

# REQUEST FOR PROPOSALS

for  
Professional Consulting Engineering Services  
for the  
2016/2017 Bridge Inspection Project

RFP No. 968

Proposal Due Date: May 11, 2016  
On or Before 2:00 p.m. (Local Time)

April 11, 2016



**City of Ann Arbor  
Public Services Area  
Project Management Services Unit  
Guy C. Larcom Municipal Building, 301 E. Huron Street  
Ann Arbor, Michigan 48107-8647**

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**SECTION I**  
**GENERAL INFORMATION**

**A. OBJECTIVE**

The purpose of this Request for Proposal No. 968 (RFP) is to select a firm or firms to provide professional engineering services for the following project:

2016/2017 Bridge Inspection Project

**B. ISSUING OFFICE**

The RFP is issued by the Project Management Services Unit of the Public Services Area of the City of Ann Arbor, Michigan.

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 Wednesday, April 27, 2016, at 1:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to:

Michael G. Nearing, P.E., Senior Project Manager.

E-mail address: [mnearing@a2gov.org](mailto:mnearing@a2gov.org)

RFP Process and Compliance questions shall be e-mailed to:

Colin Spencer, Purchasing Manager

E-mail Address: [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

**C. QUESTIONS AND ADDITIONAL INFORMATION**

Please contact Michael Nearing at the above referenced e-mail address with questions regarding the RFP.

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info). 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.

Certain drawings and reports relevant to this RFP are available at the Guy C. Larcom Municipal Building (Ann Arbor City Hall) Project Management Services Unit, Fifth Floor. These include past Bridge Inspection Reports, as well as copies of the currently filed Michigan Department of Transportation (MDOT) Structural Inventory and Appraisal (SIA) and Bridge Inspection Report (BIR) Forms. In addition, some as-built records, including plans, exist for review as well. These

materials may be reviewed with a prior appointment, and should paper copies be required, they will be provided at a cost of \$0.10 per page for letter-size copies, and \$1.00 for each plan sheet. Alternatively, the Consultant may provide a portable flash drive and obtain electronic copies at no cost.

Each respondent must in its proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a respondent to receive or acknowledge receipt of any addenda shall not relieve the respondent of the responsibility for complying with the terms thereof.

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

**D. PRE-PROPOSAL MEETING**

A pre-proposal meeting will **not** be held. Please e-mail Michael G. Nearing, P.E. or Colin Spencer at the above referenced e-mail address with questions regarding the RFP.

**E. PROPOSALS**

Four copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 50 two-sided pages total (this page limit excludes the required City of Ann Arbor forms to be submitted as part of the proposal.)

Proposals should be prepared simply and economically providing a straight-forward, 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.

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 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.

**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 consultants, the interviews will be held the week of May 23<sup>rd</sup> through May 26<sup>th</sup>, 2016. The Consultant(s) 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. CHANGES IN THE RFP**

Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP, 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 the Project Management Services Unit on or before the due date listed in Section I, Sub-paragraph B.

#### **G. SEALED PROPOSAL RECEIPT**

Proposals submitted must be clearly marked as follows:

“RFP No. 968 – 2016/2017 Bridge Inspection Project” and list the consultant's name and address. Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All proposals must be received by Customer Service, 1<sup>st</sup> Floor, Guy C. Larcom Municipal Building (formerly known as City Hall), on, or before, **2:00 p.m., Wednesday, May 11, 2016.** Prospective submitters are responsible for the timely receipt of their proposal.

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 copies of the proposal
- one (1) digital copy of the proposal on a portable USB flash drive, preferably in PDF format

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

- one (1) original of the fee proposal

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

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

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

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

**A proposal will be disqualified if:**

1. The fee proposal is not contained within a separate sealed envelope.
2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.
3. The Forms provided as Attachment “E” (City of Ann Arbor Declaration of Compliance, Non-discrimination Ordinance), Attachment “F” (City of Ann Arbor Living Wage Ordinance, Declaration of Compliance) and Attachment “G” (Vendor Conflict of Interest Disclosure Form) of the RFP Document must be included in submitted proposals.

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

**H. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a consultant’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 in Section IV. Those who wish to submit a proposal to the City are required to carefully review the PSA. **The City will not entertain changes to the language of the PSA.**

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, to award portions of proposals to various consultants and form alternative “teams”, 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. HUMAN RIGHTS REQUIREMENTS**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment E shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor’s

Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the City.

**L. 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.

**M. 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 be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

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

**O. SCHEDULE**

An anticipated project schedule is outlined in Section IV, Attachment B and is provided for the Consultant’s information. The proposer is to take account of this schedule in the submittal of their information.

