

City of Ann Arbor

REQUEST FOR PROPOSALS (RFP)



**South State Street Corridor Transportation Study and Conceptual
Engineering Design Plan**

RFP# 891

Proposal Due Date: March 28, 2014, On or Before 12:00 P.M.

City of Ann Arbor, Michigan

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

TABLE OF CONTENTS

SECTION I: General Information	3-6
SECTION II: Background and General Description of Services	7-10
SECTION III: Scope of Work	11-20
SECTION IV: Minimum Proposal Information and Proposal Evaluation	21-23
ATTACHMENTS AND APPENDICES	
Attachment A - Living Wage Ordinance & Declaration of Compliance.....	24-25
Attachment B – Human Rights Contract Compliance Forms.....	26-28
Attachment C - Legal Status of Proposer	29
Attachment D - Vendor Conflict of Interest Disclosure Form.....	30
Appendix A – Standard Professional Services Agreement.....	31-39

**SECTION I
GENERAL INFORMATION**

INSTRUCTION TO BIDDERS

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide engineering and professional consulting services for:

South State Street Corridor Transportation Study and Conceptual Engineering Design Plan

B. QUESTIONS

The RFP is issued by the City of Ann Arbor, Procurement Unit. All questions regarding this bid process must be addressed to Procurement Unit via email to MBerryman@a2gov.org.

Questions regarding proposal content may be directed to Eli Cooper, Transportation Program Manager, Systems Planning Unit, via email ecooper@a2gov.org.

Question deadline shall be March 19, 2014 by 3:00 PM.

C. PROPOSAL REQUIREMENTS

To be considered, each firm must submit a response to this RFP using the format provided in Section IV. No other distribution of proposals is to be made by the submitter.

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

Each total submittal should not be more than 25 sheets (50 sides), with material on two sides, not including required attachments. Proposals should not include any plastic covers, binders, or other non-recyclable materials.

Bidders must submit two (2) copies of the Proposal fees in a separate sealed envelope.

D. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section IV. The evaluation will be completed by a selection committee of staff from the City of Ann Arbor and TheRide.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the City will determine top applicants, 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 in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City of Ann Arbor chooses to interview

any applicants, the interviews will be held on or around April 10 to April 12, 2014. Applicants will be expected to be available on these dates.

E. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by Systems Planning (see contact listed above), not less than seven days prior to the final date of submittal of the proposals.

F. 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 bidder's responsibility to ensure they have received all addendums before submitting a bid. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

G. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **March 28, 2014 by noon.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Proposal, seven (7) additional Proposal copies and two (2) copies of the Proposal Fee in a separate sealed envelope contained within the bidders sealed proposal. Proposal submitted must be clearly marked: **RFP 891: State Street Corridor Transportation Study and then list Bidders name and address. Proposals must be addressed and delivered to:**

City of Ann Arbor
Procurement Unit,
C/O Customer Service Department (First Floor)
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Proposals should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday.

The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Bidder is responsible for submission of their Proposal.

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

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 submitter’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 an Appendix. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. **The City will not entertain changes to 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. 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.

K. SCHEDULE

The following is the solicitation schedule for this procurement:

Activity/Event	Anticipated Date
Proposal Due Date	March 28, 2014
Interview Consultants (as needed)	April 8-10, 2014
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	April 11-April 25, 2014
City Council Authorization of PSA	June 2, 2014
PSA Execution, Award and Notice to Proceed	June 16, 2014

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

Proposals submitted shall 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.

L. 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 Bidders.
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 the 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 that a revised scope be implemented.
6. The City reserves the right to select one or more Bidders 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 for failure to enclose copies of the required documents outlined within the RFP.

SECTION II

BACKGROUND AND GENERAL DESCRIPTION OF SERVICES

BACKGROUND:

A. LOCATION AND SETTING AND GENERAL PLAN GOAL

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

The South State Street Corridor (hereafter “Corridor”) is located in the south central sector of the city. The Corridor serves as a primary link between the interchange with I-94 and the downtown area. The land use activity along the Corridor includes a regional commercial center, several high intensity office uses, and other commercial land uses.

The South State Street Corridor Transportation Study and Conceptual Engineering Plan (hereafter “Plan”) area extends from the intersection of Ellsworth Road and South State Street northerly to the intersection of Oakbrook Drive and South State Street encompassing an area approximately 1.3 miles in length.

The City’s goal for this Plan, based on its Transportation Plan Update (see C.2. below), is to evaluate transportation needs in this key corridor and provide base conceptual engineering plans for the redesign of the Corridor to create a modern boulevard design or similar alternative that will enhance vehicle flow, improve safety, create an aesthetically pleasing entrance to the City, and utilize sustainable concepts such as low impact design (“LID”), and low energy use lighting.

