

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



Ann Arbor Station Preliminary Engineering Services

RFP No. 981

Proposal Due Date: Monday, September 26, 2016
At or Before 10:00 A.M. (Local Time)

Prepared By:
Public Services Area

Issued By:
City of Ann Arbor
Procurement Unit
City Hall, 301 East Huron Street
Ann Arbor, Michigan 48107-8647

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Table of Contents	i
SECTION I	
General Information	1 thru 8
SECTION II	
Illustrative Project Scope of Work and Timeline	9 thru 20
SECTION III	
Minimum Information Required	21 thru 24
SECTION IV – Attachments	25 thru 31
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
APPENDICES	
Appendix A – Sample Professional Services Agreement	32 thru 42
Appendix B – Topographic Survey Requirements	
Appendix C – Michigan Department of Transportation, City of Ann Arbor Rail Passenger Station Contract	

**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The City of Ann Arbor is requesting proposals from professional consulting firms familiar with Michigan Department of Transportation, AMTRAK, and Federal Railroad Administration's (FRA) program requirements and able to provide a variety of site design, architectural and engineering related services to assist the City of Ann Arbor in further development of preliminary engineering plans related to the Ann Arbor Station. The goal is to develop the necessary complete Preliminary Engineering (PE) documents for the Ann Arbor Station project resulting in 30% design drawings and a completed USDOT TIGER or FRA Final Design (FD) Project Application. The services desired include but are not limited to: civil engineering design services; architectural services, traffic engineering and analysis; landscape architecture; completing federal transportation grant application and land surveying activities.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before 1:00 P.M. (Local Time), Friday , September 9, 2016 and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Eli Cooper, A.I.C.P. at ecooper@a2gov.org

RFP Process and Compliance questions to Colin Spencer, Purchasing Manager at cspencer@a2gov.org

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be received via email by ecooper@a2gov.org on or before September 9, 2016 by 1:00 P.M. (Local Time).

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this project.

D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to *a2gov.org* and *MITN.info* and it shall be the Respondent's responsibility to ensure they have received all addenda before submitting a Proposal. All addenda issued by the City shall become part of the RFP and will be incorporated in the Proposal.

Each Respondent must in its proposal, to avoid any miscommunications, acknowledge 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.

E. 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 Respondent. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 25 sheets (50 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Each person signing the Proposal is required to certify that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. The evaluation will be completed by a selection committee comprised of staff from the City of Ann Arbor and Michigan Department of Transportation, Office of Rail.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, 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 are expected to be held on or about October 10, 2016. Applicants will be expected to 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 Respondent's response shall be documented and included as part of the final contract.

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit c/o Customer Service on, or before, **Monday, September 26, 2016 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent **must submit in a sealed envelope one (1) original Proposal, four (4) additional Proposal copies, one (1) digital copy of the Proposal on USB flash drive, and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within respondent's sealed proposal.** Proposals submitted must be clearly marked: RFP No. 981 - Ann Arbor Station Preliminary Engineering and then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
c/o Customer Service Desk,
First Floor, Guy C. Larcom Building
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 on the Due Date and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped by the Procurement Unit 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 Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their

Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

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.

H. 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 Respondent's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included as Appendix A. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. **The City will not entertain changes to terms and conditions of the standard Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any and 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.

J. 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 E 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.

K. 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.

L. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor 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 Vendor Conflict of Interest Disclosure Form is provided herein.

M. 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, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

N. 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.

O. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The respondent must clearly

state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the respondent to the Purchasing Agent. The Purchasing Agent will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

P. 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 solicitation schedule for this procurement:

Activity/Event	Anticipated Date
Written Question Deadline	September 9, 2016 by 1:00 PM
Proposal Due Date	September 26, 2016 by 10:00 AM
Interview Consultants	To Be Determined (TBD),
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	TBD,
Expected City Council Authorization of PSA	TBD
PSA Execution, Award and Notice to Proceed	TBD

The above schedule is for information purposes only and is subject to change at the City's discretion. Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

Q. IRS FORM W-9

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

R. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal Respondent or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other prospective Respondent or to any competitor.
 - c) No attempt has been made or shall be made by the proposal Respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal Respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the Respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

S. 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 bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondents.

4. The City reserves the right not to consider any Proposal which 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 respondents 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 Request for Proposals, 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.

T. Federal Program Requirements

1. The Project will be primarily funded with a FRA grant awarded to MDOT and sub awarded to the City under the American Recovery and Reinvestment Act of 2009 through the FRA High-speed Intercity Passenger Rail (“HSIPR”) Program. This Project will also be partially funded with local funds contributed by the City. As such **all work** under the contract resulting from this RFP must be compliant with all appropriate Federal Funding and Reporting Requirements and completed prior to the end of **May 2017**. A copy of the MDOT/City Agreement is provided as Appendix C.

SECTION II BACKGROUND AND PROJECT DESCRIPTION

A. BACKGROUND

The City of Ann Arbor is currently working AECOM, its NEPA and Conceptual Design contractor, under guidance by and in coordination with MDOT and FRA. The current project is entering the NEPA Environmental Assessment (EA) phase of effort. It is expected there will be four potential design alternatives entering the Environmental Review. The four design alternatives are located at two build alternative sites and consist of four different and unique options. This project is intended to commence prior to completion of the FRA issuance of a FONSI allowing preliminary activities to begin while the EA review is being completed. The proposed Ann Arbor Station (AAS) Program and the four conceptual design drawings for the design alternatives can be found on the Ann Arbor Station website. Once FRA authorization to proceed is granted for a specific location, the project will begin in earnest. Efforts prior to FRA's determination will be limited to development of scope elements including but not limited to drafting of public engagement plan and non site specific activities.

Additional materials available to assist the project team to be provided includes:

- All technical materials and reports compiled for the purpose of the conceptual planning and environmental review.
- City's GIS Information/Datasets
(<http://www.a2gov.org/services/data/Pages/default.aspx>)
- As-built plans for adjacent public streets and city utilities (storm, sanitary, drinking water)
- Site specific materials related to prior City projects including but not limited to the Broadway Bridges and the Fuller Road Interceptor Improvement project .

