

REQUEST FOR PROPOSAL

RFP # 20-12

WWTP & Lift Stations Asset Management Program

City of Ann Arbor
Public Services Unit / Wastewater Treatment Plant



Due Date: February 11, 2020 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I- GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor (City) is seeking a qualified engineering firm to develop an asset management program for both its Wastewater Treatment Plant (WWTP) and Sanitary Sewer Lift Stations (“Lift Stations”) that meets the State of Michigan, Environment, Great Lakes, and Energy’s (EGLE) requirements as outlined in Section II of this RFP.

Under this assignment, the Consultant is to develop both an Asset Management Plan (AMP) that identifies the components of an AMP for the Lift Stations and Wastewater Treatment Plant that will be submitted to EGLE for review and approval. The assignment also includes preparation of an Asset Management Program (Program) that implements the AMP and develops asset information as outlined under Section II Requirements of this RFP. Once the AMP is prepared and submitted to EGLE, the Consultant shall immediately proceed with development of the Program.

Project Goals

Establish a strategic and proactive program for management of the WWTP and Lift Stations that shall:

- Enable staff to quickly assess existing conditions of assets in each system
- Optimize existing operations and maintenance procedures
- Optimize use of available capital investment dollars
- Identify resource needs (e.g., equipment, staffing, funding, technology)

Background

The City’s Public Services Area (AAPSA) is a municipal water utility that provides quality drinking water, sanitary sewage disposal, hydropower generation, and storm water services to a population of approximately 115,000 people within the City. AAPSA also provides water and sewer service to portions of Ann Arbor, Scio and Pittsfield Townships (population approximately 10,000). The entire AAPSA covers about 43 square miles and continues to attract residential and commercial development.

The City’s Sanitary Sewer Collection System is a network of about 370 miles of pipes all heading roughly northeast to the City’s WWTP. The City maintains and operates eight Lift Stations at seven locations. Five of the Lift Stations are in the process of being replaced. Two stations will be replaced in 2020, two stations in 2021 and the last station in 2022. A seventh lift station is scheduled to be eliminated. Six of the City-owned Lift Stations will be part of this project.

The City operates and maintains a WWTP having an average annual design flowrate of 29.5 MGD. The WWTP consists of an East Plant (19.5 MGD) and West Plant (10 MGD). The biosolids management equipment and systems and the Solids Handling Building at the WWTP were renovated in 2012. The West Plant was completely demolished, replaced and placed back into service in 2015. The East Plant was renovated by the installation of new pumps, blowers, and ancillary treatment components in 2017.

Overall asset management for the Systems is implemented through two working Units of the AAPSA.

- The Wastewater Treatment Services Unit (WWTSU) is responsible for operation and maintenance of the WWTP and the Lift Stations. The WWTSU utilizes Cityworks® for work orders and service requests on these City-owned assets.
- The Systems Planning Unit is a multi-disciplinary unit with responsibility for programmatic management of City-owned assets through capital improvement planning, utility systems modeling, regulatory compliance, management of constructed and natural infrastructure systems, development of environmentally sustainable practices, and a collaborative community engagement effort.

The Financial and Administrative Services Area is responsible for the financial aspects of the utility and oversees Rate Development, including making qualified decisions to provide relevant, timely and accurate financial reports to our stakeholders.

The City currently uses Cityworks®, Cityworks® Server, ArcGIS® and ArcGIS® Server for asset and maintenance management for the Systems as well as other City-owned, widely distributed assets. Cityworks® also provides field automation and work order fulfillment business processes for the City.

The Consultant will have approximately three months to complete the AMP and 20 months to complete the Program. The AMP is due to EGLE by July 1, 2020, and the completed Program to Ann Arbor by December 31, 2021.

The successful Consultant will coordinate work with City of Ann Arbor WWTSU staff who will provide access to the WWTP & Lift Stations, asset information, and provide City records necessary to address the Scope of Services.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this 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 2:00 p.m. on January 29, 2020, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Keith Sanders, Wastewater Treatment Services Assistant Plant Manager, WWTSU – ksanders@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

There is no mandatory pre-proposal meeting for this ITB. Upon request, interested offerors can access and tour the WWTP and Lift Stations.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected Consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the week of February 17, 2020. Consultant must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before February 11, 2020, at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

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

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

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

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

Proposals submitted must be clearly marked: **“RFP No. 20-12 – WWTP & Lift Stations Asset Management Program”** and list the Consultant's name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

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

A proposal will be disqualified if 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 will be deemed non-responsive and will not be considered for award.

