

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL

RFP No. 17-20



Fiber Optic Network Maintenance, Design and Build Services

Proposal Due Date: September 6, 2017 at 2:00 P.M. (local time)

Information Technology Services

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

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**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a contractor to perform annual maintenance, repair and future expansion on a newly constructed fiber optic network in the City of Ann Arbor.

The City is replacing an existing leased aerial fiber optic network with a City owned aerial and underground fiber optic network (referred to hereafter as “A2-INET”).

Construction of A2-INET will be complete early fall of 2017. Upon completion, A2-INET will be certified by Corning Optics for 25-years. Once operational, the network will require periodic maintenance and upkeep by a qualified contractor capable of maintaining a metropolitan fiber optic network.

The City of Ann Arbor is looking for a company experienced in the maintenance of a metropolitan fiber optic network (~ 47 miles) that provides connectivity to forty-four sites (44) within, and surrounding, the City of Ann Arbor. Additional sites will be added to the network in the future.

The scope of this project phase entails providing routine maintenance, emergency restoration and repair services for the network. Additional services include providing adds, moves and changes to the network by providing engineering design and build services for expansion of new locations to the network.

The City of Ann Arbor intends to select a Contractor(s) in September of 2017 and negotiate contract terms as soon thereafter as possible.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

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

All questions shall be submitted on or before 10:00 A.M. (Local Time), August 18, 2017 and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to IT-RFPs@a2gov.org

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

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation

or correction. Such requests must be received via email by IT-RFPs@2gov.org on or before August 18, 2017 by 10:00 A.M. (Local Time).

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held for this project on August 15, 2017 at 10:00 A.M. at 2nd Floor City Council Chambers, Ann Arbor City Hall. Interested Contractors are strongly encouraged to attend the meeting. A hard-copy map of A2-INET will be provided in the pre-proposal meeting.

D. ADDENDUM

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

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

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

E. PROPOSAL FORMAT

To be considered, each Contractor must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Respondent. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 50 sheets (100 sides), not including required attachments. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. If the City chooses to interview any respondents, the interviews will be held in late August or early September of 2017.

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

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City on, or before, **September 6, 2017 by 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**
- **five (5) additional Proposal copies,**
- **two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within respondent's sealed proposal.**

Proposals submitted must be clearly marked: **RFP No. 17-20 – Fiber Optic Network Maintenance and Repair Services** and then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service Desk
First Floor, Guy C. Larcom Building
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered Proposals will be date/time stamped by the City 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 Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A proposal will be disqualified if:

The forms provided as Attachment C - City of Ann Arbor Prevailing Wage Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Ordinance Declaration of Compliance, Attachment E - Contractor(s) Conflict of Interest Disclosure Form and Attachment F – City of Ann Arbor Non-Discrimination Declaration of Compliance of the RFP Document must be included in submitted proposals.

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

H. DISCLOSURES

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

I. TYPE OF CONTRACT

A sample of the standard Sample Services Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to carefully review the Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in General Conditions. **The City will not entertain changes to terms and conditions of the standard Agreement.**

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

J. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined attached 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.

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 prospective Vendor(s) complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Contractor(s) 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 Contractor(s) Conflict of Interest Disclosure Form is attached and must be submitted with the proposal.

L. COST LIABILITY

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

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. AWARD PROTEST

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

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 solicitation

schedule for this procurement:

Activity/Event	Anticipated Date
Pre-proposal Meeting	August 15, 2017 at 10:00 am
Written Question Deadline	August 18, 2017 by 10:00 am
Proposal Due Date	September 6, 2017 at 2:00 pm
Interview Contractors (if needed)	TBD
Contractor Selection/Negotiate Final Agreement	TBD
Expected City Council Authorization	TBD
Execution, Award and Notice to Proceed	TBD

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

P. IRS FORM W-9

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

Q. SURETY BONDS

Before the commencement of any work, the selected contractor will be required to provide to the City the following surety bond(s), issued by a surety company licensed to write surety bonds in the State of Michigan, executed on a form supplied by the City, and satisfactory to the City Attorney:

1. Performance Bond
2. Labor and Material Bond

R. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

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

S. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondents.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more respondents to perform services.

