

REQUEST FOR PROPOSAL

RFP # 24-40

SANITARY SEWER COLLECTION SYSTEM COMPREHENSIVE PLAN

City of Ann Arbor
Public Services Area



Due Date: July 11, 2024 by 3:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor, Michigan, is seeking proposals from qualified consultants to create a comprehensive plan for city's sanitary sewer collection system. Such a plan is intended to be used to strategically plan and budget for capacity related improvements to ensure a sustainable sanitary sewer collection system for current demand and future growth needs.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before June 14, 2024 at 4:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Troy Baughman, Systems Planning Engineer – tbaughman@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held:

WHEN: June 10, 2024, at 11:00 a.m.

WHERE: Virtually via [Microsoft Teams](#). If the link does not work, please contact Troy Baughman (tbaughman@a2gov.org) for a link to join.

Meeting ID: 258 263 856 864

Passcode: qGGikS

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 24-40. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation. The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of August 5, 2024**. Offeror must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, July 11, 2024 by 3:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**

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

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

- **two (2) copies of the fee proposal**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

Proposals submitted should be clearly marked: **“RFP No. 24-40 – Sanitary Sewer Collection System Comprehensive Plan”** and list the offeror’s name and address.

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

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

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

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

- **Attachment 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**

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

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

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

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

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

O. SCHEDULE

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

The following is the schedule for this RFP process.

| Activity/Event | Anticipated Date |
|--------------------------------------|---|
| Pre-proposal Meeting | June 10, 2024, 11:00 a.m. |
| Written Question Deadline | June 14, 2024, 4:00 p.m. |
| Addenda Published (if needed) | On or before June 26, 2024 |
| Proposal Due Date | July 11, 2024 by 3:00 p.m. (Local Time) |
| Tentative Interviews (if needed) | Week of August 5, 2024 |
| Selection/Negotiations | August 2024 |
| Expected City Council Authorizations | October 2024 |

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

R. ENVIRONMENTAL COMMITMENT

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

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

GENERAL INFORMATION ON UTILITY

The City of Ann Arbor's Public Services Area (AAPSA) manages a municipal water utility that provides quality drinking water service and sanitary sewage disposal to a population of approximately 125,000 people within the city of Ann Arbor. AAPSA also provides sanitary service to portions of Ann Arbor, Pittsfield, and Scio Townships. The entire AAPSA service area covers about 43 square miles and continues to attract residential and commercial development.

The City's Sanitary Sewer Collection System is a network of approximately 365 miles of pipes that flow to the City's wastewater treatment plant on the east side of the City. The system pipe sizes range from 4-inch to 78-inch. The system includes 10,331 sanitary sewer manholes, 9 sanitary siphons, 7 lift stations, and 6,800 linear feet of force mains. The sanitary sewer system has over 22,000 residential sanitary sewer connections and over 5,000 commercial sanitary sewer connections.

The City has a full pipe hydraulic model comprised of over 10,000 pipes and 10,000 junctions. The hydraulic modeling software presently being used is InfoSWMM 14.7 (Innovyze/Autodesk) and City seeks to migrate the model to InfoWorks™ as part of this project. The model was last calibrated as part the 2015 Sanitary Sewer Wet Weather Evaluation (SSWWE) project (using flow data from 2013 monitoring period). The SSWWE project established a level of service design event based on input from a citizens advisory committee. The design event was a 25-year recurrence interval peak sanitary flow plus 10% additional peak flow for climate change and future growth.

HISTORICAL REPORTS/PROJECTS

- 1995 – Sanitary Trunk Sewer Study (MPS)
 - This study evaluated and made recommendations to meet the immediate and future capacity needs of the sanitary trunk sewer system.
- 2001 – Sanitary Sewer Overflow Prevention Study (CDM)
 - This study evaluated solutions to minimize or eliminate the risk of sanitary sewer backups and overflows that were occurring during wet weather events. The recommendation from this effort led to the City's Footing Drain Disconnection (FDD) program that was performed from 2001-2012.
- 2007 – Citywide Sanitary Sewer Hydraulic Model and GIS Data Collection Project (CM)
 - The main purpose of this project was to develop a computer model of the City's sanitary sewer system to aid City staff in planning for infrastructure changes and improvements by realistically simulating sewer flows under existing and future conditions.
- 2015 – Sanitary Sewer Wet Weather Evaluation Project (OHM)