Please provide the forms outlined above (Attachments B, C and D) within your narrative/technical 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 Consultant's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The 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.

Advertise January 15, 2020

Activity/Event

Written Question Deadline
Addenda Published (if needed)
Proposal Due Date
Tentative Interviews (if needed)

Anticipated Date

January 29, 2020, 10:00 a.m.
Week of February 5, 2020
Feb. 11, 2020 at 2:00 p.m. (Local Time)
Week of February 17, 2020

Selection/Negotiations
Expected City Council Authorizations

February 25
April 6, 2020

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

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

1. Background

This section is provided as supporting information for the proposer to understand the extent of the sewage lift stations and city of Ann Arbor wastewater treatment facilities. We recognize this information to be key for the Consultant to achieve the project objective of preparing a WWTP and Lift Stations Asset Management Program for the City of Ann Arbor.

AAPSA is a municipal water utility that provides quality drinking water, sanitary sewage disposal, hydropower generation, and storm water services to a population of approximately 115,000 people within the City. AAPSA also provides water and sewer service to portions of Ann Arbor, Scio and Pittsfield Townships (population approximately 10,000). The entire AAPSA covers about 43 square miles and continues to attract residential and commercial development.

The City's Sanitary Sewer Collection System is a network of about 370 miles of pipes all heading roughly northeast to the City's WWTP. The City maintains and operates eight Lift Stations at seven locations. Five of the Lift Stations are in the process of being replaced. Two stations will be replaced in 2020, two stations in 2021 and the last station in 2022. A seventh lift station is scheduled to be eliminated. Six of the City-owned Lift Stations will be part of this Asset Management Program.

The City operates and maintains a WWTP having an average annual design flowrate of 29.5 MGD. The WWTP consists of an East (19.5 MGD) and West Plant (10 MGD). The biosolids management equipment and systems and the Solids Handling Building at the WWTP were renovated in 2012. The West Plant was completely demolished, replaced and placed back into service in 2015. The East Plant was renovated by the installation of new pumps, blowers, and ancillary treatment components in 2017.

Overall asset management for the Systems is implemented through two working Units of the AAPSA.

- The WWTSU is responsible for operation and maintenance of the WWTP and the Lift Stations. The WWTSU utilizes Cityworks® for work orders and service requests on these City-owned assets.
- The Systems Planning Unit is a multi-disciplinary unit with responsibility for programmatic management of City-owned assets through capital improvement planning, utility systems modeling, regulatory compliance, management of constructed and natural infrastructure systems,

development of environmentally sustainable practices, and a collaborative community engagement effort.

The Financial and Administrative Services Area is responsible for the financial aspects of the utility and oversees Rate Development, including making qualified decisions to provide relevant, timely and accurate financial reports to our stakeholders.

The City currently uses Cityworks®, Cityworks® Server, ArcGIS® and ArcGIS® Server for asset and maintenance management for the Systems as well as other City-owned, widely distributed assets. Cityworks® also provides field automation and work order fulfillment business processes for the City. Cityworks® is a GIS-centric software solution that uses ESRI-compatible geodatabases residing on Microsoft SQL Server for centralized data and information management. Asset management integration will allow the City to see the location of assets and answer geospatial queries in conjunction with asset queries for job planning and decision-support activities. The asset management software is required to populate and/or integrate with pre-existing spatial database engine (SDE) geo-databases so the City can leverage Cityworks® for work order management. This will provide direct integration to asset maintenance management, and work order management processes.

Detailed information regarding the recent history of construction activities at the City's WWTP is presented in the following paragraphs.

The City authorized a Master Plan study effort to evaluate the condition and performance of the City's WWTP facilities. Finalized in 2004, the results of the study revealed that the plant's existing residuals handling facilities, which processes the residual solids in wastewater, needed to be replaced. The aging biosolids processing equipment was constructed in the late-1970's and exceeded its useful operating life. As a result, operating efficiency declined and maintenance had become increasingly more challenging and costly. Replacement of these equipment and systems was necessary for the WWTP to improve process reliability and meet current and future solids processing capacity requirements.