Project Timeline and Funding Availability

The Project will be primarily funded with a FRA grant awarded to MDOT and sub awarded to the City under the American Recovery and Reinvestment Act of 2009 through the FRA High-speed Intercity Passenger Rail ("HSIPR") Program. This Project will also be partially funded with local funds contributed by the City. As such **all work** under the contract resulting from this RFP must be completed prior to the end of **May 2017**.

B. PROJECT DESCRIPTION

The City is seeking professional services to prepare Preliminary Engineering documents for a new or enhanced intercity railroad passenger station/intermodal facility in the City of Ann Arbor. This contract is intended to follow completion of the Federal Railroad Administration's (FRA) National Environmental Policy Act (NEPA) review. The Project will include continuation of the project development process through the completion of a set of complete preliminary station design drawings and all forms necessary to complete a USDOT TIGER Grant or FRA Final Design Grant Application. The project will be completed under Grant Agreement with the Michigan Department of Transportation ("MDOT") and Federal Railroad Administration ("FRA") and will include federal and state agency review as well as public outreach and engagement. The respondent should have familiarity and experience with design development activities related to federally-funded rail projects with an active and engaged citizenry.

1. Preparation of Preliminary Engineering plans and specifications in support of the development of Ann Arbor Station. Services may include civil engineering and structural design work, preparation of preliminary plans and cost estimates, necessary field work, drafting, design, surveying, project management and other civil engineering related work as needed.
2. Landscape architecture design and for the above referenced project, which may include preparation of plans and specifications, tree inventory and assessment, coordination and communication with the public.
3. Engineering reports, studies and preliminary plan documents on a variety of subjects including but not limited to roadway access and improvements, rail infrastructure systems, utility evaluations and recommendations.
4. .Architectural Design activities for the station, the intermodal facility, transit operational areas and other elements
5. Coordination, facilitation and/or attendance at project-related meetings, such as agency coordination, public engagement, and design review meetings.
6. Preparation of application for Final Design/Construction grant.
7. Coordination with other City service areas, MDOT, FRA, local agencies, private utility companies, and members of the public.

C. ILLUSTRATIVE PROJECT SCOPE OF WORK AND TIMELINE

The Following is an illustrative Scope of Work and is not intended to be comprehensive or prescriptive. Proposals are encouraged to develop a proposed Project Scope reflecting their understanding of the Preliminary Engineering (PE) project and the efforts needed to allow for Final Design efforts that will follow. The materials provided below are offered solely to provide an example of the areas indicated.

A detailed work plan should be submitted 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 and deliverables. The work plan shall define resources needed for each task in the proposed 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.

Task 1 - Project Initiation

Following execution of a contract an initial project initiation meeting will be held. This meeting will include review of the status of the project activities related to the project including but not limited to leading site(s), Environmental Review, current project issues and address the “hand-off” off of information and materials with the NEPA contractor to assure seamless transfer of information, effort and responsibility.

Following the contract initiation meeting, the selected contractor will prepare a “no cost” detailed scope of work including timeline, key activities, milestones and estimated budget consistent with this RFP. Roles and responsibilities of the City and contractor will be discussed in the scope of work. Once the scope has been accepted and notice to proceed issued, a project kick-off meeting, the first regularly scheduled progress meeting, will be scheduled and conducted.

Task 1 Deliverables:

- Following the project initiation meeting, a meeting summary report indicating updated timeline with milestones for transfer of information, if any, details of timing for the development of the detailed scope of work based on the signed contract and proposed dated for project Kick-off meeting.
- Complete no-cost detailed work plan for review and acceptance by the City and approval by the FRA
- Kickoff meeting with City staff to discuss project’s scope of work, overall team goals and proposed tasks and timelines. Coordination will include discussion of site access requirements and other appropriate matters.
- Written summary of kickoff meeting including copies of meeting agenda, notes, and materials introduced.

Task 2 - Public Participation

It is anticipated the contractor will continue to engage the public in the project planning and design process to assure public input and produce a Project that is responsive to the requirements of the City, MDOT, and FRA, and the community's values and desires. The scope assumes at least three scheduled opportunities for public engagement during the PE phase of work. The initial meeting(s) will be following project initiation to introduce the PE Team, advise the community of the PE scope of work and hear interests expressed by the public. This meeting is assumed to be held during the fall of 2016. The second meeting(s) will be to review progress and accept additional public input, assumed timeframe is mid-winter, early 2107. The third meeting will be to share draft final concepts and plans and gather additional public feedback on the emerging concepts. This meeting is anticipated to occur in spring 2017. In addition to public meetings, communication mechanisms include maintenance of the Project website, e-newsletters, and other techniques deemed appropriate. Project-related communications materials are to be produced and distributed at appropriate milestones.

City Council, Planning Commission and other policy bodies such as the Parks Advisory Commission input will be solicited at their meetings at appropriate milestones in the Project. These meetings allow for key stakeholder involvement and allow input into the planning and design phases. Policy forums may also serve as an opportunity for the general public to engage in the Project.

A detailed timeline with associated communication and public input opportunities should be developed. All materials are to be provided in a manner consistent with FRA worksheets for work plan development. Coordination efforts with MDOT, Amtrak, and the FRA, as required, should be included on the preliminary timeline

Subtask 2.1 Public Involvement Plan

The contractor will develop a Public Involvement Plan ("PIP") consistent and based upon the City's Public Engagement Toolkit. The PIP will define the goals and objectives of the public involvement effort, identify key stakeholders including existing Citizen Work Group and leadership Advisory Committee membership, and discuss the public involvement techniques and public participation materials that will be used, such as e-newsletters, fact-sheets, graphical displays, etc. Based upon the schedule of Project milestones, a public involvement matrix will be developed to address methods proposed for the conveyance of information. The matrix will help guide and focus the various stages of the outreach effort.

Subtask 2.2 Stakeholders

The contractor will undertake an effort to build upon and further the ongoing

outreach program including all the appropriate stakeholders. The contractor will work with information gathered from the AECOM team and City staff to establish an updated stakeholder database, which will include City Staff, the Ann Arbor Area Transportation Authority (“AAATA”), appropriate community groups, organizations, and individuals that have expressed an interest in staying informed.

Subtask 2.3 Public Meeting Structure and Schedule

The contractor will conduct all meetings with the general public. This scope assumes at least three opportunities to engage the public. They include project initiation, input for design development, and upon completion of the PE Task to present results and identify next steps. The contractor will provide technical background, visual aids and on-site assistance as needed. Meetings with the general public and other identified groups should be designed and scheduled to facilitate information exchange and listening opportunities at key intervals throughout the process.