- This project evaluated the effectiveness of the City's FDD Program, evaluated risks of future basement backups and overflows, and developed recommendations for the wet weather program for the City's sanitary sewer system.
- 2015 – Capital Cost Recovery Charge Report (Black & Veatch)
 - This study established an equitable, understandable, defensible cost recovery philosophy and charge structure for customers connecting to the City's water and/or sanitary sewer systems.
- 2017 – Sanitary Sewer Improvements Preliminary Engineering Project (OHM)
 - This project developed preliminary engineering plans and cost estimates to address sanitary sewer capacity constraints in five areas within the City. A sixth area was examined as an operation and maintenance improvement.
- 2020 – Sanitary System Asset Management Plan (Jacobs/OHM)
 - Established recommended reinvestment levels utilizing Capital Predictor (Brightly) software
- 2023 – Sanitary System Flow Metering Plan (OHM)
 - A proposed flow metering plan was developed and implemented in anticipation of the needed flow data for the upcoming Sanitary Sewer Collection System Comprehensive Plan.
- Present – Flow Monitoring Program (ADS)
 - ADS is currently providing flow metering services for the city. There are 15 ADS Triton flow meters and 10 ADS ECHO level monitors deployed throughout the collection system. City maintains 5 tipping bucket [rain gauges](#) in the city.
- Present – Comprehensive Land Use Plan (City of Ann Arbor Planning Department)
 - The City's Planning Department recently kicked off an effort to develop a new citywide Comprehensive Land Use Plan that will tie into infrastructure needs over time.
- Present – High Level Trunkline Sanitary Sewer Improvements (OHM)
 - This project will recommend sanitary sewer system upgrades to meet immediate and future demands for the High Level Trunkline sewer.

OTHER AVAILABLE DATA

- Available City GIS Layers:
 - Sanitary/Stormwater/Water Systems (will be available upon execution of a Non-Disclosure Agreement)
 - 1-foot contours (LiDAR Based)
 - Wetlands
 - Woodlands
 - Aerial Photography (1947, 1993, 1997, 2002, 2006, 2009, 2012)
 - Parcels
 - Soil Survey

- Historical Soil Boring Records since 2006 (will be available to selected consultant)
 - Impervious and Pervious Areas (will be available to selected consultant)
- InfoSWMM 14.7 (EPA SWMM 5.0) sanitary hydraulic model (will be available upon execution of a Non-Disclosure Agreement)
- Flow Meter Data
 - 15 ADS Triton flow meters currently deployed throughout collection system
 - 10 ADS ECHO level monitors currently deployed throughout collection system
 - Historical flow meter data from various locations/time periods since 2017
- [City rainfall data](#)
 - The City of Ann Arbor – Systems Planning Unit maintains five Texas Electronics Model 525 tipping bucket rain gauges (5-min resolution) located throughout the City
- Water meter data (hourly reads)
- CCTV inspection videos, reports and records for sewer mains and manholes
- Wastewater Treatment Facility data
- SCADA data for lift stations
- Parcels with disconnected footing drains completed as part of former City’s FDD Program
- As-built plans for adjacent public streets, water mains, storm and sanitary sewers (PDFs available through staff)
- Historical incident reports of basement backups and/or sanitary sewer overflows (will be available to selected consultant)

SCOPE OF SERVICES

The consultant will be responsible for developing a comprehensive plan for the City’s sanitary sewer collection system that includes two major sections: a technical plan and a policy and financial evaluation. The first section is the technical plan that will guide the city toward implementation of capacity improvements within the collection system to meet future development demand. The second section is a policy and financial evaluation that should incorporate the data collected during the technical study to guide city staff on how to develop and implement a sanitary sewer policy that meets the City Council’s goals of equitable, sustainable, and affordable development.

The tasks listed below are not intended to comprise a complete list of tasks required for the project. The consultant shall submit a comprehensive and detailed scope of services required to complete the project.

TECHNICAL PLAN REQUIREMENTS

- 1) Recalibrate/update collection system hydraulic model.

