

REQUEST FOR PROPOSALS

(RFP No. 952)

for
Project Management and Construction Engineering Services
for the
STADIUM BOULEVARD RECONSTRUCTION PROJECT
Ann Arbor, Michigan

October 28, 2015



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

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SECTION I
GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal No. 952 (RFP) is to select a firm or firms to provide professional engineering services for the following project:

Stadium Boulevard Reconstruction Project

B. ISSUING OFFICE

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

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

All questions shall be submitted on or before Wednesday, November 18, 2015, at 1:00 p.m., and should be addressed as follows:

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

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

E-mail address: mnearing@a2gov.org

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

Colin Spencer, Acting Purchasing Manager

E-mail Address: cspencer@a2gov.org

C. QUESTIONS AND ADDITIONAL INFORMATION

No pre-proposal meeting will be held. Please contact Michael Nearing at the above referenced e-mail address with questions regarding the RFP.

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

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

Certain drawings and reports relevant to this RFP are available at the Guy C. Larcom Municipal Building, Project Management Services Unit, Fourth Floor. These include the currently developed, but not yet finalized, project plans, specifications, and cost estimate for the proposed work and as-built records of previously constructed projects for this roadway. These documents may be reproduced. These materials may be reviewed with a prior appointment. A set of the current design documents can be received on CD for a cost of \$20 for each CD.

D. PROPOSALS

Four copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 50 pages, with material printed on two sides.

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any consultants, the interviews will be held the week of December 14, 2015. Consultant must be available on these dates.

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

F. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by the Project Management Services Unit on or before the due date listed in Section I, Sub-paragraph B.

G. SEALED PROPOSAL RECEIPT

Proposals submitted must be clearly marked as follows:

“RFP No. 952 – Stadium Boulevard Reconstruction Project” and list the consultant's name and address.

Proposals must be addressed and delivered to:

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

All proposals must be received by Customer Service, 1st Floor, Guy C. Larcom Municipal Building (formerly known as City Hall), on, or before, **2:00 p.m., Monday, November 30, 2015**. Prospective submitters are responsible for the timely receipt of their proposal.

Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- one (1) original proposal,
- three (3) additional copies of the proposal
- one (1) digital copy of the proposal on a flash drive, preferably in PDF format

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

- one (1) original of the fee proposal

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

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

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

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

A proposal will be disqualified if:

1. The fee proposal is not contained within a separate sealed envelope.
2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.
3. The Forms provided as Attachment D (City Of Ann Arbor Declaration of Compliance), Attachment E (City of Ann Arbor Living Wage Ordinance Declaration of Compliance) and Attachment F (Vendor Conflict of Interest Disclosure Form) of the RFP Document must be included in submitted proposals. Proposals that fail to provide these completed forms will not be considered for award.

H. DISCLOSURES

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

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the PSA. **The City will not entertain changes to the language of the PSA.**

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

J. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

K. HUMAN RIGHTS REQUIREMENTS

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

L. WAGE REQUIREMENTS

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

M. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such

action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

N. PROPOSAL PROTEST

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

O. SCHEDULE

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

SECTION II BACKGROUND AND SCOPE OF WORK

INTRODUCTION AND BACKGROUND

Stadium Boulevard carries vehicular and pedestrian traffic in an east-west direction providing one of the few arterial links between the east and west sides of Ann Arbor. Stadium Boulevard is one of the most traveled corridors in Ann Arbor and Washtenaw County, Michigan, is designated as a major arterial in the Roadway National Functional Classification. Stadium Boulevard provides connectivity with US-23 to the east and functions as a major east-west economic and transportation corridor in Ann Arbor. S. Main Street is also designated as a major arterial in the Roadway National Functional Classification system. Both corridors are vital elements in the City's transportation network as they provide access to the downtown business district and the University of Michigan campus, and function as essential roadways for daily commuters and special event traffic.

