## **REQUEST FOR PROPOSAL**

## **RFP # 961**

## Morehead – Delaware Pedestrian Bridge Design Project

# **City of Ann Arbor Project Management**



Due Date: January 28, 2016 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 1- GENERAL INFORMATION**

#### A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a Consultant to design a Pedestrian Bridge over Mallet's Creek between Delaware Drive and Morehead Court.

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

All questions regarding this Request for Proposal (RFP) shall be submitted via email. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Tuesday, January 19, 2016, at 3:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Igor Koltyar, P.E. at ikotlyar@a2gov.org

RFP Process and Compliance questions to Colin Spencer at 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 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.

To avoid any miscommunications, each Respondent must acknowledge in its proposal, all addenda which it has received, but the failure of a Respondent to receive or acknowledge receipt of any addenda shall not relieve the Respondent 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.

## C. PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

## 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. Each total submittal should not be more than 50 sheets (100 sides), not including required attachments. 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. An evaluation committee comprised of primarily 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 consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held in February 2016. 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 Procurement Unit on, or before, **January 28, 2016 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
- five (5) additional proposal copies
- one (1) digital copy of the proposal on a flash drive, preferably in PDF format

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

two (2) originals 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: "<u>RFP No. 961 – Morehead – Delaware Pedestrian Bridge Design Project</u>" 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 P.O. Box 8647 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 9:00 a.m. to 3:00 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:

- 1. The fee proposal is not contained within a separate sealed envelope.
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.
- 3. The forms provided as Attachment B City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment C City of Ann Arbor Living Wage Declaration of Compliance, Attachment D Vendor Conflict of Interest Disclosure Form of the RFP Document 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.

## 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. HUMAN RIGHTS REQUIREMENTS

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 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. 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.

#### N. 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 Date

Written Question Deadline January 19, 2016 at 3:00 p.m. Proposal Due Date January 28, 2016 at 2:00 p.m.

Tentative Interviews (if needed) February 2016

Selection TBD

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

## O. IRS FORM W-9

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

## P. 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.

## <u>SECTION II – BACKGROUND AND SCOPE OF WORK</u>

Work for all three tasks is within the City of Ann Arbor, in Washtenaw County, Michigan. The City of Ann Arbor is located in eastern Washtenaw County and is bordered by Interstate Highway 94 (I-94), US Route 23 (US-23), and Michigan Route 14 (M-14) which are all the major highways linking Ann Arbor to other Michigan cities.

## A. BACKGROUND

## 1. Location and Setting

When the Lansdowne neighborhood was built in the 1960s and 70s, the developer put three weirs across Malletts Creek. A simple wooden bridge was built on one of the weirs to allow residents to walk between Morehead Court and Delaware Drive. The City maintained this pedestrian bridge until it was removed in 2010 due to safety concerns associated with the weir upon which it sat. The three weirs are owned by Lans Basin, Inc.

The City indicated that replacement of the bridge could not be considered until Lans Basin, Inc. addressed repair and replacement of the weir. Further, the City indicated that, to avoid a similar situation in the future, the weir would need to be relocated away from its original position so that the new bridge could rest on it is own superstructure. Lans Basin, Inc. reported that weir replacement was completed in 2015.

Access to the site is very limited due to close proximity of homes. The land is almost entirely private, with only a 12' wide public Pedestrian Walkway strip providing for access to the bridge and path. This Pedestrian Walkway strip begins on Delaware Drive, runs between houses at 2331 and 2335 Delaware Drive, crosses a drain easement under the control of the Washtenaw County Water Resources Commission (a portion of Malletts Creek), and then passes between houses at 1170 and 1210 Morehead Court. The strip contains concrete sidewalks leading from the streets to the bridge location. Construction efforts will almost certainly require temporary easements on private property as well as removal of fencing and decorative planting.

## 2. Engineering Design Parameters

While the primary goal is to design a pedestrian bridge over Malletts Creek between Morehead Court and Delaware Drive, other important guiding design parameters include:

- Addressing pedestrian, bicycle, and vehicular safety
- Utilizing LRFD design methodology to assure that the bridge is able to support the appropriate live load including City maintenance equipment.
   The selected consultant will be provided with detailed information

- regarding equipment's size and loading configurations
- Proposing initial alternative conceptual designs that take into account the limitation of site and accessibility before proceeding with design of the City preferred alternative
- Performing a hydraulic analysis of this segment of Mallets Creek to sufficient degree to insure that the bridge structure will be above the 100 year flood plain level with at least 1 foot of freeboard
- Providing accessibility for the disabled in accordance with applicable ADA requirements

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

## B. Scope of Work

The City is seeking proposals from qualified, professional engineering, consulting firms to perform the necessary tasks to complete the design and preparation of plans and specifications in accordance with City of Ann Arbor standards to competitively bid and construct the Morehead – Delaware Pedestrian Bridge Design Project as described below. Improvements are slated for spring 2017 construction.