Continued development and redevelopment in the Corridor is suggested by the City’s Master Plan vision document and the University of Michigan’s (hereafter “UM”) Stephen M Ross Athletic Campus Master Plan.

A recently completed South State Street Corridor Plan, dated July 2013, established planning objectives for the land use along the Corridor. The plan addressed the Corridor from Stimson Street to West Ellsworth Road and referenced the area as a major employment center and retail destination. It described a high-activity area that is primarily automobile-oriented, connecting I-94 to the downtown.

Development since the 1950’s has shaped South State Street to be Ann Arbor’s primary office, research, and light industrial corridor. Influential properties include the University of Michigan, Briarwood Mall, Research Park, and Hidden Valley Club apartments.

Because of the concentration of high-activity uses, proximity to downtown and I-94, and lack of conflicting land uses, the Corridor is poised for future growth and redevelopment. Planning efforts from the City will look for opportunities to improve transportation, land use, and the natural environment in order to foster thoughtful and sustainable growth.

B. TRANSPORTATION AGENCY COORDINATION

The Corridor is an important gateway and commercial corridor and its transportation facilities provide access to and from the greater Ann Arbor area. As such, the Plan should consider the efforts of many transportation modes and agencies. The following paragraphs describe many key transportation systems and stakeholders that utilize or influence the Corridor:

- TheRide, Ann Arbor Area’s primary public transportation provider has recently completed a [Proposed Five Year Transit Improvement Program](#) including recommended new public transportation services along the South State Street corridor.
- The interchange area and bridges with I-94 are under Michigan Department of Transportation (MDOT) jurisdiction.
- UM provides public transportation between its campuses and UM facilities located along the South State Street Corridor. Additionally, the Stephen M. Ross Athletic Campus contains a park and ride lot serving as a key intermodal transfer point for its employees, students and visitors.
- Pittsfield Charter Township and the Washtenaw County Road Commission have recently completed land use and transportation corridor planning efforts addressing the area immediately adjacent to the City’s South State Street Corridor.
- The Ann Arbor Airport is a municipally owned airport operating 24 hours a day, 7 days a week. While entrances to the airport are located just south and west of Plan limits, ease of entering and exiting the airport is affected by traffic flow in the Corridor.

C. PRIOR STUDIES

No previous transportation corridor studies have focused exclusively on South State Street. However, several current and past planning and transportation plans include the Corridor in their studies and recommendations.

This Plan will require review of relevant elements from documents such as the City of Ann Arbor Master Plan: Land Use Element (2009), the Briarwood Subarea Plan (1995), the University of Michigan, South Campus Plan (2005), the City of Ann Arbor Transportation Plan (2009), the City of Ann Arbor Non-Motorized Plan (2007) and its 2013 Update, the Ann Arbor Connector Transit Study, and the City of Ann Arbor Capital Improvements Plan (2011). Brief descriptions of key plans follow:

1. [South State Street Corridor Plan](#)

This planning study of the corridor resulted in identification of several key themes and recommendations including development of a vision for the future of one of Ann Arbor’s main corridors. Several key recommendations are highlighted below.

- Improve pedestrian, bicycle, and vehicular safety through the project design and access management.
- Partner with private owners to seek opportunities to consolidate curb cuts, install internal drive connections, and create non-motorized path connections to public parks and sidewalks

- Identify high priority intersection and turning movement needs including high crash and congestion areas. Consider use of innovative design approaches including roundabouts, new traffic signals and beacons, signal timing changes, additional of turning lanes and improved directional signage
- Assure appropriate gateway treatments, monument signs, historical markers, public art and signage to provide intuitive wayfinding for all users of the transportation system, motorists, pedestrians, bicyclists.
- Accommodate bicycle traffic with the installation of bicycle lanes on both sides of South State Street
- Provide appropriate emergency vehicle access to facilitate quick response to incidents and crashes
- Provide maximum accessibility for the disabled by providing acceptable pedestrian conditions in full consideration of existing and emerging ADA requirements
- Improve aesthetics, including consideration of streetscape changes, signage, and lighting that support an integrated identity for the corridor.
- Improve quality of stormwater discharge by following recommendations of the Mallet's Creek Restoration Plan(2000)
- Explore the potential to develop a non-motorized trail along the Ann Arbor Railroad connecting to the proposed Allen Creek Greenway with Pittsfield Charter Township
- Work with MDOT to improve non-motorized facilities over the I-94 interchange
- Evaluate the feasibility of providing multi-level parking decks in locations to foster "park once" sites including Briarwood Mall and other Park and Ride opportunities.
- Encourage parking infrastructure systems that support cleaner vehicles such as electric vehicles
- Include Low Impact Design ("LID") infrastructure approaches to ensure protection of water quality, wetland and creekshed systems along the corridor
- Utilize landscaping in the medians that includes native plants, reduces the volume of storm water runoff, and improves the visual appeal of the corridor. Maximize use of the public rights-of-way to provide for recreated wetlands, bioswales, rain gardens and street trees