Stadium Boulevard is located just south of, as well as adjacent to, the University of Michigan's South Campus, an Anchor Institution, which houses the athletic facilities for the University, including the 109,901-seat football stadium, the 15,000-seat Crisler Arena, Yost Ice Arena, Field Hockey fields, and more. The University of Michigan's Facility Operations Department is located immediately north of Stadium Boulevard, and this department is responsible for the operation and maintenance of all University of Michigan facilities. In addition, there are 1,700 University of Michigan permit parking spaces in the area between West Hoover Avenue, Main Street, Stadium Boulevard, and the Ann Arbor Railroad. The project will sustain access to the football stadium, Crisler Arena, and the other sports facilities for the foreseeable future. The University's facilities, especially those located directly adjacent to the project, are of the utmost importance to the City of Ann Arbor and the State of Michigan. Access to these areas must be maintained. The project schedule requires the construction to be completed and the roadways re-opened to traffic prior to the 2016 and 2017 University of Michigan Home Football Seasons. An Incentive/Disincentive Clause is contained within the construction contract to help ensure timely completion of the required construction. The chosen Consultant must possess the resources, personnel, equipment, and proven experience to help ensure the completion of this project.

Stadium Boulevard is a designated truck route from US-23 in the east through Ann Arbor to North Maple Road and I-94 in the west. S. State Street is a truck route from I-94 in the south to E. Stadium Boulevard. Stadium Boulevard functions as the major east-west truck route through the city and connects to the north-south truck routes in the community. S. Main Street is a truck route from M-14 in the north to Ann Arbor-Saline Road in the south.

There are two bus systems in the City of Ann Arbor; the University of Michigan and the Ann Arbor Area Transportation Authority (AAATA). The AAATA buses utilize both Stadium Boulevard and S. Main Street, operating at 15 minute intervals in the peak hours from a Park and Ride Lot on S. Main Street south of Stadium Boulevard that carry approximately 2,000 passengers on an average day. Thousands of daily bus riders will be affected with compromised accessibility to downtown while the roadway is being reconstructed. Time is of the essence during the performance of this work.

A High School and several Middle Schools are located on, or near, Stadium Boulevard. Providing bus service and safe routes to school are very important to the affected neighborhoods. From an emergency services standpoint there are three police department offices and two fire stations located within two miles of Stadium Boulevard. The emergency services of police, fire, and ambulance utilize Stadium Boulevard and S. Main Street for a safe and efficient travel way that must be maintained.

Stadium Boulevard's proximity to northbound and southbound arterial roadways and to the downtown business district makes the roadway essential to thousands of commuters. With the planned construction along Stadium Boulevard and S. Main Street and the needed detour routes to perform the construction, Stadium Boulevard and S. Main Street will lose significant functionality as east-west/north-south connectors, forcing thousands of travelers onto other routes through downtown Ann Arbor, surrounding neighborhood streets, or onto the most congested sections of the expressways. The planned detour routes circumnavigate large tracts of land dedicated to university golf and athletic facilities, forcing cars on lengthy detour routes through already congested and over-capacity intersections.

Project plans, specifications, and a cost estimate of the project have been prepared and are in the process of being finalized. It is expected that the project will be contained within the Michigan Department of Transportation's (MDOT) February 2016 bid letting. The Consultant may obtain a current copy of the plans, specifications, and cost estimate(s) from the City of Ann Arbor – Project Management Services Unit. All assigned personnel from the Consultant's Team shall be expected to read, review, and thoroughly understand all construction documents at least one month prior to the start of any construction activities.

EXISTING CONDITIONS

Stadium Boulevard

Stadium Boulevard is a two-way, four/five lane roadway that was originally built in 1928. The roadway has undergone major rehabilitation and widening over the course of the years. Most recently, the Stadium Boulevard Bridges over the Ann Arbor Railroad and S. State Street were reconstructed in 2012 and utilize a concrete pavement section.

This roadway is a concrete based roadway with an asphalt overlay. There are multiple underground utilities located within the Stadium Boulevard right-of-way including an eight inch diameter, 100 psi, natural gas main owned and operated by DTE – Michcon. Also, a gas distribution main between S. Main Street and Hutchins Avenue is planned to be relocated prior to the beginning of construction by DTE – Michcon. There are telecommunications duct banks in and along Stadium Boulevard, as well as, numerous City of Ann Arbor-owned water mains, storm and sanitary sewers, traffic signal interconnection conduits, and other related appurtenances. As part of the project's construction significant improvements will be made to the water mains and storm sewer within the right-of-way of Stadium Boulevard and some surrounding side streets.