7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Ann Arbor is looking for a company experienced in the maintenance of a mid-sized metropolitan fiber optic network (~ 47 miles) that currently provides connecting to forty-four sites (44) within, and surrounding, the City of Ann Arbor.

A2-INET consists of approximately 22 miles of new aerial fiber, 17 miles of newly installed underground cable in pre-existing conduit, and 8 miles of new fiber optic cable installed within 3-inch conduit.

The purpose of this RFP is to solicit proposals from companies that can provide maintenance and upkeep of the outside plant identified in this RFP.

The scope of this project phase entails providing routine maintenance, emergency restoration and repair services for the network. Additional services include providing adds, moves and changes to the network by providing engineering design and build services for connecting new locations to the network.

Following is a description of the tasks and activities included for this RFP. The Contractor(s) assigned to this project must demonstrate extensive experience with similar projects.

Please Note: The City Ann Arbor provides it's own network monitoring services as detailed in this paragraph and is not required as part of the scope of work. City of Ann Arbor's equipment notifies if there is a loss of service on a particular section.

In a loss of service event, the City of Ann Arbor will immediately notify the CONTRACTOR designated individual that a loss in service has occurred. For events that affect multiple locations, some site locations, such as Public Safety sites, will take precedence over other site locations.

SCOPE OF WORK

The scope of this project phase entails periodic maintenance, periodic adds, moves and changes to the network, emergency restoration and remedy, repair of approximately 47 miles of outside plant, and engineering and build services.

*****A detailed map of the network will be provided at the pre-bid meeting.*****

Please note that City will use our Signs and Signals as a secondary resource for cable repairs and may be requested by IT to assist in certain situations. The contractor for this RFP will be primary for maintenance and repairs.

Network Ring

As stated above, the network consists of approximately 22 miles of new aerial fiber, along with 17 miles of newly installed underground cable in pre-existing conduit, and approximately 8 miles of newly bored conduit and fiber optic cable.

The network is designed to provide redundancy and is constructed with multiple rings (West Ring, East Ring and Bi-Sector) that connects City operations and the City's data centers. Figure 1. Below provides a conceptual diagram of the network.

Each ring is constructed using 144-count single-mode-fiber and each lateral connecting to the ring is constructed of 48-count single-mode-fiber.

