

REQUEST FOR PROPOSAL

for

Professional Consulting Engineering Services

for the

Snyder/Edgewood Avenues Area Storm Water Improvements Project

RFP # 18-23

City of Ann Arbor
Public Services Area - Engineering



Due Date: May 29, 2018 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I

GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a professional engineering firm to assist it with the study of potential solutions and to design a preferred alternative to mitigate and/or eliminate flooding that is occurring at, and in the vicinity of, the Snyder Avenue and Edgewood Drive intersection due to insufficiently sized existing storm sewer within this neighborhood.

As part of the study phase of this project, it will be necessary to look at impacts caused by upstream conditions and the impact that the preferred solution could have on downstream areas within the Allen's Creek watershed.

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 May 14, 2018 at 10:00 a.m., and should be addressed as follows:

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

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

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

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

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: Wednesday, May 9, 2018 at 3:00 p.m.

WHERE: City Hall Building, 6th Floor Conference Room
301 East Huron Street, Ann Arbor, Michigan 48107

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning RFP No. 18-23. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of June 11, 2018**. Consultant must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on, or before, May 29, 2018 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- **two (2) copies of the fee proposal**

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

Proposals submitted must be clearly marked: **“RFP No. 18-23 – Snyder/Edgewood Avenues Area Storm Water Improvements Project”** and list the consultant’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

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

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

A proposal will be disqualified if:

The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.

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

Please do not provide these forms outlined directly above within the separately sealed Fee Proposal envelope.

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

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

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

O. SCHEDULE

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

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	May 14, 2018, 10:00 a.m.
Addenda Published (if needed)	May 21, 2018
Proposal Due Date	May 29, 2018, 2:00 p.m. (Local Time)
Tentative Interviews	Week of June 11, 2018
Selection/Negotiations	Completed by June 21, 2018
Expected City Council Authorizations	August 9, 2018 (tentative)

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

SECTION II

BACKGROUND AND SCOPE OF WORK

BACKGROUND

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

Attached, please find Attachment “A” which depicts the storm sewer system in this sub-watershed in additional detail.

The City of Ann Arbor completed a previous storm water modeling and analysis project entitled “Stormwater Analysis and Calibration Project” from 2012 through 2015. In this study, it was identified that the Snyder and Edgewood Avenues area is prone to flooding. The study identified three, potential, planning level, alternatives to mitigate flooding in the project area. The Consultant may study and review these alternatives as part of their proposal submittal, however, the proposed design does not necessarily need to reflect one of the alternatives. The final version of this study is available for review as stated below.

The City of Ann Arbor has currently deployed and installed an ADS Triton+ flow monitor and an ADS RainAlert III rain gage in the project area in order to begin acquiring rainfall and flow data in the Snyder Avenue storm sewer system. The flow monitor and rain gage will be in place for a period of about six months beginning in early May 2018; we plan to remove the flow monitor and rain gage in early November 2018. The rain gage and flow monitor data will be made available and can be used by the chosen consultant to develop a storm water hydrograph of the storm water system that will inform the design and design assumptions. The chosen consultant shall be prepared to augment the flow monitor and with other monitors as they feel is necessary in order to collect sufficient information to properly complete the proposed analysis and design.

The City of Ann Arbor currently has the following information and/or tools available to assist the selected Consultant in the work of this study. They are:

- A calibrated InfoSWMM Storm Water Model covering the entire city;
- For the purposes of this project, the storm water model should be used and further refined and calibrated to more accurately reflect and predict the local conditions of the project area to be studied;
- Five rain gauges located throughout the city;
- Stormwater Model Calibration and Analysis Project Final Report (2012-2015);

- InfoSWMM (EPA SWMM 5.0) stormwater hydraulic model;
- Flow monitoring and rain data from the Stormwater Model Calibration Project;
- As-built plans for adjacent public streets, water mains, storm and sanitary sewers;
- Available City GIS Layers (available via mapAnnArbor as noted):
 - 2-foot contours (LiDAR Based)
 - Wetlands
 - Woodlands
 - Aerial Photography (1947, 1993, 1997, 2002, 2006, 2009, 2012)
 - Sanitary/Stormwater/Water Systems
 - Soil Survey
 - Historical Soil Boring Records since 2006
 - Impervious and Pervious Areas - 2009, 2012 data
- City Rainfall data;
- Historical flood complaint reports;
- Other relevant information may be available upon request.

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

The Consultant shall be aware that there may be areas that could be used as potential storm water detention facilities along Snyder Avenue or on other properties surrounding the project area. Note, the City of Ann Arbor **has not** discussed this project or the use of any lands with any property owners and has not secured permission to use any properties or to enter upon them. Consequently, at this point in the project development process, the use of other properties as a part of a preferred alternative must be understood to be merely a concept and not a commitment on the part of any property owner to be considered a willing partner in the furtherance of this project.