2. [City of Ann Arbor Transportation Plan Update \(2009\)](#)

This comprehensive citywide transportation plan includes recommendations for the Corridor. The plan evaluated existing and projected conditions for all transportation modes and corridors. Key recommendations addressed the design of the South State Street Corridor, safety issues along it, and opportunity for enhanced and high-capacity transit service.

3. City of Ann Arbor Non-motorized Transportation Plan and Update (2007)

This plan, adopted in 2007 and reviewed and updated in 2013, has as a primary goal the creation of an environment and culture encouraging and supporting safe, comfortable and convenient ways for pedestrians and bicyclists to travel throughout the City and into surrounding communities. Non-motorized facilities and connections are an essential missing ingredient along and across the South State Street Corridor. The plan includes short and long

term recommendations for facilities to help realize the goals of the planning process that encourage and accommodate non-motorized travel in the corridor.

The [2013 Non-motorized Transportation Plan Review](#) and the [Non-motorized Transportation Plan \(2007\)](#) contain elements related to the Corridor.

4. [Ann Arbor Connector Feasibility Study \(2012\)](#)

[The Connector](#) is a developing plan for high-capacity transit in an arc from northeast to south Ann Arbor, connecting major destinations including downtown, University of Michigan campuses and medical center, and commercial areas.

Beginning with a concept set forth in the City Transportation Plan Update (see C.2. above), plans were made for development of a [Feasibility Study](#)(completed) to be followed by a more detailed Alternatives Analysis. At the time of the development of this RFP, the Alternative Analysis study is reaching a critical point with a preferred alternative likely to be established in the next few months. Assuming a Preferred Alternative is identified, it can be woven into the fabric of the various concepts that will be the subject of this Plan.

D. COMPLETE STREETS AND GREEN STREETS CONSIDERATION

On March 2, 2011, the Ann Arbor City Council formally adopted Resolution [R-11-088](#), a resolution proclaiming the City's commitment to the Complete Streets legislation enacted in Public Act 135 of 2010. All work performed as part of this Plan must recognize the tenets of the Complete Streets resolution which encourages transportation projects to take all road users into account. Work must also consider the City's recently adopted a [Green Streets Policy](#) setting revised infiltration standards for stormwater.

GENERAL DESCRIPTION OF SERVICES

Proposals will be accepted from qualified, professional transportation planning and engineering and civil engineering consulting firms to perform the necessary tasks to complete a transportation analysis and conceptual engineering design and base plan for the redesign of the Corridor.

Firms are encouraged to partner with sub-consultants as needed to assure that the Consultant's proposed Project Team includes expertise in traffic analysis and transportation planning, civil engineering road and stormwater design, and public engagement.

The Plan will include development of four conceptual design alternatives for the Corridor (including a no-build scenario) from which a preferred alternative shall be selected that will enhance vehicle and non-motorized flow, improve safety, create an aesthetically pleasing entrance to the City, and utilize sustainable concepts such as low impact design ("LID"), and low energy use lighting.

Conceptual Engineering Plans shall be developed in sufficient detail to establish a geometric framework to guide future improvement projects in the Corridor and to create planning level cost estimates for such improvements.

All conceptual engineering elements shall be designed in accordance with the applicable City of Ann Arbor, AASHTO, MDOT, MDEQ, ADA, and any other relevant guidelines including NACTO Urban Street Design guidelines.

SECTION III

SCOPE OF WORK

TASK 1 - COMMUNITY ENGAGEMENT AND COMMUNICATION

Community engagement is a fundamental element of a successful infrastructure planning project. This Corridor impacts tens of thousands of people each day. The community engagement process should be designed to allow the general public and a variety of stakeholders to contribute to the understanding of the transportation issues along the corridor, develop an understanding of the transportation and engineering planning process, provide input on design alternatives, and seek consensus for the proposed alternative.

This engagement process is intended to provide the community with the appropriate information to shape options as well as to understand the pros and cons of the various options under consideration during the planning process. It should afford the community the opportunity to learn about and participate in the development of this Corridor Plan.

As this project impacts a significant commuter corridor, a major commercial and employment area, and UM properties, a robust communication plan is needed to assure project information will be available in a timely and relevant manner.