The Contractor shall be responsible for the cost of all public engagement meetings throughout the Project as part of the Project budget. The City, MDOT and/or FRA will approve all public meeting materials prior to public release.

A suggested list the types of meetings that the contractor will be asked to schedule is as follows:

- Agency
- Stakeholder
- Public workshops
- Policy bodies, including elected and appointed officials, City Council, Parks Advisory Commission, City Planning Commission, etc.

For most major public meeting cycles, two separate meetings should be held at different times during the day with identical format and materials to maximize opportunity for members of the public to participate.

Subtask 2.4 Project Website

A Project website is hosted on the City’s web page will be utilized by the public as a means of providing and obtaining information about the Project. Many members of the public are familiar with the website structure, so consistency should be maintained to encourage its use as a valuable communication tool. Additional pages, links and topics could be added to the website and maintained by the contractor to provide a continued source of up-to-date postings about current Project information, meetings and events, opportunities for involvement and avenues for comment. Interactive capabilities will be maintained to enable

the public to ask questions, help identify issues, express concerns, review and comment on documents.

Task 2 Deliverables:

- Updated Stakeholder database.
- Support materials for all Project-related meetings.
- Provide information for placement on the Ann Arbor Station webpage on the City's website.
- Project e-newsletter, if included in scope (web-based and 100 hard copies).
- Other public involvement tools and programs as needed.
- Minimum of three Project-related public meetings and presentations to policy bodies as outlined in subtask 2.3 above.

Task 3 Preliminary Engineering

Task 3: Preliminary Engineering (PE) (30% Design)

The City's engineering subcontractor will complete PE for the City, MDOT and FRA review and approval in support of a future Final Design and Construction Project. PE will consist of the preparation of all design development and construction project delivery documentation necessary to demonstrate the effectiveness, feasibility, and readiness of the anticipated construction project. The final deliverable(s) of this task shall be in accordance with the City's Site Plan submittal requirements.

Subtask 3.1 Preliminary site and civil infrastructure Investigations

- Survey
 - Topographic, horizontal and vertical alignment
 - Sealed survey of site by registered professional
- Geotechnical study
 - Soil type/borings
 - Phase 1 Environmental site Assessment
- Identification of all natural features (woodland, wetlands, landmark trees, watercourses, steep slopes, floodplains, and/or endangered species habitat)
- Determine Development footprint
 - Identify all set back lines

Subtask 3.2 Preliminary site design and utility investigations for development of project

- Project limits of work
- Site layout and grading plan
- Utility locations and proposed relocation needs
- Drainage and storm water mitigation design, emphasis on Low Impact techniques
- Natural features impacts and alternative analysis

- Develop natural feature protection and/or mitigation plans (if applicable)
- Access drives including internal vehicle circulation. Separate Transit, Auto and non-motorized to the degree practical
- Erosion and sedimentation control
- Landscape and streetscape plans
- Loading areas including waste receptacles
- Photometric Plan
 - Including illumination levels, fixture locations and details of fixtures

Subtask 3.3 Architectural services

- Determine and prepare necessary architectural/building detail necessary for completion of 30% PE phase aimed at obtain LEED certification relying on sustainable design techniques.
- Prepare preliminary architectural plans for station and associated elements
 - Program development, consistent with geotechnical work and foundation requirements
 - Structural schemes
 - Elevations
 - Floor plans
 - Roof plans
 - Building sections
 - Typical wall sections
 - Details
 - Lighting plan
 - Renderings
 - Vertical access plans
 - Restroom locations
 - Fire protection systems
 - Site identification Signage
 - Others

Subtask 3.4 Electrical, Signal and communication systems

- Define all systems
- Equipment locations
- Fiber optics
- Telephone
- Passenger information
- Emergency communication, i.e. telephone
- Security cameras
- Fire detection
- Cable systems
- Lighting, internal and external

- Alternative emergency power
- Others

Subtask 3.5 Preliminary Mechanical and electrical plumbing Plans

- Set of preliminary mechanical, electrical and plumbing plans that include:
 - Use of sustainable methods and techniques
 - Elevator, escalator, stair, ramp systems
 - MEP Equipment
 - Layout
 - Details
 - Fire protection
 - Emergency egress circulation
 - Definition of emergency power and system redundancy

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Subtask 3.6 Additional Elements Engineer's Services

- Community Analysis
 - Impact on surrounding development, air and water quality; natural features; historic sites or structures
- Transportation Study
 - Traffic impact analysis
 - Site access and infrastructure Improvements
 - Autos – parking, drop-off
 - Transit
 - Taxi and Shuttle staging
 - Pedestrian, including bridge linkages
 - bicycles
 - Infrastructure improvements to facilitate access, based on EA
 - Transit AAATA/UM
 - Intercity bus
 - AMTRAK
 - Others
 - Non-motorized
- Rail Infrastructure Elements (to be coordinated with MDOT Office of Rail?)
 - Track improvements
 - Switches
 - Signals
 - Communication Systems
 - Amtrak compliant high level platform(s)
 - other
- Intermodal facility
 - Automobile Parking

- Short Term Parking (including kiss and ride, taxi waiting and shuttles)
 - Transit Intermodal Operations Areas
 - Bicycle Parking
 - Safe and efficient pedestrian facilities
- Preliminary Structural Engineering
 - Elevated station platform
 - Multi-deck parking garage consistent with program
 - Typical circulation and access sections
 - Typical vertical circulation stairs, etc.
 - Internal pedestrian circulation
 - Engineering support for environmental impacts
 - Potential for full service bicycle center

Subtask 3.7 Explore possible joint development

- Economic feasibility
- Potential partners
- Coordination with adjacent property owners

Subtask 3.8 Art Integration

Subtask 3.9 Construction Project Cost Estimate:

City's engineering subcontractor will prepare a preliminary Construction Project cost estimate consistent with the PE design and specifications. The Construction Project cost estimate will be presented in a format acceptable to FRA and will encompass all costs that Project Team anticipates will be incurred to implement the Construction Project following completion of PE (including all final design and construction costs). The Construction Project cost estimate will incorporate an appropriate allowance for cost risk and uncertainty associated with the Construction Project commensurate with its stage of development through inclusion of a cost contingency.