**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.



## **SECTION II BACKGROUND AND SCOPE OF WORK**

### **BACKGROUND**

The work that is being requested here, and which is to be included in the professional services agreement, is for the inspection and evaluation of fifteen (15) City-owned and/or regulated bridges or tunnels over the course of the next two years (vicinity maps, identifying the location of each of these structures, are included in Section IV as Attachment "C" for your convenience). The structures are to be inspected in accordance with the schedule outlined in Attachment "B". The bridges include:

#### **2016 Bridge Inspections**

1. Island Drive over Traver Creek
2. Maiden Lane over Huron River
3. Fuller Road (Westbound) over Huron River
4. Fuller Road (Eastbound) over Huron River
5. Huron Parkway over Huron River and Geddes Road
6. Treatment Plant Drive over Huron River

#### **2017 Bridge Inspections**

1. Broadway over Depot Street and the Wolverine Line\*
2. Broadway over Huron River\*
3. Fuller Road over Norfolk Southern Railroad
4. East Medical Center Drive over Norfolk Southern Railroad
5. 5<sup>th</sup> Avenue Parking Structure (only the portion under 5<sup>th</sup> Avenue that constitutes a bridge)
6. E. Stadium Boulevard over Ann Arbor Railroad\*
7. E. Stadium Boulevard over S. State Street\*
8. Eisenhower Parkway over Ann Arbor Railroad\*
9. University of Michigan Tunnel under Huron Parkway

\*Denotes a bridge that is located on the National Highway System. Additional inspection and reporting requirements apply to these structures.

The bridges are to be inspected and evaluated in order to complete and update their respective Michigan Department of Transportation (MDOT) Structure Inventory and Appraisal (SIA) and Bridge Inspection Reports (BIR) forms. The most current version of the forms are contained within MiBRIDGE. Copies of these forms, previous inspection reports, and other information, for the City's bridges may be obtained from the City of Ann Arbor Public Services Area - Project Management Services Unit.

The University of Michigan Tunnel under Huron Parkway is privately owned by the University of Michigan and is located within the City right-of-way in Huron Parkway south of Plymouth Road. The Consultant shall work with appropriate University Staff to coordinate the inspection of the tunnel so that access can be gained. The Consultant shall provide a minimum of seven (7) working days prior to the anticipated date of the inspection in order to gain entrance to the facility for the purpose of inspecting the tunnel. The University maintains a secure site and the Consultant will be required to check-in upon arrival and may be required to wear a visitor identification badge. At no time shall the Consultant be able to gain entrance to the facility at a time that has not been pre-arranged and coordinated with the University of Michigan.

The Consultant shall be expected to be aware of, up-to-date, and compliant with, recent inspection requirement revisions by FHWA with regard to tunnel inspections and the required documentation.

The 5<sup>th</sup> Avenue Parking Structure is a recently constructed, underground, parking deck, partially located under the 5<sup>th</sup> Avenue right-of-way. The parking structure is comprised of cast-in-place, post-tensioned concrete, and other load-resisting systems. The Consultant shall be responsible for evaluating and reporting on the portion of the structure that is located under 5<sup>th</sup> Avenue. The first formal inspection of the structure was conducted 2013. SIA and BIR forms have been completed for this structure. Load rating calculations for this structure were performed at that time as well.

The Consultant shall also be aware that several City-owned bridges are located on the National Highway System and additional inspection and reporting requirements exist for these structures. These structures require element-level inspection and reporting based on the current MDOT and FHWA Standards. The work plan proposed by the Consultant shall contain the necessary resources to meet all relevant inspection and reporting standards.

Upon completion of the investigation, the Consultant shall prepare and submit to the City updated SIA and BIR forms for each bridge, tunnel, or parking structure. Also, separate and independent inspection reports, which summarize, in detail, the consultants findings and recommendations for each “bridge” shall be submitted as well. The SIA and BIR forms, as well as the information gathered for the inspection reports, must be submitted to the City using the internet-based Michigan Bridge Management and Inspection System (MiBRIDGE) provided by MDOT. The Consultant will be required to register the individual(s) that will perform the inspection and associate themselves with the City. At that time, the City will approve bridges on which the Consultant may work. At no time shall the Consultant submit the bridge information to MDOT without prior authorization by the City.

The Consultant will be required to provide written documentation that the Qualified Team Leader that will be leading the bridge and tunnel inspections possesses the needed credentials as required by the Federal Highway Administration and National Bridge Inspection Standards.