The community engagement and communications component of this process should be designed to continue throughout the duration of the project. It should enable the Project Team to provide information to businesses, employees, commuters, transit providers and passengers, and other travelers regarding public meetings and opportunities to provide input in the planning process. The communications plan should provide ample opportunity for stakeholders to engage in the project and also learn of potential costs, benefits, and impacts of Corridor alternatives.

Key elements of the community engagement task will include:

1.1 Development of a Guiding Community Engagement Plan

The Consultant will develop a detailed Community Engagement Plan (CEP) at the onset of the Plan effort. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact-sheets, and graphical displays.

Based upon the schedule of Plan milestones, a community engagement matrix will be developed to address methods proposed for distribution of information. The matrix will help guide and focus the various stages of the outreach effort. The City has developed a Community Engagement Toolkit (hereafter “Toolkit”) that will be reviewed with the chosen Consultant to shape the CEP.

1.2 Stakeholder Identification

The Consultant will undertake an effort to develop an outreach program including all the appropriate stakeholders in the Plan area. The Consultant will work with City staff, utilizing the Toolkit, to establish an initial stakeholder database.

It will include, among others, City staff, UM, TheRide, Briarwood Mall and surrounding merchants, and other appropriate community groups, organizations and individuals affected by or interested in Corridor development. Of key concern in this project is the inclusion of those individuals and interests covered by the Americans with Disabilities

Act (ADA). Specific efforts will be made to identify, contact, and involve existing and potential travelers along the Corridor.

1.3 Public Meetings and Schedule

While City staff will be in attendance, the Consultant's community engagement specialist will conduct all community meetings. This scope assumes at least three major meetings related to key milestones: Project Introduction, Concept Design options, and Preferred Design Selection and Next Steps. Consultant's CEP shall also include other public meetings which are, in its professional judgment, needed to engage the community in Plan development.

The Consultant will also provide technical background materials, visual aids, and other on-site assistance as needed. Meetings with the general public, and other identified groups if needed, will be designed and scheduled to facilitate information exchange and listening opportunities at key intervals throughout the process. A tentative schedule for public meetings will be developed as part of the CEP. Use of roadside changeable message signs and other directed approaches are to be considered.

1.4 Plan Website

A Plan website hosted on the City's web page will be managed by the City and utilized as one means of providing the community with information about the Plan. It may also possibly be used to solicit information on Plan issues. Consultant will be expected to provide content on a regular basis for the City Project Manager to review and then have included as updates in the Plan's website.

1.5 Progress Meetings with City Staff

Consultant shall establish a schedule for regular progress meetings with the City Project Manager. Minimum expectation is monthly meetings with more frequent meetings needed in the initial Plan phase. Written progress reports shall be prepared for such meetings.

Task 1 – Community Engagement and Communication Deliverables

1. Community Engagement Plan including Stakeholder Database
2. Content to be furnished for Plan Website on a Regular Basis
3. Materials prepared for a minimum of Three Community Engagement Meetings
4. Progress Reports prepared for Meetings with City Project Manager

TASK 2 – PRIOR WORK REVIEW, DATA COLLECTION, AND TRAFFIC ANALYSIS

A significant amount of prior planning efforts have already been conducted that impact the Corridor. A listing of prior studies was described in the Background section above.

In those studies, or through other sources, much data related to the Corridor exists. The reports and anticipated outcomes reflect assumptions underlying the various analysis tools, techniques and perspectives.

Sample data to be made available to the selected Consultant includes:

- Existing, traffic data from WATS (Washtenaw Area Transportation Study) with some recent analysis of certain intersections along the Corridor

- Land use and development data
- All previous applicable studies
- Existing data from the City's GIS system including two foot contours, locations of City sanitary sewers, storm sewers, and water mains, 2012 aerial photography, parcel lines, etc. PLEASE NOTE THAT THIS INFORMATION WILL ONLY BE MADE AVAILABLE TO THE CHOSEN CONSULTANT AND THAT SIGNING A NON-DISCLOSURE AGREEMENT WILL BE REQUIRED. The Consultant shall verify accuracy of any data so provided. For purposes of preparing response to this RFP, City maps containing limited version of the data may be accessed at [Map Ann Arbor](#).
- 2014 PCI ratings for pavement in the Corridor
- Engineering plans from the recent construction of a roundabout at the intersection of S. State Street and Ellsworth Road as well as intersection improvements at S. State and Airport Blvd./Research Park Drive

The Consultant will be required to review all such information and then perform additional traffic analysis and topographic and other data collection sufficient to allow a professional transportation analysis of the Corridor and to prepare an accurate Base Plan for use in development of the Conceptual Engineering Plan.