Subtask 3.10 Financial Planning Documentation:

City's engineering subcontractor will prepare financial planning documentation demonstrating how the implementation of the Construction Project would be financed following completion of PE. On the basis of the Construction Project cost estimate, the minimum requirements for the financial planning documentation are listed below.

- A cost-loaded schedule depicting the cash outflow forecast for the Construction Project by calendar quarter, in both base year and "year of expenditure" (i.e., inflation-adjusted "nominal") dollars.
- A description of the inflation assumptions used to arrive at the year of expenditure values.

- A description of the degree to which funding for the implementation of the Construction Project has been committed and a description of the risks associated with the availability of the other sources of funding.
- A description of other financing risks associated with the Construction Project, including cost risks represented in the cost estimate and schedule risks represented in the schedule.
- A description of City's plan for financing any cost overruns, including addressing the availability of the sources of funding that may be used to finance overruns.
- A description of how operating and maintenance costs of the Construction Project will be financed.

Subtask 3.11 Construction Project Implementation Schedule:

City's engineering subcontractor will prepare a Construction Project implementation schedule consistent with the preliminary track and signal design and specifications. The Construction Project implementation schedule, including final design, will be presented in a format acceptable to FRA and will incorporate an appropriate allowance for Construction Project schedule risk, either through inclusion of a schedule contingency or through another method approved by FRA.

Subtask 3.12 Construction Project Benefits Estimate:

City's engineering subcontractor will estimate the type and magnitude of benefits to intercity passenger rail service and other benefits that would result from the Construction Project.

Subtask 3.13 Project Management Documentation:

City's engineering subcontractor will prepare Construction Project management documentation for the implementation of the Construction Project following completion of PE. The Construction Project management documentation will identify the stakeholders involved in the Construction Project's implementation and describe their respective roles, responsibilities, capabilities, capacities, and mechanisms through which these parties will interact with one another and will demonstrate that The City has the adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, and job descriptions.

Task 3 Deliverables:

Meeting summaries for all task related meetings

Completed Set of all materials

Complete Federal Grant Application TIGER or FRA Final Design

4. Project Management

Subtask 4.1 Project Management Approach

The Contractor, City, MDOT and FRA teams will have regular communication during the start-up period of this Phase of the project, at all major milestones on the schedule and to meet reporting and accounting requirements of the Grant. The City anticipates weekly scheduled conference calls with the MDOT Office of Rail and FRA to guide the preparation of the PE documents. The City may appoint a team of project managers to oversee the execution of the scope of work outlined in this Detailed Work Program. The project manager team may include Public Services Area Staff and/or a to be determined contractor retained for such purpose. Eli Cooper will manager overall interaction with MDOT and FRA. TBD will assume the lead position to oversee engineering efforts as the project enters into Task 4, the project manager is responsible to monitor project quality, budget, and progress and keep records of work on this project. Project team meetings and management team briefings will occur monthly or more frequently when needed, depending on the project activity level. The City will disseminate information about the project to the community via postings on a project website, updates delivered via the City's Gov Delivery system email broadcast system, social media site as appropriate, press releases and scheduled public outreach meetings.

Regular project team meetings will enable the City's Project Manager to oversee efforts during all phases of the project, at major milestones on the schedule and to meet reporting and accounting requirements of the grant. Regular meetings and monthly reporting will enable monitoring of work quality, adherence to budget and schedule. Communication and meetings with the City Attorney's Office will be as needed to complete the necessary agreements

Task 4 Deliverables:

- QA/QC review of all contractor deliverables.
- Prepare and distribute meeting minutes for all progress and coordination meetings.
- Completed set of all required documentation.
- Completed Federal Grant application

Proposed TIMELINE

Preliminary Engineering	Completion
RFP for PE Phase	August 2016
Selection Process	September 2016
Contract to Council	TBD 2016
Notice to Proceed	TBD 2016
Preparation of PE Drawings and Specifications	April 2017
Construction Project Cost Estimate	May 2017

Financial Planning Documentation	May 2017
Construction Project Implementation Schedule	May 2017
Construction Project Benefits Estimate	May 2017
Construction Project Management	May 2017
Public Involvement	May 2017
Final Design Grant Application	May 2017

**SECTION III
MINIMUM INFORMATION REQUIRED**

C. REQUIREMENTS

1. Available licensed professional engineers. Architects, landscape architects and other experts with knowledge, skills and experience necessary to successfully complete this assignment in the time allotted.
2. Ability to work effectively with the City's Systems Planning and Project Management staff with respect to any of the project planning, public engagement and project technical services required by the City.
3. Ability to work effectively with the public and the public agencies.
4. Ability to work with MDOT, FRA, local, state and regional transit providers, private developer, other consulting engineers, builders, contractors, property owners, and the public in general.
5. All deliverable documents must be submitted in hard copy (3 copies of each). The City reserves the right to request submissions in appropriate electronic formats to be specified by the City (e.g. CAD, pdf, jpg, or other working formats).

Respondents 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 (Non-Discrimination Declaration of Compliance Form, Living Wage Declaration of Compliance Form and Conflict of Interest Disclosure Form)

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 – 30 points

1. 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 whether it is licensed to operate in the State of Michigan.

2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

This should include a description of the respondent's knowledge and experience with:

- Site Planning, Civil Engineering and Architectural Design
- FRA, MDOT and Amtrak rail system and station design guidelines
- Intermodal facility operations
- Traffic engineering and transportation planning
- Public engagement

3. Include the name of the professional personnel by skill and qualification that will be employed in the work, and specify the person that will act as the project manager and point of contact for the City. 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 different types of work that may be assigned. Resumes and qualifications are required for all proposed project personnel, including all subconsultants. Qualifications and capabilities of any subconsultants must also be included.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. This should include a description of past experience in: preparation of engineering documents for FRA - funded projects, railroad station and associated element design and managing public projects with substantial public involvement

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 required with this section. 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

A detailed illustrative work plan should be submitted which lists all tasks determined to be necessary to accomplish the Project. The work plan shall include all of the objectives and tasks to complete this project. 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. All project elements suggested by the respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as respondent-suggested elements. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

The work plan and timeline may be subject to revision upon award of a contract. Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 10 points

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

A sample of the required Professional Services Agreement is included Appendix A.