## **SCOPE OF WORK**

### **Task 1 - Provide Updated MDOT SIA and BIR Forms**

- A. The Consultant shall schedule and chair the project "kick-off" meeting to discuss specific details relative to the project. The Consultant shall bring to this meeting a time-line schedule outlining the major and/or critical elements of the proposed work. The Consultant shall also provide an agenda for the City's review and comment prior to the meeting.
- B. The Consultant shall review prior Bridge Inspection Reports, available as-built records, load rating calculations, evaluations, and currently filed MDOT SIA and BIR forms for each bridge or structure. Some of this information may not be available for each bridge.
- C. The Consultant shall request and obtain any permits of entry required to inspect the structures. Any and all permit fees required shall be paid for by the Consultant.
- D. The Consultant shall, at all times during the work, provide traffic control in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Public Services Area Standard Specifications, which are incorporated by reference. When lane closure permits are required to complete the work, they shall be obtained by the Consultant.
- E. The Consultant shall perform a structural inventory and appraisal (bridge inspection) for each bridge or structure. This work shall be performed in accordance with the schedule included in Section IV, Attachment "B". The Consultant shall complete a MDOT BIR form and update the current SIA forms on file with the State. Information gathered for these forms must be entered into the MiBRIDGE program for the City's review and subsequent submission to the State. Paper copies of all forms are to be sealed and certified by the Michigan Licensed Professional Engineer (MPE) in charge of the inspection prior to submission to the City. The Consultant/MPE shall be available to explain their findings and answer questions, if raised by City and MDOT officials, concerning the SIA forms, BIR forms, and the project, at no additional cost to the City. The Consultant's investigation shall include, but not be limited to, the following:
  - 1. Identifying the structure's type, age, and load resisting system.
  - 2. Detailing the present condition of the structure by reviewing and evaluating construction details; structural connections and appurtenances; and, checking for possible alignment, settlement, expansion and contraction problems. Identifying, defining, and classifying the nature and extent of any observed defects. Noting any safety hazards found on or in the structures and completing the BIR forms and reporting the results, in writing, to the City immediately. Preparing sketches, if necessary, to define all observable damage, deterioration, and defects. Taking color digital photographs, as necessary, to document all such defects.

### 3. Reviewing structural system components:

#### Steel Structures

- a. Assess the adequacy of structural members for the given application, and if necessary, determine the size of members by using non-destructive testing by such methods as ultrasonic thickness gauges, micrometers, or other approved devices.
- b. Determine/verify span lengths.

#### Concrete Structures

- a. Assess the adequacy of structural members; and the type, size, and spacing of steel reinforcing for the given application.
- b. Determine/verify span lengths.

- F. City-owned bridges located on National Highway System (NHS) routes shall have all pertinent National Bridge Element (NBE) and MDOT Agency Developed Element (ADE) data collected, condition states determined, and applicable quantities measured and reported following MDOT and FHWA standards. This information shall be detailed in the bridge inspection report.
- G. The Consultant shall review the Average Daily Traffic (ADT) data collected by the City of Ann Arbor Public Services Area - Project Management Services Unit and incorporate any necessary revisions to the SIA and BIR forms.
- H. The Consultant shall review the existing Level One and/or Two Scour Evaluations on file for each bridge. Also, the prepared Scour Action Plans shall also be reviewed. Any scour evaluation or Scour Action Plan that is found to be deficient, substandard, or does not exist shall be revised/created and submitted in accordance with the Task 3 requirements for Bridge Inspection Reports.
- I. The Consultant shall chain drag 100% percent of each concrete bridge deck and hand-sound the face of all substructure units to provide an estimate of the total concrete-surface delamination for each structure. All deck delaminations/cracking shall be mapped and submitted to the City in an AutoCad (Version 2015 or later) format at the completion of the project. An appropriate drawing, sealed by an MPE, shall be required for each bridge.

#### **Task 2 - Bridge Inspection Reports**

- A. The Consultant shall perform a detailed investigation of the structures to determine their relative condition and the extent and limits, if any, for each component therein, which may require repair or be considered deficient or substandard, based on currently accepted standards. The reports shall be created and submitted to the City in a Microsoft Word format. Each report shall be certified by the MPE that was in charge of the inspection. The reports shall discuss, in detail, all aspects of the bridge investigation program and shall propose alternative measures to correct any deficiencies found. In addition, in the reports, the Consultant shall:

1. Evaluate the adequacy of the load resisting system, including all components and appurtenances for compliance with the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges (current edition), the AASHTO Roadside Design Guide (current edition), and MDOT's Detail Bridge Inspection Frequency Guidelines, for the given service loading and use.
  2. List all repair and maintenance needs for each structure either by structural member or component.
  3. Develop cost estimates and recommendations for repair and restoration strategies, and for the total replacement of each bridge, if warranted within the next ten years. Alternatives to correct deficiencies shall be outlined and detailed in each report. Engineering fees related to recommended construction cost estimates are to be included in the report. This information may be incorporated into the City's Capital Improvements Plan (C.I.P.) and Bridge Asset Management Plan. The cost estimates shall be created and submitted to the City in an Excel spreadsheet format. Proposed estimates for work items shall follow the conventions established in MDOT's Local Agency Program's Bridge Cost Estimate Worksheet.
  4. Provide a weighting system which classifies restoration needs according to each structure's age, condition, function, uniqueness, or degree of external constraint.
  5. Provide sketches, if necessary, to define all observable damage, deterioration, and defects. Digital color photographs shall be taken to document all such defects and shall be included in each report. A CD containing the digital photographs shall be submitted to the City at the completion of the project.
  6. Review the structural analysis and/or load rating for each structure, using the AASHTO load factor or Load Resistance Factor Rating (LRFR) method (as appropriate) and update its inventory and operating ratings to meet current requirements of the Michigan Structural Inventory and Appraisal Coding Guide. Recommendations for the posting of weight and speed restrictions, if required, and any emergency repairs shall be listed.
  7. Provide copies of the updated MDOT SIA and BIR forms, sealed by the MPE in charge of the inspection.
  8. Measure the bridge deck joint widths for each bridge (as applicable).
- B. Prior to submitting the final Bridge Inspection Report for each bridge, the Consultant shall submit a copy of the "preliminary" reports for the City's review in accordance with the schedule in Section IV, Attachment "B". After review by the City, a meeting will be held to discuss incorporation of warranted comments into the final inspection reports.
- C. Attend a final review meeting with the City to discuss, in further detail, the final bridge inspection reports and the project in general.