Specific tasks shall include the following:

2.1 Review of Goals and Objectives from prior studies

The selected Consultant will review the prior planning efforts and traffic engineering reports and compile Goals and Objectives from each study. An overall set of Goals and Objectives will be synthesized and used to develop an integrated goal statement for the transportation systems and community planning and development elements of this corridor. The compiled goals will then guide development of alternative road geometric designs, associated non-motorized facilities, and aesthetic elements.

2.2 Analysis of Existing Traffic Conditions and Performance of Additional Traffic Data Collection

As this corridor carries heavy vehicular and non-vehicular volumes, an analysis of existing conditions is to include consideration of roadway and critical intersection vehicular capacity and operations for AM Peak, PM Peak, Off Peak, and Saturday Shopping Peak, as well as crash history. While certain existing data is available, Consultant will outline traffic data collection needs and modeling methodology proposed to supplement this data, review with City Project Manager, and then perform same.

This existing conditions analysis is needed to establish a proper analytical framework to compare future geometric configuration and intersection performance scenarios and guide decision making. Coordination with WATS Travel Demand Model, or an equivalent traffic modeling program, is necessary to ensure inclusion of an adequate network component to account for measuring system impacts.

Modeling of pedestrian/vehicular interactions at key locations is also a fundamental element of the analysis.

Transportation system elements in the Corridor including vehicular, pedestrian, bicycle and public transportation systems infrastructure shall be identified and described including detailed data such as:

- Speed,
- Volume
- Level of service
- Bus stop locations and features
- Crash history
- Non-motorized features including:
 - curb ramps
 - pedestrian crossing devices
 - Gaps in the sidewalk/safety path system
 - Locations of bike lanes

Interstate -94 and its interchange with South State Street has a significant effect on the traffic patterns along this corridor. The Consultant must include these facilities in the baseline traffic model developed.

The Proposer's Work Plan (see Section IV below) should specifically describe the traffic modeling program to be used and the specific traffic data collection efforts an associated person-hours anticipated. The fee proposal shall specifically call out the cost of this task.

2.3 Physical Feature Data Collection and Analysis

The Consultant shall review existing survey and GIS data and information as furnished by the City and as otherwise obtained by the Consultant.

While much geographic data as outlined above shall be made available to the selected Consultant, to facilitate preparation of a Base Plan to be used during the Conceptual Engineering Design task, it is anticipated that additional on-ground topographic survey will be required to:

- a) assess the accuracy of this data,
- b) supplement it for completeness, and
- c) provide sufficient topographic information to accurately assess the feasibility of proposed conceptual design alternatives.

Topographic features to be included in the Base Plan are outlined in Task 3 below.

Consultant shall also gather information from public utilities such as DTE, Comcast, etc. to determine location of their facilities within the Corridor.

Each proposer shall, in the required Work Plan (see Section IV below), include a description of what it believes are the needed survey tasks and associated person-hours to review and verify the adequacy of the existing survey information and to supplement it as described in this task. The fee proposal shall specifically call out the cost of this task.

All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual.

2.4 Soil Analysis

The Consultant shall review existing soil survey information and available soil boring logs and depict locations of any such borings on the Base Plan (see Task 3).

2.5 City Staff and Project Team Coordination and Technical Report Generation

Meeting(s) shall be held with the City Project Manager and other appropriate City Staff to review data collected, traffic analysis techniques and results, model inputs, and other details necessary to accomplish this task.

Data collection and traffic information and analysis developed as a part of this task shall be incorporated into technical reports. Information shall also be developed into materials suitable for use in engaging the community at public information meetings.

TASK 2 - PRIOR WORK REVIEW, DATA COLLECTION, AND TRAFFIC ANALYSIS DELIVERABLES

1. Initial Report summarizing and evaluating prior planning and transportation engineering efforts in the Corridor with a synthesized set of Goals and Objectives for this Plan
2. Preparation of a Traffic Analysis Report for existing vehicular and non-motorized conditions in the Corridor including results of any additional traffic analysis data collection undertaken
3. Completion of data gathering and supplemental surveying needed for preparation of Base Plans
4. Preparation of materials summarizing technical findings into reports for City Staff as well as in a form suitable for use at community engagement meetings.