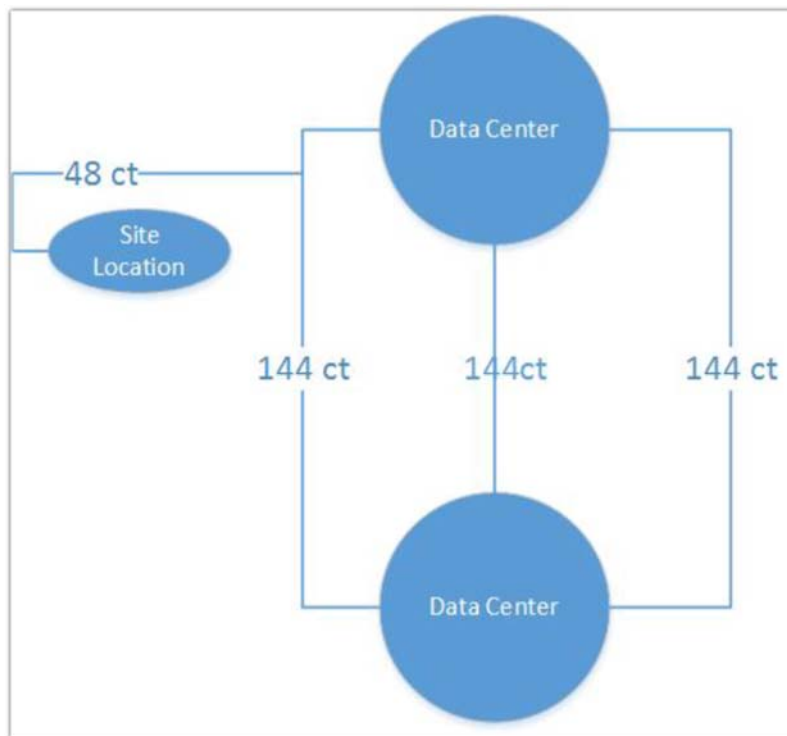


Figure 1.
Conceptual Diagram of A2-INET

Network Site Locations

Currently, there are forty-four (44) sites connected to A2-INET main fiber ring via 48 count single mode fiber cables. Unless otherwise noted, each site location has 24-pair of signal mode fiber terminated at wall or rack mounted patch panels. Not all pairs are currently operational with service. Termination locations are designated on engineering drawings that can be provided after the contract(s) is awarded. Table 1 below, provides a list of sites connected to the network.

Table 1
Site Locations

ID	Location	Address
1	AA PUBLIC LIBRARY - MAIN BRANCH	343 S Fifth Ave
2	AA PUBLIC LIBRARY - MALLET CREEK BRANCH	3090 Eisenhower Pkwy
3	AA PUBLIC LIBRARY - TRAVERWOOD BRANCH	3333 Traverwood Dr
4	AA PUBLIC LIBRARY - WEST BRANCH	2503 Jackson Rd
5	AAATA BLAKE TRANSIT	331 S Fourth Ave
6	AAATA HEADQUARTERS	2700 S Industrial
7	AAATA PLYMOUTH RD PARK & RIDE	Plymouth Rd and US-23
8	BUHR PARK	2751 Packard St.
9	CABINET AT EISENHOWER & STATE	
10	CABINET AT JACKSON & MAPLE	
11	CABINET AT PLYMOUTH & GEORGETOWN	
12	CABINET AT STADIUM & HENRY	
13	CABINET AT STATE & ELLSWORTH	
14	CENTRAL POLICE DEPT/PARKING STRUCTURE	324 Maynard St
15	CITY HALL	301 E. Huron St.
16	COUNTY ADMIN BLDG	220 N Main St
17	FARMERS MARKET	315 Detroit St.
18	FIELD OPERATIONS CENTER (2 Entries)	4251 Stone School Rd
19	FIRE STATION #1	111 N. Fifth Ave
20	FIRE STATION #2	1510 E Stadium Blvd.
21	FIRE STATION #3	2130 Jackson Rd
22	FIRE STATION #4	2415 Huron Parkway
23	FIRE STATION #5	1946 Beal
24	FIRE STATION #6	1881 Briarwood Circle
25	FULLER POOL	1519 Fuller Road
26	GALLUP CANOE LIVERY	3000 Fuller Road
27	HOUSING COMMISSION/MAPLE	701-737 N. Maple Road
28	HOUSING COMMISSION/MILLER	726 Miller Rd
29	HURON HILLS GOLF COURSE CLUBHOUSE	3465 E Huron River Drive
30	HVA	1200 State Circle
31	LESLIE GOLF COURSE CLUBHOUSE	2120 Traver Rd
32	LIBERTY ST PUMP STATION	2675 W. Liberty St
33	MACK POOL	715 Brooks St
34	MANCHESTER TANK	2111 Manchester Rd
35	MUNICIPAL AIRPORT	801 Airport Dr.
36	NAP	3875 Huron River Dr

37	NORTH CAMPUS TANK	3150 Plymouth Rd
38	PARKING STRUCTURE	650 S. Forest Ave
39	SENIOR CENTER	1320 Baldwin Ave.
40	SPARK CENTRAL	255 E Liberty St.
41	VETS MEM. PARK	2150 Jackson Rd
42	WASTEWATER TREATMENT	49 Dixboro Road
43	WATER TREATMENT PLANT (2 Entries)	919 Sunset Rd
44	WATER UTILITIES FIELD OPS	2000 S. Industrial

Following is a description of the requirements for the tasks and activities included for this RFP. The Contractor(s) assigned to this project must demonstrate extensive experience with similar projects.