### SECTION III MINIMUM INFORMATION REQUIRED

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.

A. Professional Qualifications – 15 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 – 25 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm **and** the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall including the firm/agency name, address, telephone number, project title, and contact person is required.

C. Proposed Work Plan – 30 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 - 30 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.
2. The fee proposed must include the total estimated cost for the project 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 Attachment A in Section IV of this RFP.

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

Legal Status of Respondant, Non-Discrimination Compliance, Living Wage Compliance, and Vendor Conflict of Interest Disclosure forms must be completed and returned with the proposal. These elements should be included in the appendix section of 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 70 points) to select a short-list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.
2. The Committee then will schedule the interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. 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 forty-five (35) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (40) 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.



**SECTION IV  
ATTACHMENT "A"**

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR  
FOR \_\_\_\_\_**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and \_\_\_\_\_

("Contractor") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

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

Project means \_\_\_\_\_.  
Project name

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide \_\_\_\_\_  
type of service  
("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted

accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

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

#### **V. COMPENSATION OF CONTRACTOR**

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

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **IX. OBLIGATIONS OF THE CITY**

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

#### **X. ASSIGNMENT**

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

#### **XI. TERMINATION OF AGREEMENT**

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

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

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

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 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.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

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

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

**XVII. SEVERABILITY OF PROVISIONS**

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

**XVIII. EXTENT OF AGREEMENT**

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

**FOR CONTRACTOR**

By \_\_\_\_\_  
Its                                      Type Name

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Tom E. Crawford, Acting City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E., Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**



## **EXHIBIT B COMPENSATION**

### General

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

(insert/attach Negotiated Fee Arrangement)

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall 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 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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 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.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

**ATTACHMENT “B”**  
**PROPOSED SCHEDULE**  
**for the**  
**2016 – 2017 BRIDGE INSPECTION PROJECT**

**2016 Schedule**

Anticipated Award of PSA by Council	July 18, 2016
Contract Execution/Notice to Proceed	August 1, 2016
Completion of Preliminary SIA and BIR Forms	October 21, 2016
Completion of Final SIA and BIR Forms (Submission of all Forms to the City)	November 4, 2016
Completion of Preliminary Bridge Inspection Reports	November 18, 2016
Completion of Final Bridge Inspection Reports	December 19, 2016

**2017 Schedule**

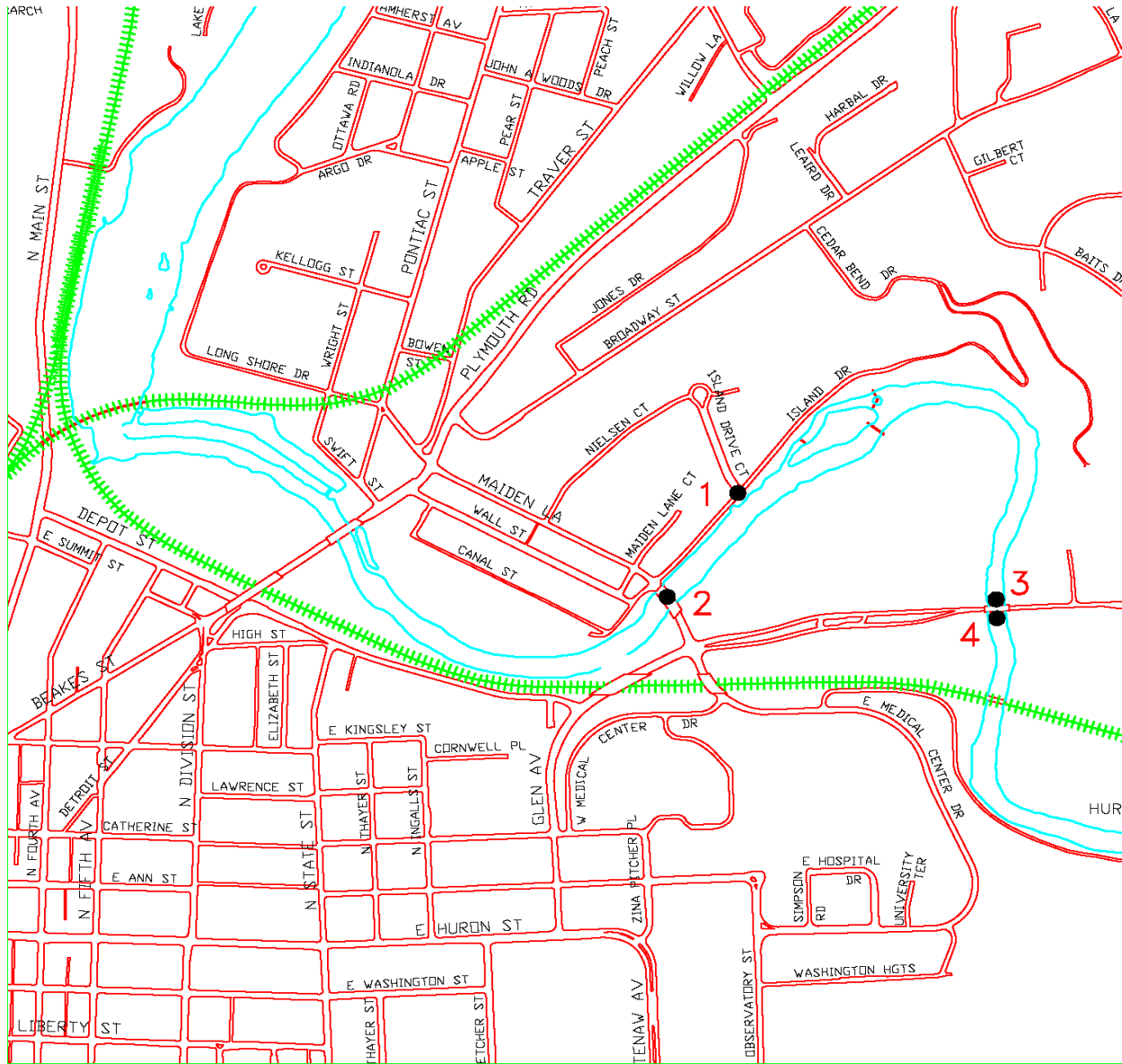
Begin 2017 Bridge Inspections	October, 2017
Completion of Preliminary SIA and BIR Forms	October 20, 2017
Completion of Final SIA and BIR Forms (Submission of all Forms to the City)	November 3, 2017
Completion of Preliminary Bridge Inspection Reports	November 17, 2017
Completion of Final Bridge Inspection Reports	December 18, 2017