In general, the following items will need to be addressed by the consulting firm in accordance with Section III of this request and the project schedule detailed in Subsection N.

- 1) The Consultant shall manage all aspects of the project design up to the award of the construction contract 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 Project Manager must ensure the timely and cost-effective delivery of the project design, as well as provide oversight and review of all project deliverables. The Project Manager will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are seamless, detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor and any other agencies having jurisdiction over any aspects of the project.
- 2) Prepare a complete, detailed, ground survey of the entire construction influence area. This may be augmented by aerial photography; however, aerial photography will 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 proposed scope of work:
  - Locate all trees 6" in diameter or greater and provide the 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
- Establish and define the existing Right-of-Way for all areas that are directly affected, or may be affected, by the project as well as the limits of the 12" wide platted public Pedestrian Walkway strip
- Coordinate with City of Ann Arbor personnel such that any necessary title work and/or appraisals can be obtained for the purposes of right-of-way and grading permit acquisition (Note: the City of Ann Arbor will obtain any needed title work and appraisals required for the project)
- Locate all existing property irons and monuments within the survey limits
- 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
- 3) Establish all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and, if Special Provisions will be required, that they are satisfactorily detailed to describe the work.
- 4) The Consultant shall also prepare all necessary permit applications (including all required supporting materials) from all approving agencies including, but not limited to, the MDEQ, MDNRE, and Washtenaw County Water Resources Commission (WCWRC.)
- 5) 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, roads/bridges that are not to be used by the contractor, etc.).
- 6) 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 either foundation units or retaining walls, and all other project elements.
- 7) Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. This task includes obtaining record drawings as needed from private utility companies.
- 8) If required, coordinate all aspects of the proposed work with private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design, of the bridge, 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.
- 9) All plan sheets shall be drawn and prepared in accordance with City of Ann Arbor Public Services Area Drafting Standards. All scales shall be approved by the City of Ann Arbor Project Management Services Unit. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). The City is using AutoCAD 2015 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.
- 10) The City of Ann Arbor shall be provided with one portable flash drive containing all drawings, specifications, and cost estimates upon completion of the project's design.
- 11) Prepare visual aids for and attend up to least three public meetings
- 12) Coordinate the design of the project with other City Departments, City Council, and other formal and informal committees as necessary.
- 13) Prepare complete, detailed, and accurate construction plans and specifications in order to satisfactorily complete the project.
- 14) Provide the design of retaining walls, railings, and/or guardrails, as necessary, to construct the planned bridge and sidewalk alignments.
- 15) Prepare all associated plans necessary to meet pertinent City of Ann Arbor requirements. These might include Natural Features Protection Plans, Soil

Erosion and Sediment Control Plans, Grading, Landscaping, and Planting plans or any 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 standard practices.

- 16) Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding recordable, exhibit drawings in an 8½" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.
- 17) Any other items that the Consultant feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications.

## C. Communication and Community Engagement

Community engagement is a fundamental element of the Morehead – Delaware Pedestrian Bridge Design Project. A community engagement process to allow affected stakeholders the opportunity to provide input is required. An effective community engagement proposal should ensure that community interests are taken into consideration throughout the design and study process, and that community values are reflected in the final work products.

Consultant shall propose and devise public awareness and involvement strategies throughout the course of the design of the project, including, but not limited to; public meetings; stakeholder meetings; project website; citizens advisory committee, informational flyers; e-mails; mass mailings; and, other information sharing techniques as proposed by the Consultant team. The Consultant must effectively communicate the purpose and the benefits of the project with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies. This requires the services of a professional(s) experienced in the preparation and execution of communications plans and making presentations to various groups.

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

Respondents should organize their Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal by Task (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. <u>Professional Qualifications – 20 points</u>

- State the full name and address of your organization and, if applicable, the branch office or other subordinate 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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
- Include the number 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 individuals who will do the work on this project by name and title including any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and resumes of all subconsultants shall be included.
- 3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

## B. Past Involvement with Similar Projects - 25 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the

budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

## C. Proposed Work Plan – 35 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP.

The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

## D. Fee Proposal - 20 points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. The fee quotation should be broken down separately for each task. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

## E. <u>Authorized Negotiator</u>

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

## F. Attachments

The following forms must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission:

- Non-Discrimination Ordinance Declaration of Compliance (Attachment B)
- Living Wage Ordinance Declaration of Compliance (Attachment C)
- Vendor Conflict of Interest Disclosure Form (Attachment D)

## PROPOSAL EVALUATION

An evaluation committee composed of City staff will evaluate each proposal by the above described criteria and point system (A, B and C, based on 85 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which 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 further consideration. The City may contact references to verify material submitted by the Respondents.

Interviews with the selected firms will be scheduled if deemed necessary by the City. At the interviews, the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal if opened prior to interviews. The interview must include the project team members expected to complete a majority of work on the project. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

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 PSA by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules alone.