In summary, it is the objective of this study and preliminary engineering exercise to quantify the flooding issues that occur along Snyder Avenue, propose implementable options for the mitigation of this flooding; rank the availability of options on the basis of practicality, constructability, and cost of implementation; outline the pros and cons of each option in written narrative form; provide a written report to the City containing all the Consultant's findings including a recommended option; and, prepare preliminary plans, specifications, and cost estimate developed to a 30% level suitable for moving forward into a final design phase of the project at a later date.

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

SCOPE OF WORK

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

We are now seeking proposals from qualified professional engineering consulting firms to provide the necessary hydraulic analysis and design services for the preparation of plans and cost estimates developed to a 30% level (preliminary plans) to allow the City of Ann Arbor to move forward with the final design phase of the project with a known and fully implementable design at a later date.

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

1. The Lead Consultant shall manage all aspects of the project design up to the completion of the preliminary plans, specifications, and cost estimate for the project. This includes, but is not limited to; managing all aspects of the project, including the work and work product of all sub-consultants and project coordination with all affected agencies. The Consultant Project Manager must ensure the timely and cost-effective delivery of the project design, as well as provide oversight and thorough and complete review of all project deliverables. The Consultant Project Manager will be responsible for the overall review and coordination of the deliverable documents in order to ensure preparation of plans that are seamless, detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor and the all appropriate oversight agencies.
2. The Consultant shall propose and devise public awareness and involvement strategies throughout the course of the project that includes strategies on a neighborhood level, but is also aware and sensitive to the city-wide financial impacts that this project could have on city funding streams. The plan proposed by the Consultant needs to accommodate both sets of interests in a sensitive and engaged manner. The proposed plan shall include, but not limited to; public meetings; stakeholder meetings; alternative-specific graphics illustrating the nature and pros and cons of the alternative; project webpage content development to be hosted by the City; webpage updates at regular intervals during the project's lifespan; e-mails; and, other information sharing techniques as proposed by the Consultant team. The Consultant must effectively communicate the purpose and the benefits of the project, along with the alternatives studied, in order to adequately depict the major issues associated with the overall project analysis and design process with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies.
3. The Consultant may utilize existing City of Ann Arbor GIS and mapping information in preparing their assessment of various design alternatives for consideration. The study information shall utilize, at a minimum, data that has sufficient accuracy to reliably create 2' contour intervals. The mapping information shall also provide information regarding existing landmark trees, buildings, cultural features, and other similar features that would allow an alternative to be properly studied and understood.

4. Prepare a complete, detailed, ground survey of the entire construction influence area associated with the Preferred Alternative. This may be augmented by aerial photography, LiDAR, and other surveying and data gathering techniques. However, aerial photography shall not be the primary tool in developing the topographic survey for the project. The Consultant shall, at a minimum, provide the following items in their ground survey for the Preferred Alternative; locate all trees 6" in diameter or greater and provide their genus, cultivar (if applicable), and health breakdown; locate all cultural features within the requested survey boundaries; provide a survey with 1' contour intervals; locate all "breaklines" and other features as necessary to develop accurate contours; provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas; provide all survey work to national map accuracy standards; establish and define the existing Right-of-Way of Snyder and Edgewood Avenues, W. Stadium Boulevard, and S. Main Street, as well as all streets and intersecting cross-streets that are affected by the project's proposed construction; coordinate with City of Ann Arbor personnel such that the appropriate title work and appraisals can be obtained for the purposes of right-of-way and grading permit acquisition (the City of Ann Arbor will obtain the needed title work and appraisals required for the project); locate all existing property irons and monuments within the survey limits; and, precisely locate existing public and private utilities. All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual. The Consultant shall complete and submit the City's Survey Package Submittal Checklist upon completion of all survey work for the City's review and approval.
5. The Consultant shall utilize Innovyze (formerly MWH Soft) InfoSWWM Software for all modeling and analysis. It is the intent of this project that the existing storm water model should be used and further refined and calibrated to more accurately reflect and predict the local conditions of the project area to be studied. The Consultant shall work with City Staff regarding the proposed location and installation of additional flow monitoring devices within the existing storm sewer(s), if needed, in order to better understand the storm water flow characteristics and hydrograph of the existing system. If the Consultant is of the opinion that the single, city-installed, flow meter is sufficient to properly define the storm water hydrograph of the proposed storm water conveyance system, they shall provide their rational and supporting information in a written memorandum to the City.