A. General Requirements

1. All work performed by the Contractor shall be in accordance with the City's specifications and all applicable standards included but not limited to the following:
 - a. ANSI, ATIS, ASTM, BOCA, BICSI, EIA, IEEE, MI-OSHA, NEMA NESC, NFPA, OSHA, TIA, UL, and any other applicable industry standard(s).
 - b. The City's specifications can be found at:
<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>.
2. When any maintenance and repair is completed, the contractor(s) shall perform continuity testing of optical fibers using OTDR. Test results cannot exceed 0.25 dB loss per kilometer.
3. Any maintenance and repair changes must be pre-approved by the City of Ann Arbor before commencing with said change. Redline edit drawings in Auto-Cad format will be required for documenting any approved changes.
4. Contractor(s) is responsible for all jobsite cleanup and the remove of all spent fiber reels and other materials used during maintenance and repair (as-needed).
5. Contractor(s) is responsible for the restoration of landscape to its original condition after work is complete. Surrounding area must be filled, leveled and compacted. If grass restoration is required, contractor must apply seed or hydro seed.

B. Performance and Labor and Materials Bonds

Bonds will be required from the successful Consultant as follows: 1) a performance bond to the City of Ann Arbor for the amount of the proposal accepted; and 2) a labor and material bond to the City of Ann Arbor for the amount of the proposal accepted. Bonds shall be executed on forms

supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney (see ATTACHMENT A).

C. Warranty and Workmanship Requirements

1. The Contractor shall warrant that all materials furnished shall be new, and free from defects.
2. The Contractor shall warrant that the materials and workmanship used in this installation are as herein specified, and shall provide all material and labor required to make good any defects due to faulty materials or workmanship which become apparent within a one year period from project completion.
3. The equipment and materials manufacturers are expected to recognize that they are responsible for the failure of their products to perform in accordance with data furnished by them or their authorized representatives, as well as misrepresentations of such data.
 - a. When the products have been installed in accordance to the manufacturer's published or written instructions and recommendations, and such products fail, then the contractor and the manufacturers are responsible for replacement of the products and all associated work and materials without additional cost to the City of Ann Arbor.
 - b. Warranty information is required for all materials supplied by the Contractor.
 - c. Damage by vandals, fire, traffic accidents or "acts of God" is excluded from warranty.

D. Required Services and Optional Services

Required services include the following listed below. All services provided must include the appropriate documentation.

If your company provides other services not identified please include in the Fee Proposal Spreadsheet.

1. Routine Maintenance
2. *Optional - Tree Trimming of Aerial fiber segments on a 10-Year Cycle (~ 22 miles)*
3. Adds, Moves and Changes
 - a. Adds will entail the following additional scope of services:
 - i. Network route design from proposed demark (e.g., site location) to closest network ring splice enclosure (i.e., lateral construction – aerial, underground boring and/or both)
 - ii. Route design submission (in Auto-Cad and PDF formats)
 - iii. Permitting
 - iv. Construction
 - v. Testing and Verification per industry standards
4. As-Built Drawings of all Adds, Moves and Changes to the network including new splices

5. Fiber splicing
6. Splice enclosure installation
7. Hand-hole repair and replacement
8. Testing
9. Troubleshooting
10. Remedy problems
11. Emergency Restoration

E. Detailed Requirements per Service

1. Routine Maintenance

The Contractor shall ride out the complete fiber network two times (2) a year. The Contractor shall submit in writing their observations along with digital photographs for location(s) that need corrective action (i.e., fallen tree branch, sagging section, etc.).

This may include but is not limited to; any damaged noticed, fiber needing to be re-sagged or broken lashing wire, down trees, etc. The Contractor shall submit an estimate of the repair work to correct and complete repair.

Within 15 days, the City will provide written approval and/or request further information before maintenance work is approved.

2. Adds/Moves and Changes

The following requirements apply to splicing fiber in splice enclosures, new splice enclosures installations, new fibers spliced, testing and documentation.

- i. New fiber run shall be in accordance with the City of Ann Arbor Construction procedures, requirements and specifications listed in RFP 973.
- ii. All Splicing and Installation shall be in accordance with the City of Ann Arbor Construction procedures, requirements and specifications listed in RFP 973.
- iii. All new enclosures shall have a new splice diagram created with all the applicable information as described in the City of Ann Arbor Construction procedures, requirements and specifications listed in RFP 973 and this RFP or as arranged with the contractor responsible for management of the network.
- iv. Fibers shall be tested and the results documented according to City of Ann Arbor Construction procedures, requirements and specifications listed in RFP 973 and this RFP.