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

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

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

## **SECTION IV - ATTACHMENTS**

Attachment A: - Legal Status of Respondent

Attachment B - Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

## ATTACHMENT A LEGAL STATUS OF RESPONDENT

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

| The Respondent is:   |
|--|
| <ul> <li>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.*</li> </ul> |
| *If not incorporated in Michigan, please attach the corporation's Certificate of Authority   |
| <ul> <li>A limited liability company doing business under the laws of the state of<br/>, whom bearing the title of</li> </ul>  |
| whose signature is affixed to this proposal, is authorized to execute contract on beha of the LLC.   |
| <ul> <li>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.)</li> </ul>  |
| <ul> <li>An individual, whose signature with address, is affixed to this RFP.</li> </ul>   |
| 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.  |
|  |
| Signature  |
| (Print) Name Title   |
| Firm:  |
| Address:   |
| Contact Phone Fax  |
| Email  |

## ATTACHMENT B CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

#### **Non-Discrimination Ordinance**

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

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

#### The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

| Company Name                                 |  | -        |       |
|--|--|----------|-------|
| Signature of Authorized Representative       | Date                                       | -        |       |
| Print Name and Title                         |  | -        |       |
| Address, City, State, Zip                    |  | -        |       |
| Phone/Email address                          | -  |          |       |
| Questions about the Notice or<br>Procurement | the City Administrated City of the City of | <u> </u> |       |
|  | (734) 794-6500                             |          |       |
| Revised 3/31/15 Rev. 0                       | ` ,  |          | NDO-2 |

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvementh 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 \$12.81/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 \$14.30/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 (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                           |      |
|--|------|
| Signature of Authorized Representative | Date |
| Print Name and Title                   |      |
| Address, City, State, Zip              |      |
|  |      |

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

## **ATTACHMENT D**



## 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 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.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- 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.
- 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:

| Vendor Name   | Vendor Phone Number   |  |  |  |
|---|---|--|--|--|
|   |   |  |  |  |
| Conflict of Interest Disclosure *   |   |  |  |  |
| Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest. | ( ) Relationship to employee     ( ) Interest in vendor's company     ( ) Other |  |  |  |
|   |   |  |  |  |
| *Disclosing a potential conflict of interest does not disqualify potential conflicts of interest and they are detected by the Cit the City. |   |  |  |  |
| I certify that the information provided is true and correct by my signature below:  |   |  |  |  |
| Signature of Vendor Authorized Representative Date  | Printed Name of Vendor Authorized Representative                                |  |  |  |
| PROCUREMENT USE ONLY  |   |  |  |  |
| Yes, named employee was involved in Bid / Propo   | osal process.   |  |  |  |
| No, named employee was not involved in procure  | ment process or decision.   |  |  |  |

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

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www. a2gov.org/departments/city-clerk

<u>Intent</u>: 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.

<u>Discriminatory Employment Practices</u>: 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.

<u>Discriminatory Effects:</u> 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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at <a href="mailto:aahumanrightscommission@gmail.com">aahumanrightscommission@gmail.com</a>, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

<u>Private Actions For Damages or Injunctive Relief:</u> 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.

## ATTACHMENT F

## CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits\*

\$14.30 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 Mark Berryman at 734/794-6500 or mberryman@a2gov.org

Revised 2/19/2015 Rev.0 LW-1

## 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 ANNI ADDOD

| FOR   |
|---|
| The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron S Ann Arbor, Michigan 48103 ("City"), and   |
| ("Contractor") a(n) (State where organized) (Partnership, Sole Proprietorship, or Corporation)  |
| (State where organized) (Partnership, Sole Proprietorship, or Corporation)  |
| with its address at 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 throug any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.  |
| Deliverables means all Plans, Specifications, Reports, Recommendations, and other material developed for and delivered to City by Contractor under this Agreement   |
| Project means .   |
| Project means  Project name   |
| II. DURATION  |
| This Agreement shall become effective on, 20, and shall remain in effective 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. <u>Nondiscrimination</u>. 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. <u>Living Wage</u>. 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 Cityowned 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 | FOR THE CITY OF ANN ARBOR            |
|----------------|--------------------------------------|
| ByType Nam     | By                                   |
|                | 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

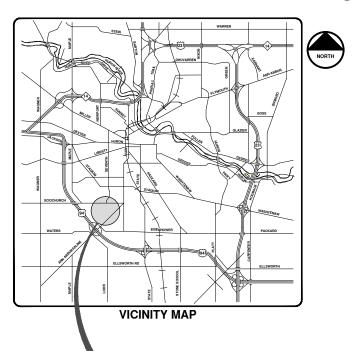
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional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

| Each occurrence as respect Bodily Injury Liability or |
|---|
| Property Damage Liability, or both combined           |
| Per Job General Aggregate                             |
| 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.

## Morehead-Delaware Pedestrian Bridge Design Project







CITY OF ANN ARBOR PROJECT MANAGEMENT SERVICES UNIT