Note:

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

Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

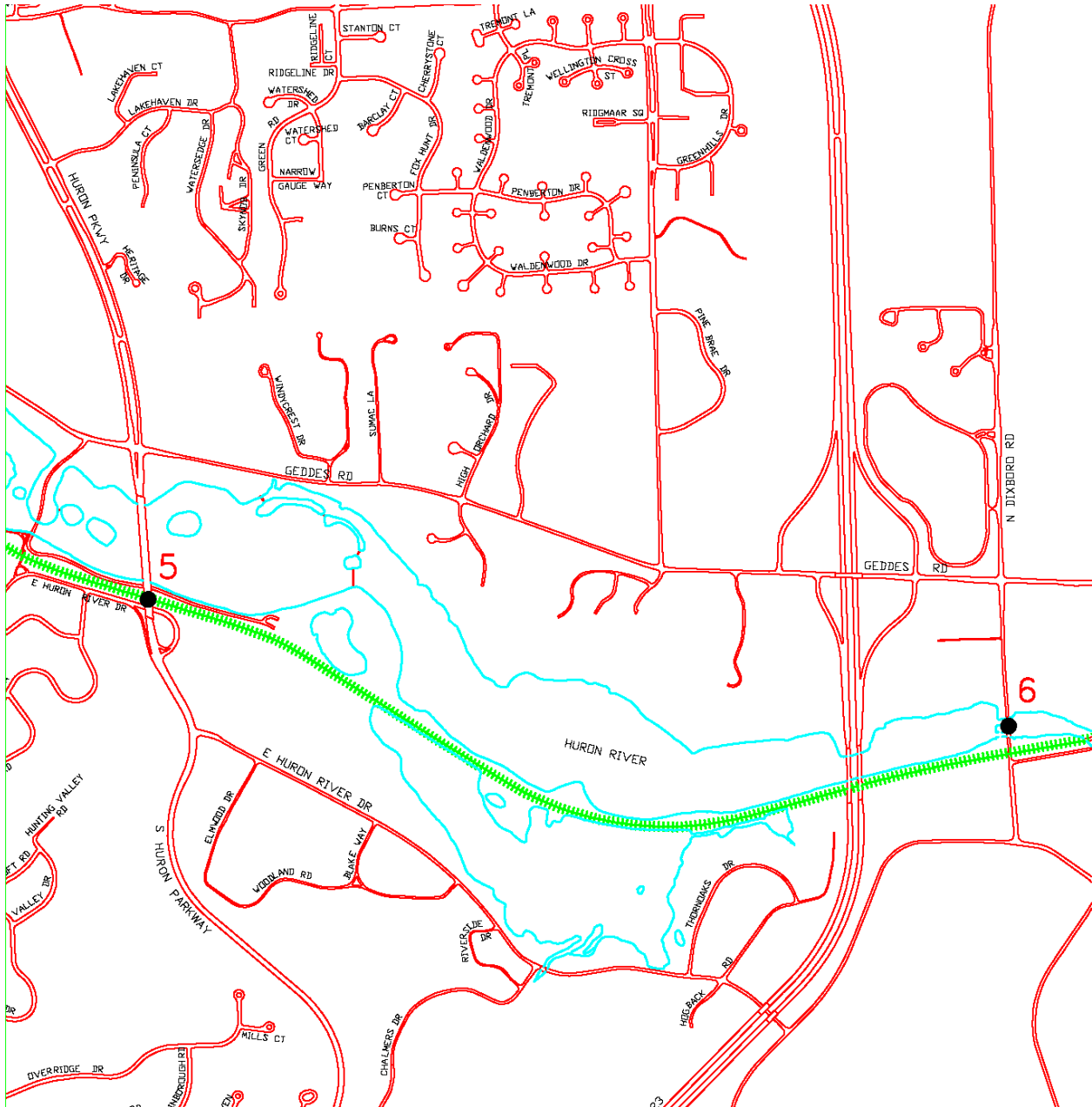
**ATTACHMENT "C"**  
**2016 BRIDGE INSPECTION PROGRAM**  
**Vicinity Map**