- a. Utilize available flow meter data for establishing dry and wet weather conditions from:
 - i. Fifteen (15) ADS meters currently deployed throughout collection system as identified in the 2023 flow monitoring plan
 - ii. Available meter(s) at WWTP and outstations
 - iii. Available Township master meter(s)
 - b. Update hydraulic model for collection system from data extracted from GIS database (e.g., recent lining work, development extensions, etc.).
 - c. Migrate model to InfoWorks™ software.
 - d. Update hydraulic model with planned capital improvement projects as necessary for future conditions modeling scenario(s).
 - e. Utilize City's water meter billing data for determining flow allocation in upstream portions of local collection system as needed.
- 2) Perform hydraulic analysis of collection system and identify capacity constraints with recommendations to meet current and future demands. Future needs should look at next 10-year and 20-year planning periods. Consultant shall clearly distinguish any recommendations necessary to meet current demands from future development demands.
- a. Organizations to engage for future growth projections may include, but are not limited to, the University of Michigan, Ann Arbor Public Schools, City of Ann Arbor Planning Department, surrounding townships, Systems Planning, and the Office of Sustainability and Innovations (OSI) staff regarding climate adaptation goals.
 - b. Evaluate dry and wet weather conditions. The City's current design event is a 25-year recurrence interval peak sanitary flow plus 10% additional peak flow as identified in the 2015 Sanitary Sewer Wet Weather Evaluation Project. The intent for the 10% additional peak flow was to accommodate for climate change and/or future growth.
 - c. Compare the City's design event versus EGLE regulatory event on capacity constrained areas and identify where recommendations could be altered.
 - d. Future conditions shall align with recommendations from the City's Planning Department Comprehensive Land Use Plan. This will likely involve evaluating collection system impacts as a result of different land use scenarios that are to be considered as part of the City's Comprehensive Land Use Plan effort.
 - e. Include a collection system build out for township island areas located within the City of Ann Arbor.
- 3) Perform capacity assessment on the City's wastewater treatment plant and lift stations for future demand scenarios for dry and wet weather events.
- 4) Provide an implementation strategy for the recommended plan. This shall include estimated phasing and timing of needed improvements based on flow or capacity triggers depending on projected growth rates.
- 5) Conduct site investigations, as needed, to confirm information from existing reports and records.

- 6) Provide an overview of the hydraulic model, instructions, and the basis for how to make updates to the model for future use.
- 7) Recommend on-going flow monitoring plan to assist City with management of the sanitary sewer collection system. Plan shall consider permanent and short-term monitoring locations.
- 8) Identify low points in the system where SSO events or backups may be at high risk.
- 9) Identify areas with high rates of infiltration and inflow (I&I), including township connections. Provide analysis and recommend options for investigating and eliminating I&I sources.
- 10) Identify and review key bypass points in the collection system.
- 11) Delivered model shall at minimum include the following modeling scenarios:
 - a. Existing conditions (dry and wet weather)
 - b. Existing conditions with Township maximum contract flows
 - c. Scenario for sizing bypass pumping for construction projects
 - d. EGLE regulatory event for existing and future conditions
 - e. City's design event for existing and future conditions
 - f. The build out of the City's Future Land Use Map within the service area
- 12) Review of existing city/township wastewater service agreements. Make recommendations for updates/improvements.
 - a. Includes hydraulic analysis to ensure adequate collection system and plant capacity to service contract flow amounts.
 - b. Perform analysis of available capacity for future agreement opportunities.
 - c. Recommend strategies for limiting infiltration and inflow from township service connection locations.
- 13) Identify any present and future regulatory concerns for the collection system.
- 14) Provide training for up to four (4) city staff members on use of InfoWorks™ model.
- 15) Consultant shall include an initial engagement strategy indicating the level of engagement/information sharing they believe would be necessary for this type of project. Develop and implement a public engagement strategy in collaboration with city staff that includes at minimum:
 - a. Complete the City of Ann Arbor's Community Engagement Toolkit with city staff (estimate 2 hours)
 - b. In collaboration with the City, develop a stakeholder list of who needs to be invited to participate, who to reach with informational materials, and which methods will be used to reach them.
 - c. Develop education and outreach materials (digital, print, and/or social media materials) to reach a diverse audience about the project's process, outcomes, and potential impacts (such as language for website, social media updates, presentations). This material will include, at minimum, a video to be shared on the website and social media describing the project and its conclusions and recommendations.

- d. Provide website updates throughout the project that inform the community about the project's progress.
- e. Presentations to city council and commissions may be needed (up to 3 meetings total).