E. Authorized Negotiator

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. Proposal Evaluation

A selection committee composed of City and MDOT Office of Rail staff will evaluate each proposal by the above described criteria and point system (A through C, based on 90 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. The interview must be the person who will be Project Manager and project team members expected to complete a majority of work on the project. The interview shall consist of a presentation of up to thirty (30) minutes by the Respondent, followed by up to forty-five (45) minutes of 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 contract 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 consultants 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.

Contract Award

Contractual arrangements will be established on a cost plus fixed fee basis. The successful respondent must be prepared to provide necessary data to support all costs associated with Project expenditures as stated in this Section.

SECTION IV ATTACHMENTS

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] *No. of employees* ____
The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/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 \$14.43/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
Revised 2/17/16 Rev 0

LW-2

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
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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; margin: 2px 0;"/> <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

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

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](http://www.a2gov.org/departments/city-clerk)

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 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 (hrc@a2gov.org), by phone (734-794-6141) 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.

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.

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 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.

XVI. 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

Howard S. Lazarus
City Administrator

Craig Hupy
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.

APPENDIX B – Topographic Survey Requirements

A. Data collection:

- i. State Plane Coordinate system and City of Ann Arbor datum is to be used. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
- ii. All topographic features on a project site will be located. This includes man-made and natural terrain features that the surveyor will come across. Elevation data will be obtained as needed for sufficient project design, quantity computations and drainage studies.
 1. Locate all surface features within and a minimum of 25' beyond the right-of-way along a street.
 2. All public and private utilities located and identified.
 3. Driveways - locate to a minimum of 40 feet beyond right-of-way or sidewalk for grading design.
 4. Intersecting streets - Sidewalks to a sufficient distance beyond first driveway/lead walk; minimum 20 feet. Roadway to 200 feet from intersection.
 5. Curb ramps should have all 4 corners of the "turning space" and 10 adjacent flags of the walk transition located.
 6. Sufficient ground elevations for creation of a digital terrain model (DTM) for one (1) foot contours, including around curb radii and through intersections.
 7. Survey feature lines, 3D break lines, shall be included as part of the final digital submittal.
 8. All ground door locations and elevations are to be included survey and shown pictorially in the base drawing (typical in areas where buildings are at or near ROW).
 9. Retaining walls (top and both sides at bottom) and steps (top and bottom steps, at both ends of each) are to be included.
- iii. Surface and underground drainage information is to be assembled by the surveyor. The surveyor should obtain record plans of any City utilities crossing the project and report any observed differences, and potential drainage problems.
 1. The composition, size, and invert elevation of each pipe at each drainage structure is required for design of improvements in critical areas.
 2. The construction type and condition of each structure and connecting pipe shall be fully described. Connections between manholes and catch basins must be determined.

3. The location of all structures and drainage pipes, as found, are to be shown on a base map. Prepare separate, hard-copy, 1=20' scale plots to show measurements of underground storm drain systems and include with the project notes. Show direction of pipe flow.
 4. Include type and size of structure, measured casting elevations, measured invert elevations of sewers, and top of pipe elevation for water main.
 5. Obtain structure and connecting pipe information outside the project limits; locate nearest downstream/upstream structures that tie into project area.
 6. Overhead utility information shall include location and type of utility.
- iv. All ROW lines, easements, adjacent property boundaries, found property corners and monumentation to be located and shown.
 1. Copies of all records, measurement data, and calculations used to determine the alignment shall be part of the survey notes.
 2. Right-of-ways and centerlines are shown and dimensioned.
 - v. All trees within project limits located:
 1. Include trunk diameter at breast height (DBH) and canopy diameter - 6" or greater DBH or a canopy that may impact the project.
 - vi. Minimum of 1 on-site bench mark for every 600' of utility shall be shown and described (minimum of 2 per project).
- A. Digital submission. The City of Ann Arbor currently uses AutoCAD Civil 3D 2015 software.
- i. If using Civil 3D, a base template drawing, provided by the City of Ann Arbor, is to be used for importing survey data. Request a copy of the current template file upon award of survey.
 - ii. If not using Civil 3D, imported points and feature lines must be in an AutoCAD 2013 drawing file format. Provide an AutoCAD drawing file containing the points, feature lines used to create 3D break lines, and the final surface. The preferred formats for data collection point files are ".fbk" or ".txt" file (PNEZD comma delimited); point description key to be provided by City of Ann Arbor.
 - iii. Planimetrics to be AutoCAD 2013 or earlier, layering standards to be provided by the City of Ann Arbor. All linework in the base topographic drawing are to be comprised of polylines with an elevation of 0. Text heights for labels are to be Simplex with a paper space height of 0.08".
 - iv. Coordinate with other city service areas, local agencies, etc.



MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF ANN ARBOR
RAIL PASSENGER STATION

THIS CONTRACT is made and entered into this date of JUN 28 2012 by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the City of Ann Arbor, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the Federal Railroad Administration (FRA) has awarded High Speed Rail funds for preliminary engineering work and the preparation of environmental documentation for the proposed Ann Arbor Intermodal Passenger Station and site; and

WHEREAS, the Federal funding will be provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA's High-Speed Intercity Passenger Rail program (HSIPR); and

WHEREAS, the purpose of the project is to benefit intercity passenger rail service, and the CITY is committed to helping to achieve, to the extent to which it is capable, the anticipated project benefits;

NOW, THEREFORE, the parties agree as follows:

Section 1. PURPOSE

This Contract is to provide for the performance of preliminary engineering work and the preparation of and acquisition of approvals for environmental documentation to support the final design and construction of the Ann Arbor Intermodal Passenger Station, as set forth in Attachment A, dated November 1, 2011, attached hereto and made a part hereof, such work hereinafter referred to as the "PROJECT." The PROJECT will be performed in accordance with the Statement of Work, attached to and a part of the Grant Agreement (as defined below) submitted to the FRA by the DEPARTMENT, said Statement of Work

(as defined below) submitted to the FRA by the DEPARTMENT, said Statement of Work attached hereto and made a part hereof by reference as if the same were repeated in full herein.