<u>Bridge No.</u>	<u>Location</u>
1	Island Drive over Traver Creek
2	Maiden Lane over Huron River
3	Fuller Road (Westbound) over Huron River
4	Fuller Road (Eastbound) over Huron River

**ATTACHMENT "C" (CONTINUED)  
2016 BRIDGE INSPECTION PROGRAM**

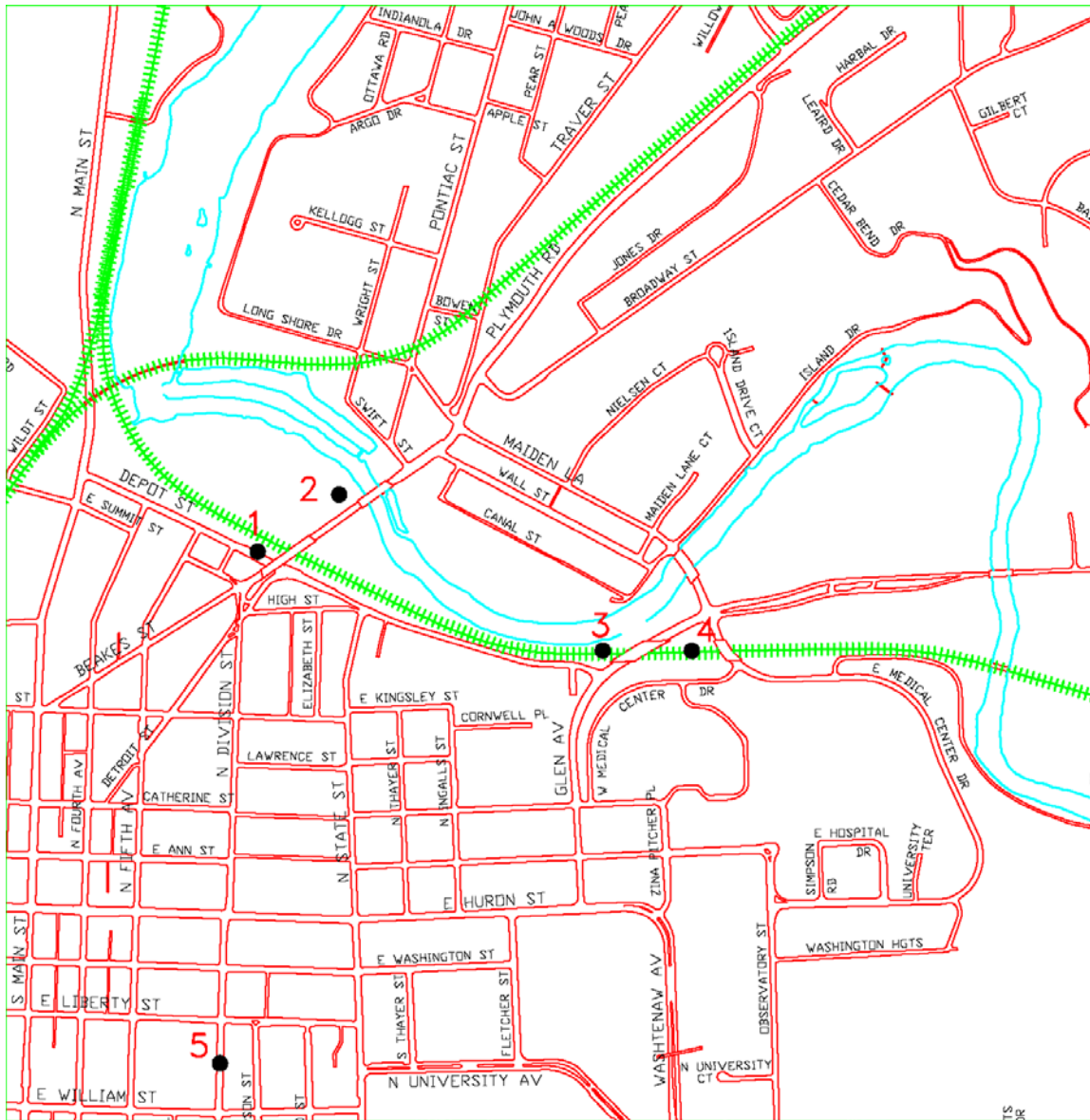
**Vicinity Map**



<u>Bridge No.</u>	<u>Location</u>
5	Huron Parkway over Huron River and Geddes Road
6	Treatment Plant Driver over Huron River