The Residuals Handling Improvements Project was included in the City's Capital Improvements Plan for the WWTP. The three-year project included the following major elements:

- Demolition of existing equipment including dewatering plate and frame presses and biosolids incinerator
- Installation of centrifuges for biosolids dewatering and gravity belt thickeners to separately thicken secondary biosolids

- Rehabilitation of an existing gravity thickener for thickening primary biosolids and conversion of two existing gravity thickeners to covered tanks for blending thickened primary and secondary biosolids
- Rehabilitation and modification of the Solids Handling Building to accommodate new equipment, meet current building code requirements and to install a building addition for loading trucks with processed biosolids and receiving chemical deliveries
- Installation of a new boiler to service all facilities within the WWTP
- Installation of odor control equipment to reduce WWTP staff exposure and off-site nuisance odors from residuals handling equipment and facilities
- Replacement of antiquated 4.8 kV electrical system with a more efficient and maintainable 13.2 kV system

The Master Plan also identified other major capital improvements needed for the WWTP to effectively and efficiently treat wastewater at current and future flows, including replacement of the West Plant, which had been taken out of services in 2009 due to its dilapidated condition. This second major capital project was included in the City's Capital Improvements Plan as the WWTP Facilities Renovation Project. This project was divided into several phases including: East Plant Modifications, West Plant Demolition and Reconstruction, and electrical and site work.

East Plant Modifications include:

- Rehabilitation of the East Plant Aeration system including the new blowers, new air piping, new diffused aeration system, new mixers and reconfiguration of the tank flow patterns
- Modification of the East Electrical/Blower Building including removal of the standby generators and electrical gear, a new sampler room, and the replacement of RAS pumps
- Electrical improvements to the East Primary Building
- Miscellaneous repairs to the Secondary Clarifiers
- Conversion and rehabilitation of the Dechlorination Building to Tertiary Filter Blower Building.
- Construction of the East Ferric Building
- Concrete repair and gate repair throughout the East Plant

West Plant Reconstruction includes the construction of:

- Primary clarifiers
- West Primary building
- Aeration tanks

- Secondary clarifiers
- West Secondary Building
- Administration Building
- An electrical building for the Raw Sewage Lift Station
- An Influent Splitter/Flow Monitoring Station
- West Ferric Building

Electrical and Site Work includes:

- Replacement of the existing 4800 KV power distribution system with a 13.2 KV power distribution system
- Construction of the Central Electrical Building
- Replacement of the existing standby generators with new generators located within the Central Electrical Building
- Re-routing of existing site utilities
- Reconfiguration of the existing storm water system
- Upgrading the existing earthen embankment so that it meets FEMA standards and can be certified
- Relocation of DTE power transmission lines
- Installation of new roadways throughout the plant
- Upgrading the existing SCADA system

2. Objective

The Objective of this Ann Arbor WWTP and Lift Stations Asset Management Program is to seek the services of a Consultant to develop an asset Management Plan (AMP) and Asset Management Program (Program) for the WWTP and five sanitary sewage Lift Stations in accordance with EGLE Asset Management Plan requirements. Five of Ann Arbor's seven lift stations are scheduled to be replaced over the next three years. Two stations, Astor and Franklin, will be replaced in 2020, and two stations in 2021 and one station in 2022.

The Program shall address the five core elements identified by EGLE including:

- The current state of the assets,
- The required sustainable level of service,
- The assets critical to sustained performance,
- The minimum life-cycle costs, and
- The best long-term funding strategy.

Under this assignment, the Consultant shall develop both an AMP that identifies the components of an AMP for the Lift Stations and WWTP that will be submitted to EGLE for review and approval. The assignment also includes preparation of the Program that

implements the AMP and develops asset information as outlined under Section 3 Requirements of this RFP. Once the AMP is prepared and submitted to EGLE, the Consultant shall immediately proceed with development of the Program.

The Consultant shall have approximately three months to develop an AMP and 20 months to complete the Program. The AMP is due to EGLE by July 1, 2020, and the completed Program to Ann Arbor by December 31, 2021.