The DEPARTMENT will participate in the PROJECT by making up to Two Million Eight Hundred Six Thousand Four Hundred Dollars (\$2,806,400.00) in ARRA funding available to the CITY for use in financing the PROJECT, as set forth in Section 4. The CITY will participate by making Seven Hundred One Thousand Six Hundred Dollars (\$701,600.00) in matching funds available for the PROJECT. The maximum PROJECT amount will be Three Million Five Hundred Eight Thousand Dollars (\$3,508,000.00), as set forth in Section 3.

Section 2. PROJECT

The CITY will perform or cause to be performed all of the PROJECT work. It is understood that the CITY will contract for all or portions of the PROJECT work, including the preliminary engineering work and the preparation of environmental documentation. The performance of the PROJECT work will be subject to all requirements contained in the DEPARTMENT's grant/cooperative agreement with the FRA concerning the PROJECT (the "Grant Agreement"), Grant Agreement Number FR-HSR-0066-11-01-00, specifically as defined in the Statement of Work, a copy of which will be provided under separate cover when available, and to the following:

- a. The PROJECT will comply with the requirements of the Americans with Disabilities Act.
- b. All CITY subcontracts will be submitted for approval to the DEPARTMENT and, if necessary, the FRA, prior to award. Any such approvals will not be construed as a warranty of the subcontractors' qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
- c. The CITY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for the contract(s) for the preliminary engineering work. The CITY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541.
- d. The CITY will accept full responsibility for the preliminary engineering work and the preparation of environmental documentation under the PROJECT. Any reviews undertaken by the DEPARTMENT are for its own purposes and will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT, nor will such reviews relieve the CITY of liability for any claims, causes of action, or judgments arising out of the design for the modifications to the PROJECT building(s). It is understood that the CITY will, under contract with a licensed engineer and/or architect, perform all engineering activities required for completion of the PROJECT.

- e. The CITY will secure any and all necessary permits with concerned federal, state, and local agencies, etc., as may be necessary under federal, state, and local laws for the performance of work required for the PROJECT and will forward such permits to the DEPARTMENT for such reviews and approvals as may be required.
- f. The CITY will, within ten (10) days of any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- g. The CITY will, when issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and the FRA credit for participation in the PROJECT and provide that the PROJECT is funded by the FRA with funds provided through ARRA.
- h. Within sixty (60) days of completion of all PROJECT work, the CITY will prepare a PROJECT report, in accordance with current DEPARTMENT requirements, and submit it to

Al Johnson, Supervisor
Office of High Speed Rail & Innovative Project Advancement
425 West Ottawa Street, P. O. Box 30050
Lansing, MI 48909

- i. Upon completion of the PROJECT work and acceptance thereof by the CITY, the CITY will so notify the DEPARTMENT and will request a final acceptance review of the PROJECT work. The DEPARTMENT will make a final acceptance review of the PROJECT work, as necessary to meet Federal aid requirements.
- j. The CITY will promptly refer to the U.S. Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- k. The CITY agrees to comply with the cargo preference requirements of 46 USC 1241(b), the regulations issued thereunder, 46 CFR Part 381, and the Grant Agreement. The CITY will include this provision in all PROJECT subcontracts.
- l. The CITY agrees to comply with the "Patent Rights" and "Rights in Data and Copyrights" sections of the Grant Agreement.
- m. The PROJECT property, equipment, and supplies financed by the Grant Agreement shall be used for the PROJECT purposes for the duration of their useful lives, as determined by FRA. Such property, equipment, and supplies are

subject to the property management standards, including disposition, of 49 CFR Part 18.

- n. The CITY agrees to include in all subcontracts involving ARRA funds a clause providing that the performance of the PROJECT work will be subject to all requirements contained in the Grant Agreement.

Section 3. COST

The DEPARTMENT and the CITY agree that the maximum PROJECT amount of Three Million Five Hundred Eight Thousand Dollars (\$3,508,000.00) set forth in Attachment A represents estimated line item costs required to complete the PROJECT and may be subject to revision and adjustment. Therefore, the DEPARTMENT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Attachment A are permitted, provided, however, that such revisions or adjustments will not result in an increase in the financial obligations of the DEPARTMENT, as set forth in Section 4 of this Contract, or in a change in the scope of the PROJECT, unless by prior award of a written amendment to this Contract. All costs in excess of the amount stated above will be the CITY's responsibility.

No work may begin on the PROJECT until the work plan is approved by the DEPARTMENT and the DEPARTMENT provides the CITY with written notification to proceed. If costs are incurred for the PROJECT that are not approved by the DEPARTMENT, those costs will not be eligible for reimbursement and will remain the responsibility of the CITY. If for any reason this Contract is not awarded, the DEPARTMENT will not be responsible for any expenses that have been incurred.

Funding for this Contract made available through legislative appropriation is based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. COST REIMBURSEMENT

The PROJECT cost will be met by contributions from the federal government and the CITY. Federal ARRA funds will be applied to 80 percent of the eligible items of PROJECT cost not to exceed Two Million Eight Hundred Six Thousand Four Hundred Dollars (\$2,806,400.00), as set forth in Attachment A. All costs in excess of the amount stated above will be the CITY's responsibility.

Reimbursement for costs incurred is subject to the cost criteria set forth in OMB Circular A-87, 49 CFR Part 18, and Federal Acquisition Regulations, 48 CFR Chapter I, Subpart 31.2, incorporated herein by reference as if the same were repeated in full herein. ARRA funds used for management and administrative costs will be allowable, reasonable, allocable, and in accordance with applicable OMB cost principles.

Section 5. METHOD OF REIMBURSEMENT

- a. The reimbursements identified in Section 4 will be made by the DEPARTMENT against invoices presented to it by the CITY detailing actual costs by the CITY and/or its subconsultants as well as evidence of payment and/or other supporting documentation by the CITY. Reimbursement for costs incurred is subject to review and approval by the DEPARTMENT.
- b. The CITY will submit along with each invoice, as identified in Section 5(a), a PROJECT billing summary showing actual PROJECT costs to date. The CITY agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- c. The DEPARTMENT will reimburse the CITY for all eligible PROJECT costs, as set forth in Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Two Million Eight Hundred Six Thousand Four Hundred Dollars (\$2,806,400.00).