**ATTACHMENT "C" (CONTINUED)  
2017 BRIDGE INSPECTION PROGRAM**

**Vicinity Map**

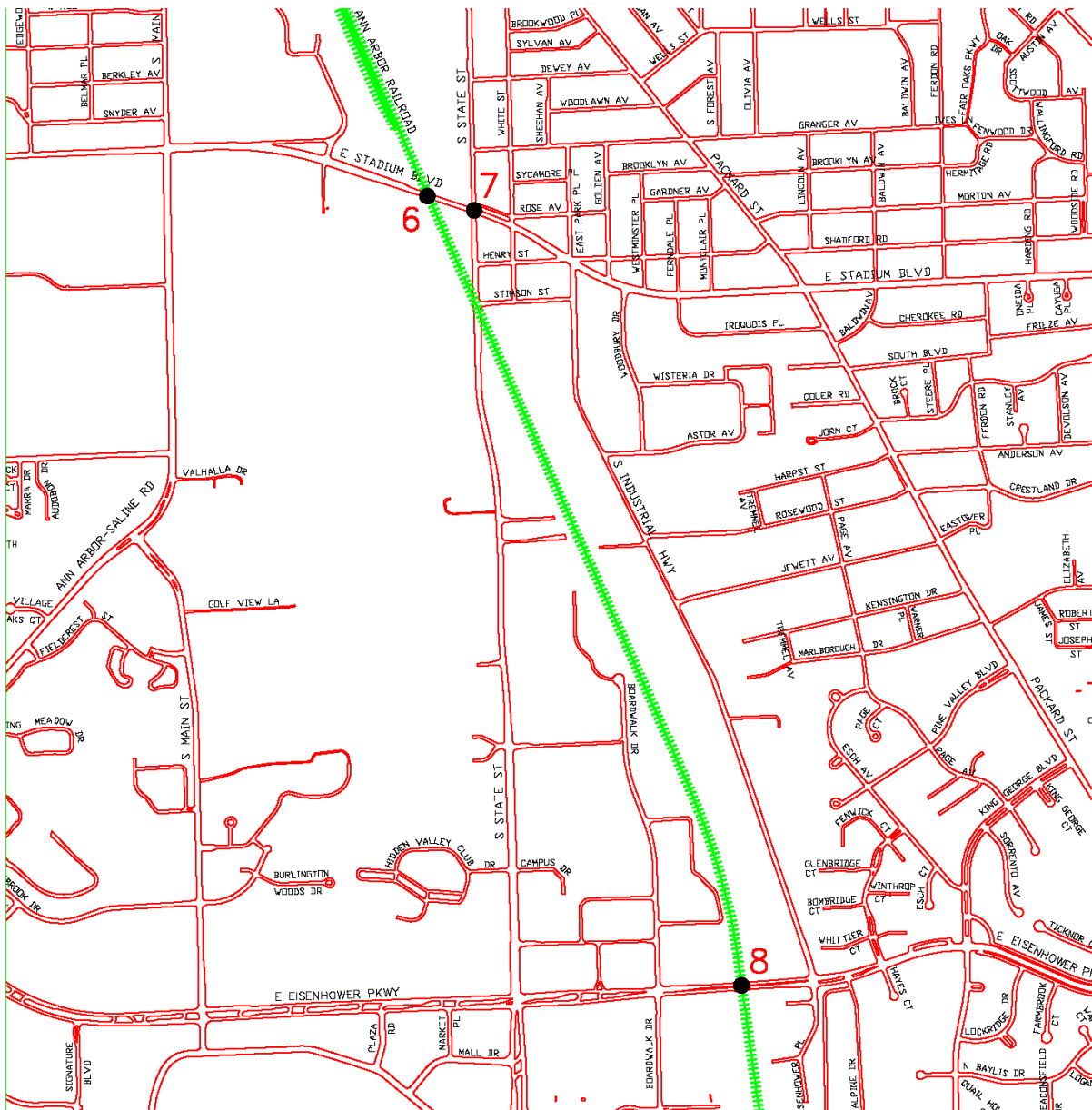


<u>Bridge No.</u>	<u>Location</u>
1	Broadway over Depot Street and the Wolverine Line*
2	Broadway over Huron River*
3	Fuller Road over the Wolverine Line
4	East Medical Center Drive over the Wolverine Line
5	5 <sup>th</sup> Avenue Parking Structure (portion under 5 <sup>th</sup> Avenue only)