The successful Consultant shall coordinate work with WWTSU staff who will provide access to the WWTP and Lift Stations, asset information, and provide City records necessary to address the Scope of Services.

3. Requirements

Task 1: Asset Inventory

- Develop existing Asset Inventory for WWTP and Lift Stations
 - Equipment (including electrical and mechanical components), major process equipment (clarifier tanks, etc.), piping, buildings (HVAC, structures, interiors, etc.), and grounds (roadways, fence, flood protection, etc.)
 - Force Mains in the Sanitary Sewer Collection System are not included in this proposed project
- Asset information to include:
 - A brief description of the fixed asset, its design capacity, its level of redundancy, and its tag number, if applicable
 - Location of the fixed asset
 - Year the fixed asset was installed
 - Present condition of the fixed asset and the cause of the current condition if less than good
 - Current fixed asset replacement cost in dollars for year specified in accordance with approved schedules.
- Identify gaps in data
- Recommend a strategy to obtain missing information
- Work with personnel to determine optimal method(s) to add any missing assets
- Recommend how asset inventory is to be reported

Task 2: Condition Assessment

- Review any existing City condition assessment data
- Determine asset assessment methodology for WWTP and Lift Station assets
- Develop a plan for obtaining necessary condition assessment data for the implementation of this project
 - Prioritize areas for condition rating as a part of this project

- Recommend schedule for obtaining field determined condition assessment for any missing data
- Assign condition assessment for missing data that was collected.
- Rate the performance of the Systems' assets with industry standard scale

Task 3: Determine Remaining Life of the Assets

- Document industry standards for basis of determining remaining life of assets
- Estimate remaining service life based upon condition and typical service life

Task 4: Analysis of Life Cycle and Replacement Costs of Assets

- Analyze all available historic financial data regarding life cycle costs of assets
- Review 2015 Water and Wastewater Capital Cost Recovery Study for system value
- Analyze data gathered in the Condition Assessment as it relates to projected fiscal needs for the assets
- Determine the Systems' asset values
- Determine local costs for repair, renewal, and replacement of the assets so that this data is available for later steps

Task 5: Determine Target Levels of Service for Assets

- Evaluate the required Levels of Service per all State and Federal regulatory requirements
- Perform Gap Analysis between target Level of Service and current system performance

Task 6: Determine Criticality of Systems' Assets (Risk of Failure)

- Establish criteria for determining probability and consequence of failure
- Determine probability of failure for each asset on a scale of 1-5
- Determine the consequence of failure for each asset
- Calculate criticality rating for each asset on a scale of 1-5 based on consequence of failure and desired level of service.
- Compute the Business Risk Factor for the fixed asset as part of a "Business Risk Evaluation" by multiplying the probability of failure rating by the criticality rating.

Task 7: Formalize Optimal Operations and Maintenance (O & M) Program

- The AMP should detail the number of adequate staff to carry out the operation, maintenance, repair and testing functions required to ensure compliance with the terms and conditions of the City's NPDES permit and Part 31 of the NREPA.

- Assemble, review, and document existing O&M procedures used for each asset
- Recommend revisions and additions to the existing procedures to maximize the life of the assets, and contribute to achieving the desired Level of Service
 - Recommendations shall include alternative methods for maintenance
 - Recommendations shall address optimal methods for field data capture
- Recommend expenditures for maintenance, corrective action and capital improvement taken during the fiscal year
- Set up decision making trees to determine whether to maintain and repair, refurbish, or replace each asset
- Perform Gap Analysis between existing resources (including equipment, staffing, and materials) and those necessary for optimizing O&M
- Develop an overall O&M Program that strives for the lowest average life-cycle cost
- Estimate expenditures for maintenance, corrective action and capital improvement taken during the fiscal year

Task 8: Formalize Optimal Capital Improvement Program

- Recommend asset prioritization criteria utilizing the outcome of the previous tasks
- Identify capital improvement projects that, based on the previous tasks performed, are necessary for long-term management of the assets
- Recommend long-term strategy for capital reinvestment