Section 6. AUDIT AND RECORD RETENTION

The CITY agrees to the following:

- a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract. Separate accounts will be established and maintained for all costs incurred under this Contract.
- b. The CITY will also maintain accurate records of all information relating to the following: support for any proposal, change order, or request for equitable adjustment submitted by the CITY; Contract compliance and performance, including any work or deliverables in progress; compliance with applicable provisions of the DEPARTMENT's Federal grant; and support for all direct and indirect costs or prices charged to the DEPARTMENT. The information described in subsections (a) and (b) is hereinafter referred to as the "RECORDS."
- c. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507) and the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i), as applicable with regard to audits, that are in effect at the time of Contract award.
- d. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of

a dispute with regard to the allowable expenses or any other issue under this Contract, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired, or until the end of the three (3) year period, whichever is later.

- e. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall have access to and the right to inspect, copy, and/or audit the RECORDS, at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, the DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall be afforded access to the PROJECT facilities and to contract work and/or deliverables in progress, the opportunity to interview the CITY's employees concerning any matter relating to the Contract, and adequate and appropriate workspace.
- f. The CITY will assure, and is responsible for, compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work and will require all subcontractors to include these subsections in all lower tier subcontract(s) and/or purchase order(s).
- g. The CITY must comply with applicable state laws and regulations relative to audit requirements.
- h. The CITY is subject to state monitoring activities, which may include limited scope reviews and other on-site monitoring.
- i. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the U.S. Comptroller General, and their authorized representatives have the right to make site visits at all reasonable times, and the CITY must provide access to all reasonable facilities at such visits.

Section 7. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the CITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as

the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this Contract or any other agreement or payable to the CITY under the terms of PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

Section 8. INDEMNIFICATION

Each party to this Contract will remain responsible for any claims arising out of its performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

Section 9. NONDISCRIMINATION

- a. The CITY and the DEPARTMENT will comply with the fair employment and equal opportunity practices of Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR Part 60. The CITY will include this provision in all subcontracts relating to this Contract.
- b. In connection with the performance of the PROJECT under this Contract, the CITY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. During the performance of this Contract, the CITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- d. The CITY will carry out the applicable requirements of the DEPARTMENT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

Section 10. SUBLETTING

No portion of the PROJECT will be sublet without the prior written consent of the DEPARTMENT. Consent to sublet any portion of the PROJECT will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments with subcontractors, in excess of Twenty-Five Thousand Dollars (\$25,000.00), will be submitted to the DEPARTMENT for approval prior to award and will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

Section 11. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties with respect to the PROJECT. There are no other agreements, either expressed or implied. All prior contracts, agreements, and understandings between the parties with respect to the

PROJECT are subsumed within this Contract. Except as otherwise provided in this Contract, no change in, modification to, or amendment to this Contract will be of any force or effect unless in writing, dated, and awarded by the duly authorized representatives of the parties.

Section 12. CHANGES

All changes in the scope or character of the PROJECT or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties. The parties shall not enter into or agree to any substantive changes in the Contract without the FRA's prior written consent.

Section 13. TERMINATION

The DEPARTMENT may terminate this Contract for convenience or cause, as set forth below, before the PROJECT is completed. Written notice of termination will be sent to the CITY. The CITY will be reimbursed in accordance with the following:

a. Termination for Convenience:

If the DEPARTMENT terminates this Contract for convenience, the DEPARTMENT will give the CITY written notice of such termination thirty (30) days prior to the date of such termination, and the CITY will be reimbursed for eligible PROJECT costs incurred up to the effective date set forth in the notice of termination. In no case will the compensation paid to the CITY for partial completion of the PROJECT exceed the amount the CITY would have received had the PROJECT been completed.

b. Termination for Cause:

In the event the CITY fails to complete any part of the PROJECT in a manner satisfactory to the DEPARTMENT, the DEPARTMENT may terminate this Contract. If the DEPARTMENT terminates this Contract for cause before the PROJECT is completed, the DEPARTMENT will not reimburse the CITY for any PROJECT costs. Written notice of termination will be sent to the CITY.

In the event that termination by the DEPARTMENT is necessitated by any wrongful breach, failure, default, or omission by the CITY, the DEPARTMENT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CITY under this Contract, as well as any other existing or future contracts between the CITY and the DEPARTMENT, for any and all damages and costs incurred or sustained by the DEPARTMENT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CITY. In the event of termination of this Contract, the DEPARTMENT may procure the PROJECT

work from other sources and hold the CITY responsible for any damages or excess costs occasioned thereby.

Section 14. UNFAIR LABOR PRACTICES

- a. In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*; the CITY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a Federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the CITY or the name of a subcontractor, manufacturer, or supplier utilized by the CITY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
- b. The CITY will comply with the requirements of 40 USC 3141.
- c. The CITY and the DEPARTMENT will comply with the state, local government, and contractor whistleblower protections of ARRA.

Section 15. SEVERABILITY

If any part of this Contract is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Section 16. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract, the CITY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The CITY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The CITY shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The CITY shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract.

Section 17. ARRA REQUIREMENTS

This Contract is subject to all applicable requirements and conditions of ARRA, including, but not limited to, the requirements set forth in Attachment B, pages 1 through 6, attached hereto and made a part hereof.

The CITY agrees that it and its subcontractors will provide all documentation requested by the DEPARTMENT for its use in preparing reports required by the Grant Agreement, including all ARRA reporting requirements, and any supplemental reports as may be required. Should the CITY and/or any of its subcontractors fail to provide such documentation, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

The CITY agrees that ARRA funds will not be used for any casino or other gaming establishment, aquarium, zoo, golf course, or swimming pool.

The CITY agrees that, to the maximum extent possible, contracts funded under ARRA shall be awarded as fixed-price contracts through the use of competitive procedures, and that the CITY will provide a summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures to the DEPARTMENT.

The CITY agrees to comply with the Buy American requirements of 49 USC 24405(a).

Section 18. TERM

This Contract will be in effect from the date of award of the Federal revenue grant through August 29, 2013.

The timely delivery of ARRA projects is critical. The expectation is that all PROJECT funds will be obligated within a year.

Prior to expiration, the time for completion of performance under this Contract may be extended by the DEPARTMENT upon written request and justification from the CITY. The parties will not enter into or agree to any such extension of the Contract without the FRA's prior written consent. Upon approval and authorization, a written time extension amendment will be issued by the DEPARTMENT. The terms and conditions of the extension will be set forth in the amendment. Any such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.