POLICY AND FINANCIAL EVALUATION

The purpose of this section is to determine how to use the data collected in the technical section to develop a policy to support new development infrastructure needs, while maintaining a high level of service, and keeping rates equitable for existing and future customers. The deliverables from this section will be foundational information for an anticipated capital cost recovery study.

- 1) Review and evaluate the effectiveness of the City's existing Capital Cost Recovery model and the Developer Offset Mitigation (DOM) Program.
 - a. As a part of the DOM review, provide recommendations for the current program and/or sustainable alternatives for incentivizing homeowners to disconnect private footing drains from the sanitary system.
- 2) Research policy options and funding strategies for providing sufficient long-term sanitary sewer capacity that align with the following:
 - a. The Comprehensive Land Use Plan and its core aspects of sustainability, affordability, and equity
 - b. Support increased residential and commercial density based on the City's land use goals
 - c. Comply with any financial or legal restrictions regarding rate payer fees versus fees for growth
- 3) Provide example language and analysis of policies and case studies from other communities across the country describing how they plan for growth and finance system expansion (e.g., TIF Districts, capacity reservation programs, payback agreements, grant support from the state, supplementing from the General Fund).
- 4) Guide City staff through policy discussions, explaining tradeoffs and a process for how to vet and select policy options.

DELIVERABLES

The deliverables shall include but not be limited to:

1. A written Comprehensive Sanitary Sewer Collection Plan that includes a map with the sewer lines and their percent capacity under certain conditions
2. A written evaluation of policy options and funding strategies
 - a. A one-page document with the options and their tradeoffs outlined
3. Training tools to guide city staff on using InfoWorks software
4. All engagement materials designed and used for this project

SUPPLEMENTAL TASKS

The consultant shall provide detailed work plan and separate pricing for the optional tasks listed below. The City will determine if these tasks will be added to the required scope of services.

- 1) Provide as-needed modeling support for a three (3) year period upon completion of the project. The consultant's fee schedule shall show hourly rate(s) covering this three (3) year period.
- 2) Review and recommend changes to City's [Sanitary Design Dry Weather Flow Rates](#) table.
- 3) Update Capital Predictor (Brightly) model which city uses for determining annual recommended reinvestment levels for the collection system.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

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

B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. Experience with using InfoSWMM/InfoWorks (Innovyze/Autodesk) software application shall be provided. A complete list of client references must be provided for similar projects recently

completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. 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) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

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

D. Fee Proposal - 20 points

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

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

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

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 40 sheets (80 sides), not including required attachments and resumes.

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A - Legal Status of Offeror

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 OFFEROR**

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

The Respondent is:

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

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

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

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

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT C
CITY OF ANN ARBOR
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 \$16.43/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 \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT D

| |
|--|
| VENDOR CONFLICT OF INTEREST DISCLOSURE FORM |
|--|

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict 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/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below) |
| | |

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

| I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below: | | |
|--|-------------|---|
| | | |
| Vendor Name | | Vendor Phone Number |
| | | |
| Signature of Vendor Authorized Representative | Date | Printed Name of Vendor Authorized Representative |
| | | |

ATTACHMENT 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/humanrights.

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

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

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

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

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

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

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

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 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 CONTRACT

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

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

1. DEFINITIONS

Administering Service Area/Unit means [TBD].

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

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

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

Project means [TBD].

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

2. DURATION

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

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

| | |
|-------------|---|
| \$1,000,000 | Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined |
| \$2,000,000 | Per project General Aggregate |
| \$1,000,000 | Personal and Advertising Injury |
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

| |
|--|
| Bodily Injury by Accident - \$500,000 each accident |
| Bodily Injury by Disease - \$500,000 each employee |
| Bodily Injury by Disease - \$500,000 each policy limit |
 - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. **WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the

compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

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

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise

of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

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

If Notice is sent to Contractor:

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

If Notice is sent to the City:

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

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

14. CHOICE OF LAW AND FORUM

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

and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

17. SEVERABILITY OF PROVISIONS

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

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted

successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

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

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

SAMPLE

[TBD]

CITY OF ANN ARBOR

By: _____

By: _____

Name: _____

Name: Milton Dohoney Jr.

Title: _____

Title: City Administrator

Date: _____

Date: _____

Approved as to substance:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

SAMPLE

EXHIBIT A
Scope of Services

EXHIBIT B
Compensation