TASK 3 – PREPARATION OF BASE PLANS

Data gathered in Task 2 shall be utilized to create a Base Plan to be used in the development of Conceptual Engineering Design Alternatives and Plan. The Base Plan shall be a detailed depiction of features of the existing Corridor right of way including but not limited to:

- Pavement (including geometrics and lane markings)
- Right of way lines
- Driveways
- Sidewalks
- Bicycle facilities
- Transit elements (bus stops, etc)
- Traffic signal locations
- Pedestrian crossings and signals
- Trees shown on the City Tree Inventory
- Traffic Signage
- Locations of and logs for all existing soil borings
- Location of existing utilities (overhead and underground) including sanitary sewers, stormwater pipes and ditches, water mains, gas and electric mains, light poles, etc as well as related appurtenances such as manholes, catch basins, and fire hydrants; **it is not necessary to show utility depths or provide any profile plans for same**
- Topographic contours at a minimum of 2 foot contour intervals (to be supplemented by spot elevations where deemed necessary by Consultant to adequately prepare Conceptual Engineering Design Plans)
- Existing buildings, parking lots, and other similar improvements located within 25 feet of the right of way which might potentially be impacted by proposed improvements; such

improvements may be digitized from existing information except where Consultant is unable to determine potential impact without field gathered survey information

- Datum to be in the City’s official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
- The City is using AutoCAD 2013 Civil 3D (C3D) and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes:

TASK 3 – PREPARATION OF BASE PLAN
--

- | |
|--|
| 1. Base Plan depicting all existing Corridor improvements as specified |
|--|

TASK 4 - PREPARATION OF ALTERNATIVE CONCEPTUAL PLANS

It is anticipated that the improvements outlined for the South State Street Corridor are to be implemented utilizing funds from a variety of funding sources. Recognizing Federal, State and local resources may ultimately be used to implement the Plan, all efforts must be consistent with requirements of the potential funding agencies. Possible utilization of federal funds requires that this work be planned and designed consistent with the requirements for use of such funding.

Consultant shall prepare one no-build and three (3) Alternative Conceptual Plan options for corridor-wide improvements (see detail below). The conceptual plans are to be developed in response to future conditions defined as traffic demand through the year 2040. Consultant shall be responsible for generating future traffic demand data.

Conceptual plan alternatives are to be formulated by the consultant and agreed to for analysis by the City Project Manager.

In the initial stage of developing alternative designs, Consultant shall seek consensus on future land use patterns for the Corridor including consideration of the possibility of Transit Oriented Development with higher density activity centers, particularly if this Corridor emerges as a favored alternative per the ongoing Connector Study (see Section II, C.4).

Reliance on the WATS Travel Demand model, or equivalent tool, and data inputs is a necessary component of forecasting future transportation system conditions. The project is intended to fit within the framework of the Regional Long Range Transportation Plan.

4.1 Travel Demand Forecasting

For all scenarios described in Task 4 travel demands should be modeled with the results factored into comparison of scenarios.

4.2 Development of No-Build Scenario

The no build transportation systems alternative is first to be modeled and evaluated to determine how existing motorized and non-motorized facilities will function with future travel demands. This facilitates understanding the implications of a do-nothing strategy.

Intersection modeling appropriate to evaluate the operations of each Corridor intersection must be part of this and all alternatives and present visual information regarding traffic flow in a form suitable for public understanding of the future conditions.

Intersection and roundabout modeling can be accomplished using various software tools.

Tool shall include micro-simulation and animation. Proposers should identify which modeling technique they anticipate relying on to support the analysis and provide an explanation regarding their preferred tools.

4.3 Development of Boulevard Design Scenario with Indirect Turns

One conceptual alternative shall be based on a boulevard design approach utilizing direct and indirect turning locations as illustrated in the [City of Ann Arbor Transportation Plan Update \(2009\)](#).

The I-94 interchange configuration should be considered with each alternative development. The Transportation Plan Update identified insufficient capacity with the existing configuration and it proposed improved operations with a Single Point Urban Interchange (SPUI) design. This may or may not be considered a reasonable alternative. The preferred configuration might be a SPUI, tight diamond, diverging diamond, or other that fits future traffic demands. While the Consultant is not expected to design the interchange itself, different configurations for the interchange should be modeled for each design scenario to determine the preferred interchange design for each. The preferred interchange configuration should be shown schematically to facilitate community understanding.

Typical cross sections for this (and tasks 4.4 and 4.5 below) should be drafted to accurately illustrate the comprehensive (Complete Streets and Green Streets) nature of the design and provide a sufficient basis to understand proposed lane configurations and geometries. No cross-sections are expected for any of the interchange quadrants.

The projected need for any additional right of way to accomplish this design (as well as that for tasks below) shall be identified.

4.4 Development of Boulevard Scenario with Roundabouts

A second alternative shall establish a boulevard design while relying on modern roundabouts at key intersections. The I-94 interchange should be considered at a minimum as a possible diamond interchange with roundabout terminals.