Section 19. APPLICATION OF FEDERAL LAW

The CITY and the DEPARTMENT agree that federal requirements, including federal laws, regulations, policies, and related administrative practices, may change and the changed requirements will apply to the PROJECT, as required. The CITY will include this provision in all subcontracts financed with ARRA funds relating to this Contract.

Section 20. AWARD

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF ANN ARBOR

BY: *John Hieftje*
John Hieftje, Mayor

Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION

Approved as to Substance

BY: *Christina Mergener*
Title: Department Director

Steve Powers
Steve Powers, City Administrator

Craig Hupy 6/8/12
Craig Hupy, Interim Public Services Administrator



originally approved 12-5-11

Approved as to Form and Content

Stephen K. Postema
Stephen K. Postema, City Attorney

ATTACHMENT A

THE CITY OF ANN ARBOR
AND
THE STATE OF MICHIGAN

November 1, 2011

Total estimated cost breakdown for the Preliminary Engineering and Environmental Documentation of the Ann Arbor Intermodal Passenger Station:

Deliverable	Cost Estimate
Task 1: Detailed Work Plan	20,000
Task 2: Conceptual Design	500,000
Task 3: Environmental Review Documents	250,000
Task 4: Preliminary Engineering	2,738,000
Total	\$3,508,000

Funding source:

FRA/ARRA funding @ \$2,806,400 - FY11, Account 77619/3219

Local/ARRA funding @ \$701,600 - FY11, Account 77619/4120

ATTACHMENT B

The following conditions apply to work funded under the American Recovery and Reinvestment Act 2009 (ARRA).

- A. This work is funded under the American Recovery and Reinvestment Act 2009 (ARRA).
- B. As such it will be monitored and audited by the federal government or their representatives. The Contractor is required to keep complete records including but not limited to invoices, payroll information, and timesheets. The Contractor is required to make such records available for federal government or their representatives for inspection and/or audit.
- C. Buy American Requirement: The Buy American requirement will be met by compliance with 49 USC 24405 (a).
- D. Wage Requirements: All laborers and mechanics employed by contractors and subcontractors of projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 of the United States Code (see ARRA section 1606). The Secretary of Labor's determination regarding prevailing wages applicable to Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.
- E. Whistleblower Protection: Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal recipients of ARRA funds, including the State of Michigan, and all contractors and grantees, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes there is evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule or regulation related to an agency contract (including competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The recipient must post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of ARRA.

This requirement must be included in all subcontracts or sub grants involving the use of funds made available under ARRA.

Contractors are to display the poster included below under section 'M'.

- F. Reporting Requirements: Reporting has to be done under ARRA and the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Prime responsibility for such reporting is with the Owner. However this Contractor will be required to provide monthly reports accompanying each

Payment Request. This information will be in addition to the typical payment request format and back-up.

The Owner will provide in electronic format a form to be completed each month. The form will include but not be limited to the following information:

1. Name of Contractor
2. Amount of Contract
3. Type of Contract*
4. Agency*
5. NAICS Code *
6. Program Source*
7. Purpose
8. Location of Contract
9. City
10. State
11. Congressional District*
12. County
13. Country
14. Unique Identifier*
15. Subcontracts
16. Amount of each Subcontract
17. Completion Status
18. Number of Jobs Created or Retained

Items marked * will be completed by the Owner. The Contactor shall complete all other items.

- G. Inspection of Records: The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to and involve transactions relating to this contract, and (2) to interview any officer or employee of the contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- H. Non-Discrimination: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients for Federal financial assistance.
- I. Job Opportunity Posting Requirements: contractors shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent bank www.michworks.org/mtb.

J.

Notification
ARRA MONTHLY EMPLOYMENT REPORTS

Note: This notification is only applicable for those projects/contracts funded with ARRA funds.
If you have questions please contact MDOT Contract Services Division at (517) 335-0071.

The American Recovery and Reinvestment Act of 2009 (ARRA), requires states receiving stimulus funds for railroad projects to provide monthly reports to the Federal Railroad Administration (FRA) regarding the number of employees of the prime contractors, all-tier subcontractors and consultants on ARRA funded projects.

The cost for complying with this Notification must be borne by the prime contractor, and all tiers of subcontractors and consultants, as part of their overhead and is deemed to be included in the payments made under this contract.

Within 10 days after the end of each month in which work is performed on this contract, all prime contractors and consultants must provide the Engineer a monthly report on MERS at <https://sso.state.mi.us/> providing employment information on each ARRA project, which will include, for work performed in that preceding month:

- The total number of employees who performed work on this contract
- The total number of hours worked by employees who performed work on this contract
- The total wages of employees who performed work on this contract

Prime Consultants are responsible for reporting on all sub consultants' employment information in MERS, as the subconsultants will not have access to do so.

In addition, the prime contractor must provide a total payment amount made to any subcontractor who is certified DBE in that preceding month.

This Notification shall be included as a part of each subcontract executed by the prime contractor, and all-tiers of subcontractors and consultants.

If necessary to conform to guidance provided by FRA concerning the ARRA reporting requirements, the prime contractor, and all-tiers of subcontractors and consultants will revise their reporting as directed by the Engineer.

Failure to comply with the reporting requirements under ARRA would jeopardize the Department's continued receipt of ARRA funding.

Accordingly, if a contractor or any-tier of subcontractor of consultant fails to comply with this Notification, the Department may withhold contract payments until compliance is achieved. If the Department is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this contract. Additional sanctions may include reduction or elimination of prequalification ratings and removal of bidding privileges.

Revised: 8-4-2010

K.

03NB41
03-26-09

NOTICE TO BIDDERS
ARRA REQUIREMENTS

As a part of the American Recovery and Reinvestment of 2009 (ARRA), Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way).

L.

03NB42
03-26-09

**NOTICE TO BIDDERS
REQUIRED CONTRACT PROVISIONS TO IMPLEMENT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
SECTIONS 902 AND 1515**

In accordance with requirements under section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts:

The U.S. Comptroller General and his representatives have the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Comptroller General and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in section 902, nothing in section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with the requirements of section 1515(a) of the ARRA any representatives of the Inspector General have the authority:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

Nothing set forth in section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

M. Whistleblower Poster to be Displayed

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.