S. Main Street

S. Main Street is currently a two-way, four/five lane roadway. S. Main Street is a roadway that has been in existence since the 1800's in various forms. The roadway within the project limits was reconstructed in 1992 (south of Stadium Boulevard) and 1996 (north of Stadium Boulevard.) The reconstructions utilized an HMA pavement over an aggregate base course and a 2NS sand sub-base. The roadways are considered to be in good condition presently. I

PROPOSED CONSTRUCTION TO BE PERFORMED

The Stadium Boulevard Reconstruction Project Project proposes the complete reconstruction of Stadium Boulevard from just west of Hutchins Avenue to just east of Kipke Drive. Also included in the project

is the reconstruction of S. Main Street from a point approximately 300' south of Stadium Boulevard to Snyder Avenue. All of the work within S. Main Street, as well as a portion of Stadium Boulevard just west of the S. Main Street intersection to Kipke Drive will be reconstructed utilizing a 10/11" thick concrete pavement with integral curb and gutter and on-street bikelanes. Other notable work to be included in the construction of the project is approximately 450 lineal feet of driven sheet pile wall with a 9" thick cast-in-place concrete facing. The cast-in-place concrete facing is expected to be utilized as a location for public art to be incorporated into the project as the work progresses. Approximately 4,500 lineal feet of 30"/20" ductile iron water main will be constructed, as well as 1,850 lineal feet of 12" and 900 lineal feet of 8" ductile iron water main. The proposed work to the 30"/20" ductile water main will upgrade an existing raw water transmission main that provides about 10% of the City of Ann Arbor's drinking water supply. The project also contains approximately 2,650 lineal feet of 30"/24" perforated storm sewer that will be constructed at an average depth of approximately 15' in order to serve as an infiltration trench/ground water re-charge facility. This work will expand and improve the existing storm water system through the addition of storm water infiltration and filtration devices which are considered a "best practice" in the treatment of storm water and reducing storm water run-off. Approximately 18,100 square yards of 10"/11" thick concrete pavement with integral curb and gutter will be constructed as part of this project. W. Stadium Boulevard from just west of S. Main Street to the westerly terminus of the project will be constructed utilizing an 8" thick HMA pavement section over an aggregate base and sand sub-base course. Street lighting improvements similar to the decorative street lights in existence on both the east and west ends of the project will be included within the project. Finally, virtually all of the sidewalk along both sides of the roadway will be replaced as well. This includes concrete sidewalk directly abutting the University of Michigan's Football Stadium and Crisler Arena. This sidewalk contains several specialized jointing details and sealed expansion joints. Special attention to the placement of this sidewalk and the jointing details associated with it is imperative.

All improvements have been designed, and shall be constructed and inspected, in accordance with the applicable City of Ann Arbor, FHWA, MDOT, MDEQ, Washtenaw County Water Resources Commission, ADA, and all other relevant standards.

ADDITIONAL INFORMATION

We are now seeking proposals from well-qualified professional engineering firms to perform the necessary tasks to provide full-time inspection for the roadway, retaining walls, and underground utility construction; construction survey, staking, and permanent right-of-way establishment; material testing and asphalt batch plant sampling; and, project management and oversight services for the work of this project. The project will be constructed during calendar years 2016 and 2017.

The following items shall be addressed by the consulting firm, along with the Scope of Services detailed below, and the anticipated project schedule (reference Section IV, Attachment "B") in accordance with Section III of this request:

1. Project personnel shall have a demonstrated history of performing project management, design and construction engineering, and inspection on a variety of projects. All personnel shall have a minimum of 5 years of full-time experience in these areas. The Consultant shall prepare and submit resumes' of all proposed project team members with complete educational backgrounds and work experiences for the last 5 years. The resume' shall include a listing of the specific job duties performed on each project. The proposed Project Manager and Resident Engineer shall be Registered Professional Engineers in the State of Michigan.

The Consultant shall prepare and include an Organizational Chart that clearly defines the roles, responsibilities, and hierarchy of the proposed project team. The chart must include the names of the key personnel selected for this project, their roles on the project, the name of the Consultant that they are employed by, and the lines of communication that they are to follow. Also, indicate those individuals that will be communicating with the City's Project Manager.