4.5 Development of Optimal Use of Right of Way Scenario

A third alternative is to be developed that, in the best professional judgment of the Consultant, and completed as much as is possible within the existing right-of-way, utilizes the area in the right of way to provide the best combination of mobility and access for all modes of transportation.

4.6 Other Traffic Considerations.

Besides the I-94 interchange discussed above, there are two transportation elements currently contemplated as long term improvements in the project area that have the potential to significantly affect the Corridor. Although these features are not part of the conceptual design of the Corridor, it is important to understand how they may impact traffic patterns along the corridor.

The elements are a) the extension of Oakbrook Drive easterly to South State Street and b) the south leg of the Ann Arbor Connector.

- a) The Oakbrook Extension has been seen as a route that allows for alternative access to and from the Corridor. It is important to understand if the impact of completing this link has a material effect on the design of improvements recommended from this Plan. While an actual conceptual design for the extension of Oakbrook Drive west of State Street to connect to existing E. Oakbrook Drive is not part of this Plan, it should be modeled to ascertain if that improvement is a necessary component of providing adequate transportation operations in the Corridor in the future.
- b) The Ann Arbor Connector is a conceptual high capacity public transportation system that will serve the Corridor. Recognizing that the Ann Arbor Connector is being designed with capacity and operations characteristics that provide substantially better public transportation service, the implications of the enhanced transit on system demands is another sensitivity test that is needed to fully understand possible future conditions along the corridor.

4.7 Development of Estimates of Probable Cost

Consultant shall prepare conceptual level estimates of probable cost for the four alternatives. While a more detailed estimate will be prepared for the chosen alternative in Task 5 (Conceptual Engineering Design), this task is intended to be utilized as part of the cost-benefit component of the evaluation of the alternatives.

4.8 Development of Evaluation Criteria

The consultant should recommend evaluation criteria to compare the no-build and three conceptual plans and utilize those criteria to recommend a preferred concept to advance into public review and then Conceptual Engineering Design. The criteria must address the goals for the corridor outlined in prior work and reflect input obtained through the community engagement process.

Among the evaluation criteria should be such things as the relationship between transportation systems and land use planning, the ability of the network to cost benefit. Public safety both for vehicle to vehicle crashes and non-motorized system safety are also important considerations in the development of the evaluation matrices.

4.9 Selection of Preferred Alternative

Relying on the information developed in previous tasks, the Consultant should apply the evaluation criteria and recommend a preferred alternative. A written report outlining the basis for selecting the preferred alternative should contain sufficient detail to enable the community to understand the selection. The selected approach should respond to the needs for a multi-modal design accommodating the mobility needs for all modes. Tradeoffs, if any, need to be explicitly stated.

TASK 4 - PREPARATION OF ALTERNATIVE CONCEPTUAL PLANS DELIVERABLES

1. Plans Depicting Four Alternative Conceptual Design Scenarios
2. Travel Demand Forecasts with Sensitivity Testing
3. Estimates of Probable Cost For the Four Alternatives
4. Evaluation Criteria Tools for Selection of Preferred Alternative
5. Selection Report Setting Forth Preferred Alternative and Rationale For Same

TASK 5 –DEVELOP CONCEPTUAL ENGINEERING DESIGN PLANS AND FINAL SUMMARY REPORT

Conceptual Engineering Design shall be undertaken for the selected alternative. The goals of such design plan development are:

- To demonstrate engineering feasibility of the proposed alternative
- To assess how and to what degree Complete Streets and Green Streets goals can be implemented
- To identify anticipated needs (if any) to acquire additional right of way to implement the preferred alternative
- To identify any public infrastructure that will need to be relocated or otherwise modified in the area of the project
- To identify significant anticipated impacts on parcels abutting the Corridor, particularly identifying any parcels that will be uniquely impacted
- To provide additional detail needed to prepare a more accurate Estimate of Probable Cost for the preferred alternative to enable more accurate projections of capital improvements needed in the Corridor

5.1 Prepare Conceptual Engineering Design Plan For Preferred Alternative

Plans shall be prepared on the Base Plan created in Task 3. Preferred scale is 1" = 20'. Maximum permissible scale shall be 1"=40'.