At the conclusion of the project, the Consultant shall provide the City with a "merged" data set of their model modifications with the existing City InfoSWWM model and provide it to the City for their future use.

6. The target design storm that the chosen Consultant shall utilize in the design of this project is a 10 year, 12 hour duration storm as described in the City of Ann Arbor Public Services Area Standard Specifications. The Consultant shall be aware that the possibility exists that the design storm may yield recommendations that are impractical or unaffordable to design and construct. Consequently, the Consultant shall assess their potential recommendations and potentially temper them by suggesting an alternative design storm or working to reduce the impacts of the construction by utilizing smaller storm water conveyance facilities and clearly reporting what event they're capable of conveying.
7. Establishment of a list of major pay items and the anticipated specifications that would be required consistent with a 30% plan completion level for the Preferred Alternative. This will

include anticipated unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City of Ann Arbor currently has a library of Special Provisions that can be used and will form the nucleus of the specifications to be utilized as part of the final design of this project.

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

8. Identify potential limits on construction methods and practices (such as identifying potential staging areas, limits of where construction activity can, or cannot, occur in the surrounding area, University of Michigan property that is “off-limits” to the Contractor, roads/bridges that are not to be used by the contractor, etc.)
9. Perform a complete, detailed, geotechnical evaluation and analysis to determine the properties of the existing soils throughout the construction influence area for the purposes of evaluating all sub-surface soil conditions for designing underground storm water detention or infiltration facilities, roadways to be repaired upon completion of the needed underground utility construction, and all other project elements.

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

10. Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. Obtain record drawings from the private utility companies. Coordinate all aspects of the proposed work with the private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design, or relocation, of utilities, roadways, and the like, test holes shall be dug to determine the precise location, both horizontally and vertically, of these points. The Consultant shall arrange for these test holes to be dug and shall make arrangements to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.
11. All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales shall be approved by City of Ann Arbor Engineering. The format of the drawings shall be completely compatible with the City’s drawing preparation standards and layout(s). The City is using AutoCAD 2013 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes. The City of Ann Arbor shall be provided with one portable flash drive containing all drawings, specifications, and cost estimates upon completion of the project’s design.

12. The Consultant shall propose maintenance of traffic strategies for the construction operations and make recommendations to the City as part of their work. The maintenance of traffic strategies shall take into account constructability concerns, maintenance of pedestrian and bicycle traffic, ADA needs and requirements, any needed vehicular and pedestrian detour routes, and all other relevant factors in order to create a safe and orderly construction project. The proposed closure of any streets must be approved by the City prior to traffic maintenance strategies and plans being prepared and developed.
13. Prepare visual aids and attend at least three public meetings to coordinate the design of the project with the affected residents and project stakeholders, other City Departments, City Council, and other formal and informal committees.
14. Prepare 30% complete construction plans, anticipated specifications to be utilized, and cost estimates meeting the requirements of the City of Ann Arbor Public Services Area and in order to satisfactorily complete the project.
15. Prepare all plans necessary to meet pertinent City of Ann Arbor requirements at a 30% level of completion. For example, plans that could be necessary pursuant to the completion of the work include, but are not limited to; Natural Features Protection Plans; Soil Erosion and Sediment Control Plans; Grading; Landscaping; Planting; and, all other plans needed to satisfy city ordinances, codes, best management practices, and the like. These requirements can be found in Chapters 57 and 60 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other MDOT and affected governmental agencies standard practices. In case a conflict arises between the various governmental agencies and City of Ann Arbor Standards, the City shall determine which standard(s) are to be followed.
16. Identify and prepare exhibit drawings for all easements and grading permits that will be required to construct the Preferred Alternative. This is to include technical assistance and preparation of the exhibit drawings in an 8½" x 11" format, as required and directed by the City. It is expected that the areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.
17. Coordinate all elements of the design with all affected parties, including, but not limited to; the WCWRC; MDEQ; various City Departments; University of Michigan; Ann Arbor Public Schools; private utility companies; other formal and informal committees; and, the public in general.
18. Schedule and chair design progress meetings to be held on a monthly basis. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute typed meeting minutes for all progress and coordination meetings.
19. Any other items that the Consultant feels are necessary to complete the work as detailed in this request for proposal.