\*Denotes a bridge on the National Highway System

**ATTACHMENT "C" (CONTINUED)  
2017 BRIDGE INSPECTION PROGRAM**

**Vicinity Map**



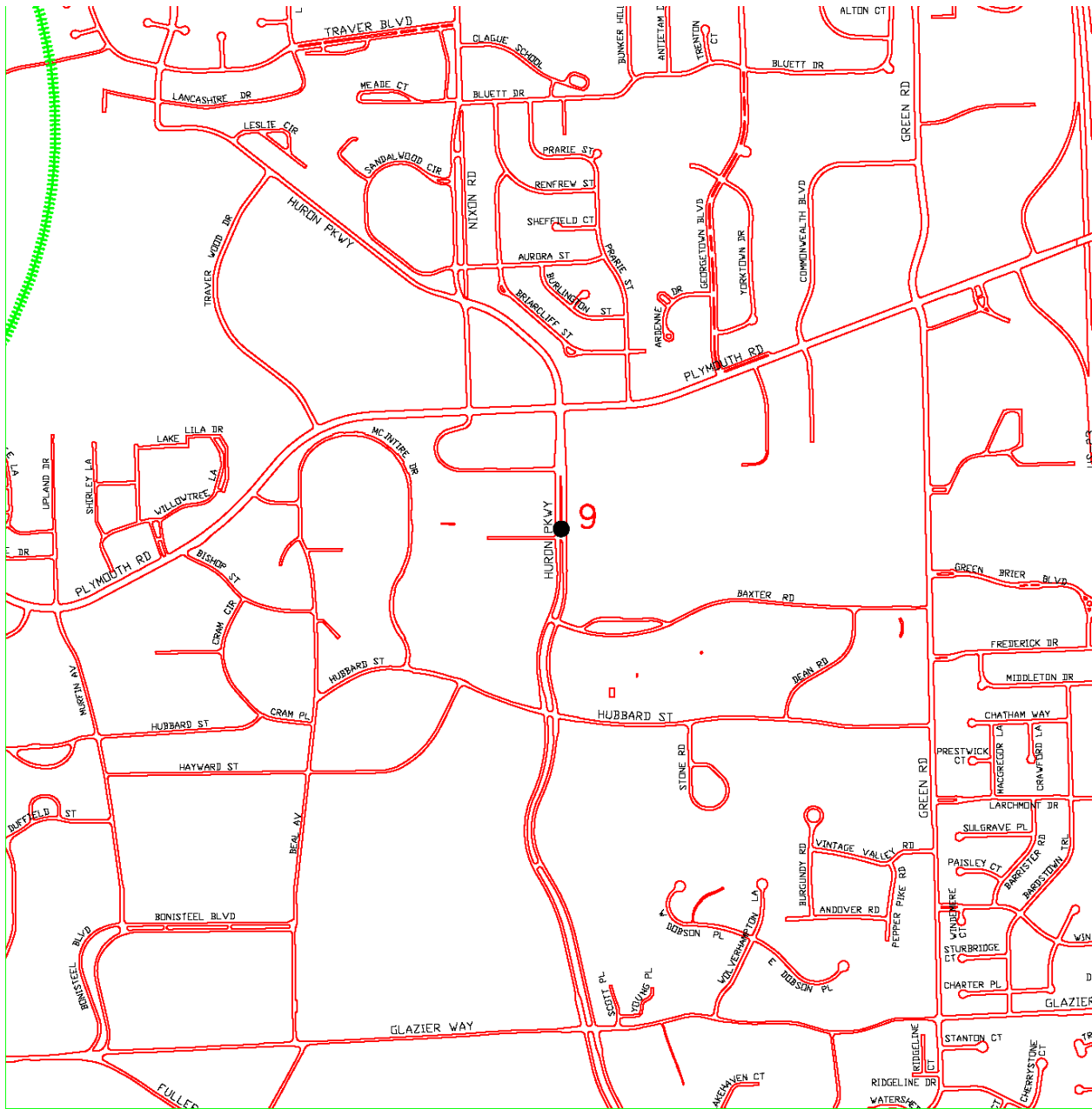
<u>Bridge No.</u>	<u>Location</u>
6	E. Stadium Boulevard over the Ann Arbor Railroad*
7	E. Stadium Boulevard over S. State Street*
8	Eisenhower Parkway over Ann Arbor Railroad*

\*Denotes a bridge on the National Highway System



**ATTACHMENT "C" (CONTINUED)  
2017 BRIDGE INSPECTION PROGRAM**

**Vicinity Map**



Bridge No.  
9

Location  
University of Michigan Tunnel under Huron Parkway

**ATTACHMENT "D"**  
**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 “E”**  
**CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

**Non-Discrimination Ordinance**

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

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

The Contractor agrees:

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative                      Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

## ATTACHMENT "F"

### CITY OF ANN ARBOR

### LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here*  *No. of employees* \_\_\_\_\_

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.43/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

*Check the applicable box below which applies to your workforce*

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

\_\_\_\_\_   
Company Name

\_\_\_\_\_   
Signature of Authorized Representative

\_\_\_\_\_   
Date

\_\_\_\_\_   
Print Name and Title

\_\_\_\_\_   
Address, City, State, Zip

\_\_\_\_\_   
Phone/Email address

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

Revised 3/31/16 Rev 1

LW-2



**ATTACHMENT "G"**

**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 maybe 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.

**ATTACHMENT “H”**  
**CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

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

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

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

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

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

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

ATTACHMENT "I"

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$12.93** per hour

If the employer provides health care benefits\*

**\$14.43** per hour

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

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**