3. Test, Troubleshoot and Remedy

The Contractor shall be capable of testing fiber, determining the problem and location and repairing/remedying the problem in a timely manner. The City of Ann Arbor may require the contractor to physically inspect fiber enclosures and to map fiber within

before commencing remedy. Documentation of all findings and test results is required.

4. Emergency Restoration

Upon a call or trouble ticket, the contractor shall have crews available to be on-site within 4 hours, with fiber restoration within 8 hours or 12 hours of receiving notification from the City of Ann Arbor. Provide pricing for different on-site and restoration times on the Fee Proposal Spreadsheet, Appendix H.

5. Contractors Escalation Call-Tree

The Contractor shall provide their Companies trouble escalation calling tree.

6. Safety Requirements

- i. All Contractor personnel shall be thoroughly familiar with all applicable Occupational Safety and Health Act (OSHA) regulations, the National Electric Safety Code (NESC), state and local regulations, and the City of Ann Arbor's safety practices and policies.
- ii. Maintenance and protection of traffic is the responsibility of the Contractor and shall be furnished, installed and maintained in accordance to the governing agency's traffic control details and as specified by the City of Ann Arbor's Engineering Department.
- iii. Adequate signs and safety cones, to maintain a safe working environment, shall be supplied by the contractor and deployed prior to daily work efforts and removed at the end of each day unless site conditions warrant otherwise.

7. Documentation Requirements

- i. All As-Built drawings of Adds, Moves, Changes and Repairs, observation and field notes, documentation, submitted to City of Ann Arbor shall be in a format acceptable to the City of Ann Arbor (e.g., AutoCad, ESRI GIS, etc.).
- ii. Schematics and detailed circuit diagrams of all splice locations shall be provided in an acceptable format to the City of Ann Arbor.
- iii. All fiber testing documentation must be provided in Microsoft Excel and Microsoft Word.
- iv. Splice Testing Documentation - Documentation of the fiber optic cable plant (test results) should follow ANSI/TIA/EIA-606 Administrative Standard for Telecommunications infrastructure of commercial Buildings. This documentation shall include the insertion loss data.
- v. Prepare diagrams showing all the links tested in this project. On each line representing a link, show the maximum allowable loss and the actual loss Ensure the actual loss is the one measured after all corrective actions have been taken.

- vi. Provide an OTDR trace for all fibers to document the location of the sources of optical loss in the cable (refer Section II Testing and Acceptance).

8. Material Specifications and Requirements

Any materials required to complete maintenance and repair will be supplied by the contractor and meet the City of Ann Arbor’s material specifications listed in the paragraphs below.

- i. **Fiber Optic Cable.** All fiber optic cables must be Corning Optics cables listed below or similar. Cable should be indoor/outdoor, plenum-rated cables for inter-building and intra-building backbones in aerial, duct and riser applications.
 - a. Corning Optics 144 Strand Single Mode OS2, OSP, armored cable (144EUC-T4101D20)
 - b. Corning Optics 48 Strand Single Mode OS2, OSP, armored cable (048EUC-T4101D20)

- ii. **Closet Connector Housings**
 Corning 1U closet connector housings (CCHs) provide interconnect or cross-connect capabilities between outside plant, riser or distribution cables and opto-electronics. The units are designed for rack mounting in 19-in (48 cm) racks with preloaded termination cassettes.

Part No.	Description	Family spec sheet
CH496P24-A9-0RE	Closet connector housing with splice cassettes	CCH Family spec sheet
WC224P12-A9-0RE	Wall-mounted connector housing with splice cassettes	WCH Family Spec Sheet
CH124P12-A9-0RE	Closet connector housing with splice cassettes	CCH Family spec sheet
CH472P12-A9-0RE	Closet connector housing with splice cassettes	CCH Family spec sheet
144EUC-T4101D20	144 strand, OS2, OSP, armored cable	Family spec sheet
048EUC-T4101D20	48 strand, OS2, OSP, armored cable	Family spec sheet

- iii. **Cable Connectors.** LC connectors are required, providing a small form ceramic ferrule with 1.25 mm ferrule that are easily terminated with any adhesive.

