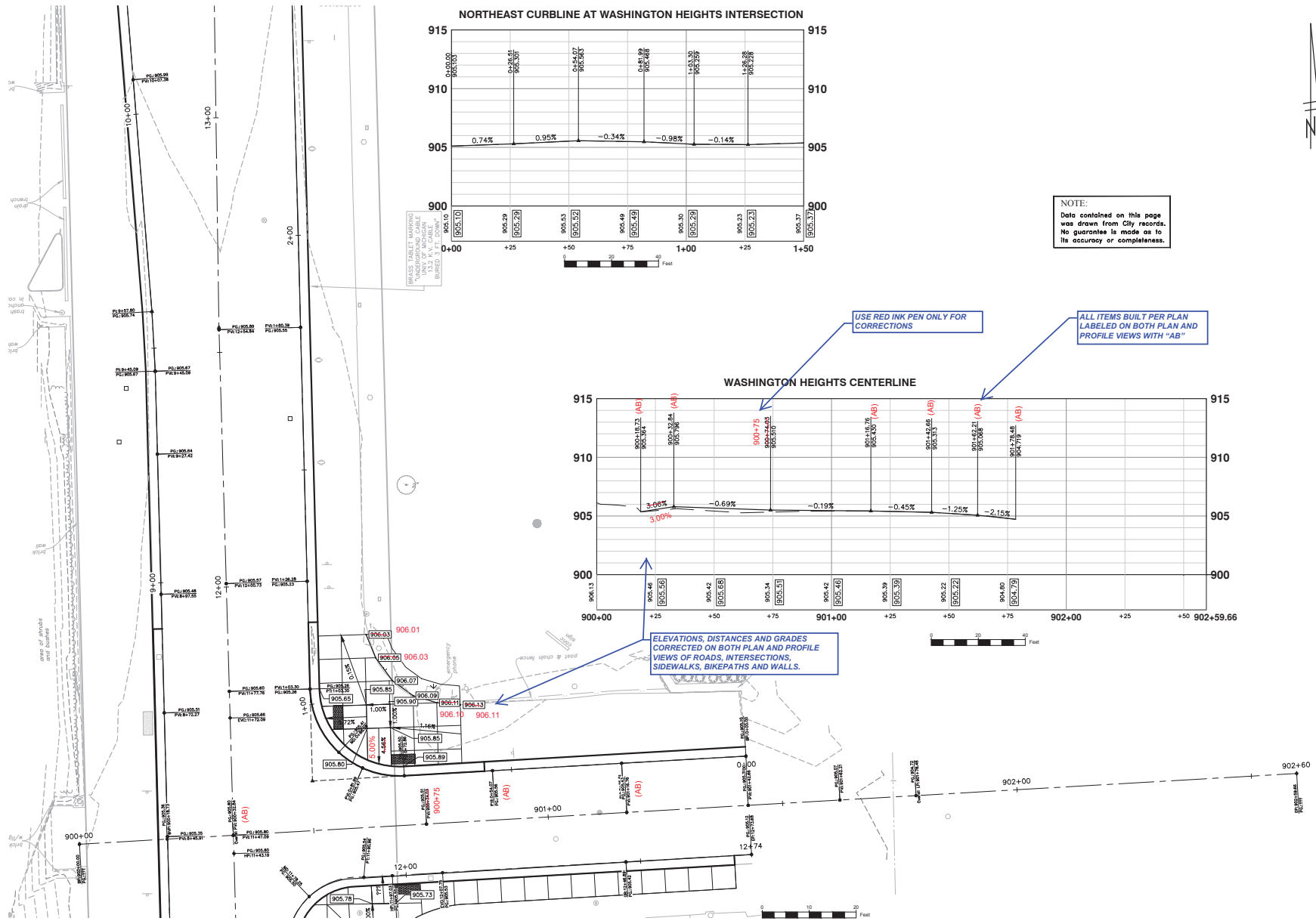
PROJECT MANAGER \_\_\_\_\_ *NAME* \_\_\_\_\_ INSPECTOR(s) *NAME* \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

- ☐ USE RED INK PEN ONLY FOR CORRECTIONS
- ☐ ELEVATIONS, DISTANCES AND GRADES CORRECTED ON BOTH PLAN AND PROFILE VIEWS OF ROADS, INTERSECTIONS, SIDEWALKS, BIKEPATHS AND WALLS.
- ☐ ALL ITEMS BUILT PER PLAN LABELED ON BOTH PLAN AND PROFILE VIEWS WITH “AB”
- ☐ CROSSED OFF ITEMS ON BOTH PLAN AND PROFILE VIEWS THAT WERE ELIMINATED FROM PROJECT
- ☐ STATIONING AND LOCATION OF HANDHOLES CORRECTED ON PLAN VIEWS
- ☐ LENGTH OF CONDUIT RUNS CORRECTED ON PLAN VIEWS
- ☐ AS-BUILT LOCATION OF ALL MAST ARM AND PEDESTRIAN SIGNALS ON PLAN VIEWS
- ☐ TURN MARK-UPS IN TO CES SUPERVISOR AND SCHEDULE MARK-UP REVIEW MEETING
  
- ☐ AS-BUILT MARK-UP MEETING COMPLETED AND MARK-UPS APPROVED BELOW

PROJECT MANAGER \_\_\_\_\_ CES SUPERVISOR \_\_\_\_\_ CES INSPECTOR(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**SEE 3 EXAMPLE MARKUP DRAWINGS NEXT PAGE**





**PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR**

**OBSERVATORY STREET IMPROVEMENT PROJECT**

**INTERSECTIONS**

**N HALF OF WASHINGTON HEIGHTS**

SHEET No. **34 OF 40**

**ANN ARBOR**

**CITY OF ANN ARBOR**

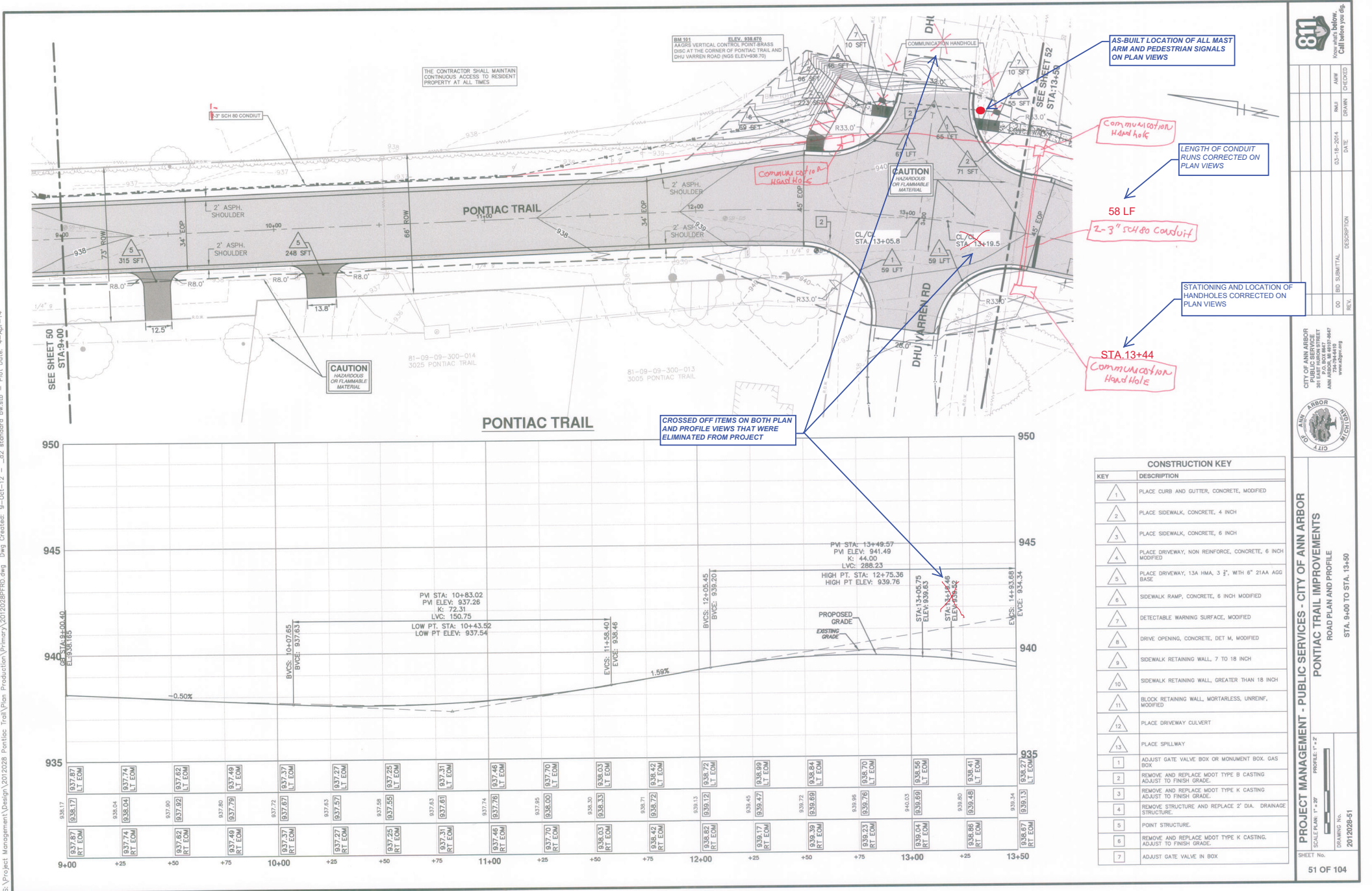
**PUBLIC SERVICES**

200 E. MAIN STREET

ANN ARBOR, MI 48106-0001

www.a2gov.org

REV	DESCRIPTION	DATE	DRAWN	CHECKED
01	U. OF M. REVIEW	11/09/2015	JAA	HK
02	RD. SET	4/29/2016	JAA	HK
03	CONSTRUCTION SET	5/26/2016	JAA	JK
05	RECORD SET	1/26/17	JAA	DF







**ATTACHMENT C  
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 \_\_\_\_\_

## Non-Discrimination Ordinance

# **ATTACHMENT E** **CITY OF ANN ARBOR** **LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

<p><i>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 <input type="checkbox"/> No. of employees _____</i></p>
---

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 \$17.08/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 \$19.04/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**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits    |

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

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

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

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

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

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

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

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



## ATTACHMENT F

### 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:

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

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

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:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



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

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

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

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

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

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

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

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

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



## ATTACHMENT H

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026**

**\$17.08 per hour**

If the employer provides health care benefits\*

**\$19.04 per hour**

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

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

## ENFORCEMENT

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

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

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

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

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

## **APPENDIX A - SAMPLE 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] ("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 within 30 days after the Contract Administrator has received notice of such non-appropriation.
- 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, 3<sup>rd</sup> 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**