Design Details

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

1. Drainage - Provide enclosed conduit drainage systems, storm water infiltration devices, and/or storm water detention facilities in order to adequately convey the chosen storm water event.
2. General Design Standards - Incorporate the City of Ann Arbor Public Services Department Standard Specifications (current edition); WCWRC Standards; 2012 MDOT Standard Specifications for Construction; MDEQ Permitting regulations; ADA accessibility standards; and, the City of Ann Arbor Code of Ordinances.
3. Water main(s), Sanitary Sewer(s), and Storm Sewer(s) - The design of any proposed or relocated facility shall be designed in accordance with the City of Ann Arbor, Public Services Area, Standard Specifications and as directed by the City.
4. Roadway and Sidewalk Replacement Plans - All roadway and sidewalk replacements shall be detailed to a 30% plan completion level that includes roadway centerline elevations, curb elevations as measured at the edge of metal, roadway longitudinal and transverse grades, sidewalk and sidewalk ramp spot elevations, and longitudinal and transverse grades, any other large miscellaneous paved areas, and other areas as directed by the City. These drawings shall be drawn at scales as approved by the City, but in no case shall they be smaller than 1" = 20'.

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

5. Soil Erosion, Grading, Tree Planting, Natural Features Protection Plans, and other miscellaneous Plans - These plans shall be prepared to a 30% plan completion level in accordance with the appropriate Chapters of the City of Ann Arbor Code of Ordinances, and as approved by the Project Manager and/or the appropriate City Departments.
6. Soil Investigation - The Consultant shall employ a qualified geotechnical engineer to perform a detailed, comprehensive, soil investigation, the cost of which shall be detailed separately in the proposal. Soil borings shall be taken at frequencies as determined by the Consultant, and as agreed to by the City, all as necessary to ensure an adequate representation of site soil conditions and anticipated limits and depths of permeable soils.

The Consultant shall prepare a soil boring plan which details the location and depth of each soil boring planned to be taken. The depth of all soil borings shall be approved by the City.

All soil borings shall be performed to a depth of at least 5' below any proposed structure or utility.

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

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

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

7. Pavement Structural Design - The replacement pavement(s) shall be designed in accordance with the "Guide for Design of Pavement Structures" as published by AASHTO and the City of Ann Arbor Design Standards. The pavements shall be designed for a service life of 20 years.
8. Maintenance of Traffic - The construction of the roadways and utilities associated with this project will be performed under traffic. Provide schematic maintenance of traffic strategies that follow the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor. The schematic traffic control plans shall be prepared with the intent of ensuring the efficient, safe, and orderly maintenance of vehicular, pedestrian, and bicycle traffic throughout the project and around the construction staging areas.

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

9. Right-of-Way Requirements - Identify and prepare exhibit drawings for all easements and grading permits that will be required to construct the Preferred Alternative. This is to

include technical assistance and preparation of the exhibit drawings in an 8½" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.

10. Coordination of Design - The Consultant shall coordinate all elements of the design with all affected parties, including, but not limited to; MDEQ, various City Departments, University of Michigan, WCWRC, Private Utility Companies, other formal and informal committees, and the public in general.
11. Monthly Progress Mtgs./Meeting Attendance - Schedule and chair design progress meetings to be held on a monthly basis. This is to include a design kick-off meeting in which all parties affected by the design and construction of the project are invited to attend. Prepare and distribute typed meeting minutes for all progress and coordination meetings.

INFORMATION AVAILABLE

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

Consultant's Proposal

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

The outline at a minimum shall address:

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

SECTION III

MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

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

C. Proposed Work Plan – 30 points

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

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

D. Fee Proposal - 20 points

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

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

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

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

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

SECTION IV
ATTACHMENTS

Attachment A – Generalized Snyder-Edgewood Avenues Storm Sewer System Layout

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

Appendix A - Sample Professional Services Agreement



City of Ann Arbor

4/26/2018

NOTE:
SANITARY SEWERS AND WATER MAINS
HAVE BEEN OMITTED FROM THIS
DRAWING FOR CLARITY

**SNYDER AND EDGEWOOD AVENUES AREA
STORM WATER IMPROVEMENTS PROJECT
GENERAL STORM SEWER SYSTEM DIAGRAM**

FILE NO. 2018-034

SCALE: 1" = 300'

STATE LAW ACT 174
3 WORKING DAYS
BEFORE YOU DIG
DIAL TOLL FREE
1-800-482-7171 OR 811



FOR TERMS AND CONDITIONS OF THIS MAP,
PLEASE SEE WWW.A3GOV.ORG/TERMS
FOR MORE INFORMATION.
CITY OF ANN ARBOR ENGINEERING
3:56:25 PM 4/26/2018

ATTACHMENT "A"



**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

_____ Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/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 \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT E



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.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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 F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019

\$13.22 per hour

If the employer provides health care benefits*

\$14.75 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**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR

FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

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

with its address at _____
agree as follows on this _____ day of _____, 20____.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

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

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or

liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

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

XIII. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 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; name of insurance company; name and address 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 shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.