- iv. **Splice Closures.** Supply and install Corning Optics Splice Closure Fiber (SCF) or equivalent, preloaded splice trays that are aerial and underground rated allowing up to 288 single fiber splices. The closure must provide ports for uncut feeder cables and ports for drop cables.

The closure, in canister configuration, with a quick-seal mechanical seal port, must allow for rapid and easy addition of cables after initial installation is complete.

- v. **Conduit.** Supply and install 3 (three) inch Dura-Line Smooth-wall HDPE Conduit or an equivalent is required for each Network segment needing newly installed underground conduit.
- vi. **Hand-Holes.** Supply and install Quazite Hand-holes at locations as specified in Attachment I and Table 1. All hand-holes at splice locations and underground slack loop locations are 30"x48" All remaining hand-holes are generally 17" x 30".

9. Acceptance and Testing

The Contractor(s) is required to test the fiber after installation, including all splicing and termination, after completion. Test the fiber from end to end through any interconnections to ensure that the path is properly installed and that polarization and routing are correct and documented. Any out of specification deficiencies identified must be properly corrected per industry standards.

For each network segment or fiber optic link, including spare fibers, determine whether the optical loss is within the limits permissible under applicable testing industry standards. A link is defined as a continuous segment of fiber between one connector and another connector.

When testing links that do not have connectors on both ends, use a mechanical splice to attach a pigtail to the unterminated fiber for the duration of the test. Mechanical splices will not be measured for separate payment.

The following industry testing standards shall be used to verify proper maintenance and repair and installation:

1. Testing industry standard FOTP-78 (Fiber Optic Test Procedure) will be applied to all fiber splicing and unused fibers within the following parameters using the bidirectional method established by FOTP-78, as follows:
 - a. All fusion splices will have less than 0.15 dB loss using 1550 nm optical source. The test will be bi-directional with no splice loss being greater than 0.15 DB. Since the test is bi-directional, the splice loss refers to the

final loss value obtained once the test results are averaged at each splice; none being greater than 0.15 dB.

- b. Terminations will have loss less than 0.4 dB using 1550 nm and 1310 nm optical source. Testing methods will apply industry standard TIA-472D000-B Section 8.2.1 (Telecommunications Industry Association) using Optical Time Domain Reflectometer (OTDR) as the measurement device.
 - c. No manual calculations of bi-directional averages are allowed.
 - d. Record all splice losses and termination losses in a Microsoft Excel spreadsheet and submit to the City of Ann Arbor for approval.
2. Perform OTDR testing which captures optical attenuation on all fibers after post-installation. Optical attenuation performance shall meet or exceed standard TIA-472D000-B Section 8.1 for single-mode fiber. The maximum optical attenuation loss cannot exceed 0.25 dB/km at 1550 and 0.35 dB/km 1310 nm testing.

SECTION III
MINIMUM INFORMATION REQUIRED

Respondents should organize their Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal by Task (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 and Past involvement with Similar Projects – 30 points

1. State the full name and address of your organization and, if applicable, the branch office, and **Major** sub-contractors that will perform, or assist in performing, the work hereunder.
2. Provide a list of specific experience and indicate proven ability in implementing similar projects for the firm to be involved in the project. At a minimum, Prime Contractor, the firm manufacturing the liner and the firm installing the liner should each provide a minimum of three projects of similar size and type completed in the past 5 years. 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. A form has been provided in Attachment H – Past involvement with Similar Projects. In addition to the information requested on the form, provide detailed explanations of the previous projects as part of the written proposal and any additional information that would be helpful for the City to determine the most appropriate Respondent to be used.
3. Provide any additional information on your qualifications or those of the **Major** sub-contractors that would be helpful for the City to determine the most appropriate Respondent to be used.