Early Preliminary Design Plans shall include elements such as:

- Cover sheet and general notes
- Plan view with elements including, but not limited to, proposed pavement geometrics and pavement markings, traffic signal locations, locations of existing and proposed non-motorized facilities including such elements as sidewalks, crossing signals, crosswalks, pedestrian refuge islands, and bicycle lanes, and depiction of any proposed utility relocations
- Early preliminary design to demonstrate how stormwater could be handled in compliance with City's Green Streets policy and other applicable City codes and standards related to stormwater
- Typical cross sections at key locations
- Early preliminary profile for the proposed road centerline, boulevard edges (if applicable), face of curb, and right of way line to demonstrate feasibility of the proposed conceptual design
- Identification on the plan view of any areas where it is anticipated that acquisition of additional permanent right of way would be necessary; plans need not identify areas where temporary grading easements might be needed as such identification assumes engineering detail beyond the scope of this task

5.2 Preparation of Refined Preliminary Estimate of Cost

The Estimate of Probable Cost developed in Task 4 shall be further refined based on

additional detail developed in the Conceptual Engineering Design Plan. It is understood that this estimate will represent a planning level of cost only.

5.3 Preparation of Final Summary Plan Report

A Final Summary Plan Report shall be prepared to synthesize the results of the work undertaken in preparation of this Plan with emphasis on discussion of the preferred alternative. This document, along with the Conceptual Engineering Design Plan, will serve as a tool to guide capital planning and fund seeking for future improvements in the Corridor. Discussion should address identified challenges to implementation of that alternative (such as need for acquiring additional right of way) and set forth the Probable Estimate of Cost.

<p>TASK 5 – CONCEPTUAL ENGINEERING DESIGN PLAND AND FINAL SUMMARY PLAN REPORT DELIVERABLES</p>

- | |
|---|
| <ol style="list-style-type: none">1. Conceptual Engineering Design Plans for the Preferred Alternative2. Final Summary Plan Report including Estimate of Probable Cost |
|---|

SECTION IV

MINIMUM PROPOSAL INFORMATION AND PROPOSAL EVALUATION

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

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. The evaluation will be completed by a selection committee, composed of City staff from the Public Services and Community Services Areas and The Ann Arbor Area Transportation Authority.

Resumes furnished per A. below, together with evidence of past involvement with similar projects per B. below should demonstrate that the proposed Consulting Team includes individuals competent in:

- Multimodal Transportation Planning
- Roadway and Transit System Design
- Traffic Engineering
- Knowledge of State and Federal funding sources
- Roundabout and Intersection Design
- Designing Access to Major Commercial and Employment Sites
- Non-motorized Transportation Design
- Community Engagement

A. Professional Qualifications – 20 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. 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 subconsultants. Qualifications and capabilities of any subconsultants 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 which make the firm uniquely qualified for this work.

B. Past Involvement with Similar Projects – 35 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm **and** the individuals to be involved in the project. 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 – 35 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 individual 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 all 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.

D. Fee Proposal - 10 points

1. **Fee quotations 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 details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. 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. The cost proposal should be realistic in showing the hours necessary to provide a quality product.
2. The fee proposed must include the total estimated cost for the Plan when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Appendix A.

E. Authorized Negotiator

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

F. Attachments

Living Wage Declaration of Compliance Form (Attachment A), Human Rights Contract Compliance Forms (Attachment B), Legal Status of Respondent Form (Attachment C), and Vendor Conflict of Interest Disclosure Form (Attachment D), must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

G. Proposal Evaluation

1. The Selection Committee 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. Fee proposals will then be opened for those proposals making the short list and each proposal re-scored to include the fee (10 points). 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 Proposers.

2. The Committee then will schedule the interviews with 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. The interview must include the Project Team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation of up to thirty-five (35) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately 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.
3. 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.

ATTACHMENT A

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 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
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

**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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
 _____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
 - OR**
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor

Revised 3/2013
LW-2

Phone: 734/794-6500

ATTACHMENT B

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or

any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

Instructions for contractors 4/13

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____ (Area Code)

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____ (Area Code)
 Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

ATTACHMENT C

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

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 D



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

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

- 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:

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

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 the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative Date

Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

Yes, named employee was involved in Bid / Proposal process. No, named employee was not involved in procurement process or decision.

APPENDIX A – SAMPLE CONTRACT

AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and _____

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

with its address at _____

agree as follows on this _____ day of _____, 20____.

The Consultant agrees to provide professional 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 or delivered to City by Consultant under this Agreement

Project means _____.
(Project name; File and Subfile No.)

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 this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ (type of service) services ("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 professional quality performed by experts regularly rendering this type of service.

Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed _____.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant 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 acts were made by the Consultant or by 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 demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant 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, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

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

- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Consultant 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 Consultant 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.

VIII. 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.
- 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 the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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
301 E. Huron
Ann Arbor, Michigan 48107
Attn:

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A

(Negotiated scope of work based on accepted terms of Proposal)

EXHIBIT B

(Negotiated compensation based on accepted terms of Proposal)

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.

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. 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. 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 V.A 2 and V.A.3 of this contract 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. 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. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. 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.