Task 9: Establish Sustainable Funding Strategy

- Work closely with City Finance staff and other City staff to review projections of expected revenues for the WWTP budget
- Perform Gap Analysis between projected revenue and system needs
- Based on those projections, determine the optimal mix of spending on operations and preventative maintenance, repair, refurbishment, replacement, and expansion projects, if any
- Prepare rate calculation demonstrating sufficient revenues to cover OM&R expenses. The ultimate goal of the Asset Management Program is to ensure sufficient revenues to fund OM&R expenses
- Expenditures for maintenance, corrective action and capital improvement taken during the fiscal year

Task 10: Generate Asset Management Program

- Synthesize all of the material in the previous tasks into a comprehensive Program for the WWTP and Lift Stations.
 - The Program shall include a concise executive summary that tells the story in a way that is understandable to the community and decision makers
- The Program must also include creation of Standard Procedures for each asset that are readily understandable to personnel who will implement the procedures.
 - Procedures must include:
 - the “how to” based on ongoing operations and maintenance protocols
 - ongoing update of criticality ratings
 - ongoing data management and collection
 - ongoing CIP programming
 - ongoing financial analyses

SCHEDULE

The Consultant shall submit a proposed schedule for AMP and Program development services that includes the number of meetings with City staff during the project. Also as part of their proposal, the Consultant shall submit a list of expectations for City staff time to provide information or time commitment during the project.

DELIVERABLES

The Consultant shall submit a draft AMP to the City by June 15, 2020, for City staff review and comment. The Consultant shall submit a final AMP that addresses and incorporates City staff comments on the draft AMP by June 29, 2020.

The Consultant shall provide all deliverables in MS Word format and/or AutoCAD 2015 format.

A. Review of Existing Related Documents and Information

- Black and Veatch Master Plan, 2004
- As-built drawings for Lakewood Lift Station
- Rehabilitation Design Drawings for Astor, Franklin, Sequoia, and Arbor Landing Lift Stations
- WWTP raw sewage flow data for last three calendar years
- City’s 2021-2026 Capital Improvements Plan (www.a2gov.org/cip)
- Other documents and data may be available upon request

Available to selected consultant following execution of a Non-Disclosure Agreement:

- As-built drawings for Astor and Franklin Lift Stations
- City of Ann Arbor Water and Sewer Rate Study, 2017
- Historical maintenance records
- As-built plans for sanitary sewer lift stations and available WWTP as-built plans (PDFs available through staff to selected consultant upon execution of a Non-Disclosure Agreement)
- 2015 Water and Wastewater Capital Cost Recovery Study (www.a2gov.org/capitalcostrecovery)
- Financial Information for Public Services Area Administration, Maintenance and Operations and Capital Costs (<http://www.a2gov.org/departments/finance-admin-services/financial-reporting/Pages/default.aspx#cafr>)

B. Project Meetings with WWTP Staff

The Consultant shall identify the number of meetings with Ann Arbor WWTP staff needed for this project. From the Consultants meeting schedule, the City of Ann Arbor WWTP staff will understand the staff time commitment needed for this Project.

Consultant's Proposal

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

The outline at a minimum shall address:

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

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 25 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 – 25 points

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

2. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar references data for subcontractors and employees as requested in items A. and B. above for the main proposer.

C. Proposed Work Plan – 40 points

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

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

D. Fee Proposal - 10 points

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

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for

an interview. The committee may contact references to verify material submitted by the Consultants.

2. The committee then will schedule interviews with the selected firms if necessary. The selection committee will open the fee proposals for the firms selected to be interviewed. Selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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 30 sheets (60 sides), not including required attachments and resumes.

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

_____, 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 \$13.61/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 \$15.18/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 style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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

**ATTACHMENT 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, 2019 - ENDING APRIL 29, 2020

\$13.61 per hour

If the employer provides health care benefits*

\$15.18 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

(2019 PSA over \$25,000 Auto AI)

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____

This agreement, dated _____, 20____ (“Agreement”), is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and _____ (“Contractor”), a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at _____. City and Contractor are referred to collectively herein as the “Parties.” The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name

II. DURATION

Contractor shall commence performance on _____, 20____ (“Commencement Date”). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Contractor agrees to provide _____
Type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the 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. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

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.

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. 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 subcontractor(s) (if any).

- B. Any insurance provider 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, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. 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. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or

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

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Type Name
Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 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. 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 Project General Aggregate
\$1,000,000 Personal and Advertising Injury
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. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Agreement, the 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.