B. Proposed Work Plan – 50 points

Provide a detailed and comprehensive description of how the Respondent intends to complete the services requested in this RFP. This discussion shall include, but not be limited to items requested in Section II including an example of an overall maintenance and repair schedule.

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

C. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal using the attached form (Attachment H). Fee quotations are to include lump sum fees for each of the three tasks described in this RFP. The fee proposed must include the total estimated cost for the project when it is 100% complete and must include costs for mobilization, permits, flow control, and traffic control in the cost for each Task.

A sample of the required Services Agreement is included Attachment A.

D. Authorized Negotiator

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

E. Attachments

The following forms must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission:

- Living Wage Forms (Attachment D)
- Non-Discrimination Disclosure (Attachment F)
- Contractor(s) Conflict of Interest Disclosure Form (Attachment E)
- Fee Proposal Spreadsheet (Attachment H) - **Submitted in a separate sealed envelope marked fee proposal**

PROPOSAL EVALUATION

A selection committee composed of City staff will evaluate each proposal by the above described criteria and point system (A and B, based on 80 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for further consideration. The City may contact references to verify material submitted by the Respondents.

Interviews with the selected firms will be scheduled if deemed necessary by the City. At the interviews, the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal. The interview must include the project team members expected to complete a majority of work on the project. The interview shall consist of a presentation of up to thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract, followed by up to forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

The firms interviewed will then be re-evaluated by the above criteria (A through 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 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 contractors 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 ATTACHMENTS

Attachment A – Sample Agreement

Attachment B – Legal Status of Respondent

Attachment C – Prevailing Wage Declaration of Compliance

Attachment D – Living Wage Declaration of Compliance and Poster

Attachment E – Contractor(s) Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Declaration of Compliance and Poster

Attachment G – General Conditions

Attachment H – Fee Proposal Spreadsheet

ATTACHMENT A - SAMPLE 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:

THIS AGREEMENT is made on the _____ day of _____, 2017, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "On-Call Maintenance and repair Services" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

City Nondiscrimination Ordinance	General Conditions
Prevailing Wage Declaration of Compliance Forms	Standard Specifications
Living Wage Declaration of Compliance Forms	Detailed Specifications
Contractor(s) Conflict of Interest Form	Plans
Bid Forms	Addenda
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area, Project Management.

Supervising Professional or Owner means persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Engineer or Owner's Representative means Consulting Professional acting under the authorization of the Supervising Professional/Owner.

Project means _____, No. _____

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed by_____
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$0.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated bid total of:

_____ Dollars (\$_____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - 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.

ARTICLE VI - 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 maintenance and repair (as-needed), 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.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the 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 certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - 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. 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.

ARTICLE IX - Indemnification

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.

ARTICLE X - Severability

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.

ARTICLE XI - Entire 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: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus
City Administrator

By _____
Tom Crawford, Admin and Financial
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and _____ this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 201_, for _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 201_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

**ATTACHMENT B
LEGAL STATUS OF BIDDER**

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it 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 Bid, is authorized to execute contracts.

NOTE: 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 in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

_____ **Date** _____, 201__

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

**ATTACHMENT D
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 \$13.13/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 \$14.65/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

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 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**

ATTACHMENT E



Vendor Conflict of Interest Disclosure Form

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

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

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

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

ATTACHMENT G - GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

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 Title IX 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.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all lane closure permits, and the City will reimburse the contractor for all lane closure permit costs. Except for lane closure permits, the City shall secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, right-of-way occupancy permits, and the like. The Contractor shall obtain lane closure permits. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of maintenance and repair and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Maintenance and repair Industry" as published by the Maintenance and repair Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;

- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the

payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the

required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the

Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the maintenance and repair of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent maintenance and repair has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent maintenance and repair is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent maintenance and repair described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent maintenance and repair to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, 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 or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subContractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.
 - (a) 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
 - (b) 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 named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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
 - \$2,000,000 Products and Completed Operations Aggregate
 - (c) 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 named as 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.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply 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.
- (2) Insurance required under subsection (1)(b) and (1)(c) 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.
- (3) 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.
- (4) 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.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary maintenance and repair facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

ATTACHMENT H – FEE PROPOSAL FORM

	Respondent Company Name and Address:			
Item	Construction (Include all labor and materials)	Fiber Specification	Fiber Count	Installation Price/Foot
Moves, Adds, Changes	Fiber Construction per foot for new aerial construction	Corning Optics	48	\$
	Fiber Construction per foot underground boring construction	Corning Optics	48	\$
	Fiber Construction per foot for new aerial construction	Corning Optics	144	\$
	Fiber Construction per foot underground boring construction	Corning Optics	144	\$
				Per Splice
	Fiber splice for 48 count fiber (assume mid-sheath splice)			\$
	Fiber splice for 144 count (ring splice)			\$
	Splicing Costs			
	All Labor Costs			
	Subcontractor Costs			
	Other Misc. Costs:			

Adds, Moves and Changes	Additions and/or changes to network for a newly proposed location			Per Request (see below)
Network route design	Additions to network from proposed demarc (e.g., new site location) to closest network ring splice enclosure (i.e., lateral construction – aerial, underground boring and/or both)			Hourly Rate
Project management	Project management services for adds, moves and changes			Hourly Rate
Route design drawings (in AutoCad and PDF formats)	Design drawings and drawings rendered for submission of right-of-way permits to organization (e.g., AT&T, DTE, etc.)			Hourly Rate
Right-of-way permitting	Submittal of drawings and permit applications to Utilities and other relevant agencies (e.g.,			Hourly Rate
Aerial construction	Construction of additional 48 count single-mode fiber lateral to the network ring via aerial	Include all equipment, materials, labor and any restoration costs	Assume no repair or replacement of sidewalk or pavement	Per Foot
Underground boring construction	Construction of additional 48 count single-mode fiber lateral to the network ring via underground boring	Include all equipment, materials, labor and any restoration costs	Assume no repair or replacement of sidewalk or pavement	Per Foot
Documentation	Creation of final As-built drawings and supporting documenttion for new additions to the network including new splices and splice diagrams	Provide in Auto-Cad and pdf formats		Hourly Rate
Fiber splicing	Assume a mid-sheath splice of 48 count single mode fiber into 144 count single mode fiber ring	Include all equipment, materials, labor and assume an 8 hour estimate for work completion		Per Splice 48-ct SMF into 144-ct SMF ring
Splice enclosure installation	Splice enclosure installation	Include all equipment, materials, labor and assume a 4 hour estimate for work completion		Per Splice Enclosure
Hand-hole repair and replacement	Installation of a standard Quazite double-deep 30"x48" Hand-hole	Include all equipment, materials, labor and assume a 4 hour estimate for work completion	Assume no repair or replacement of sidewalk	Per Hand-Hole
Emergency Restoration	Network Restoration - Labor Costs associated with a storm incident or other incident that causes outage			Per Incident
4 hour response (on-site) 8 hours repair for aerial segment	Response and repair of aerial fiber for 144-ct SMF	Include all equipment, materials, labor and assume an 8 hour estimate for work completion		Per Incident
4 hour response (on-site) 8 hours repair for underground segment	Response and repair of aerial fiber for 144-ct SMF	Include all equipment, materials, labor and assume an 8 hour estimate for work completion		Per Incident
4 hours response (on site), 12 hours repair for aerial segment	Response and repair of underground conduit and fiber for 144-ct SMF	Include all equipment, materials, labor and assume a 12 hour estimate for work completion		Per Incident
4 hours response (on site), 12 hours repair for underground segment	Response and repair of underground conduit and fiber for 144-ct SMF	Include all equipment, materials, labor and assume a 12 hour estimate for work completion		Per Incident

Please provide a quotation on the spreadsheet in Attachment H. This quotation must reflect the performance requirements identified in Section X.

Bid prices shall include all labor, supervision and costs necessary to complete the project tasks as detailed herein.

Please include proposed labor rate arrangements, expense reimbursement rates, and/or deliverable pricing.

**** Please note: The City will use our Signs and Signals as a secondary resource for cable repairs and may be requested by IT to assist in certain situations. The contractor for this RFP will be primary.****