The Consultant's Project Manager shall have the authority to make binding decisions on behalf of the entire project team as it relates to project duties, specific work assignments, hours of work, and all other related matters.

2. Once personnel are assigned to this project, their removal will not be allowed unless specifically requested by the City of Ann Arbor, or mutually agreed upon by the City of Ann Arbor and the Consultant. The Consultant shall certify that the personnel of its, and that of its sub-consultants being proposed as part of this RFP, are available to work on the project and have sufficient time available to perform the services as described in the proposal. Personnel assigned to this project shall not work on any other project, unless it is agreed to by the City of Ann Arbor.
4. Meeting attendance will be required to discuss and update various City Departments and other bodies on the progress of construction. The Consultant's Project Manager, or other requested personnel, shall be available to attend these meetings as required.
5. Coordinate all elements of the construction with all affected parties, including, but not limited to, MDOT, MDEQ, various City Departments, University of Michigan, Police, Fire, and all other Emergency Response Agencies, private utility companies, and the public in general.
6. Schedule and chair construction progress meetings to be held on a weekly basis, or as required to ensure the project's timely completion. This is to include a pre-construction meeting in which all affected parties to the construction will be contacted and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings.

SCOPE OF WORK

The City of Ann Arbor is requesting the following Services be provided by the Consultant in conjunction with the delivery of the Stadium Boulevard Reconstruction Project. The Consultant may elect to propose to perform Services in addition to those described below, however, these services should be considered the minimum that is required as part of the project's tasks.

The Consultant shall perform all needed project tasks in conformance with the requirements of the Federal Highway Administration and the Michigan Department of Transportation.

1. Project Management and Resident Engineering: This task includes all functions and activities necessary to manage and coordinate the project in a capacity as **the City's agent**.

The functions and activities of this task include those typically associated with a reconstruction project of this nature, including, but not limited to; establish and maintain lines of communication between all involved parties; meet with the City's Project Manager to review all aspects of the project; review all project documents (plans and proposal) and the applicable City and MDOT standard specifications to insure a full and complete understanding of the scope of work, staging, and schedule; prior to bidding,

review the project plans and proposal to identify potential design/detailing issues and make written recommendations to the City relative to these issues; provide oversight and coordination of the Consultant's "project oversight team" including inspection, survey, material testing, asphalt plant sampling, public relations, and any other personnel whether described herein or not; plan and facilitate regular "oversight team" meetings; respond to inquiries and/or requests for information; resolve issues that arise during construction of the project with the various City Departments, the University of Michigan, police agencies, fire department, emergency response agencies, utility companies, local business interests, other formal and informal community groups, and the general public; coordinate and consult with the City's Project Manager as needed; attend meetings as requested; review proposals/claims and make recommendations related to contract modifications, extra work, extra compensation, and/or extensions of contract time; maintain proper records on issues involving disputed claims for compensation; inspect the project work for acceptance for traffic and substantial completion of work for interim and final contract completion dates; daily oversight, management, and coordination of all surveying, inspection (on-site/off-site), testing, and project documentation activities; plan and conduct the pre-construction meeting, the weekly progress/planning meetings, and others as necessary (prepare and distribute written minutes); review and approve the Contractor's Material Source Lists (MSLs); review and accept the Contractor's Critical Path Network, review the Contractor's overall performance and progress and make recommendations, as necessary, regarding the Contractor's conformance with the project's Progress Clause; review and approve the bi-weekly construction estimate; properly measure, calculate, and document all material quantities; document the project consistent with Federal-aid, MDOT, and City requirements; review and approve shop drawings; maintain records related to shop drawing submittal and approval; review and approve contractor submittals for proposed construction methods; maintain records related to contractor construction methods submittal and approval; verify that the contractor uses equipment and methods approved in or specified by the contract; daily oversight of the contractor's activities to verify that the project is being constructed in conformance with the project plans, specifications, and schedule; verify that the contractor complies with all contract requirements related to the protection of utilities, property, and the environment, safety and health, the EEO, DBE, and OJT provisions; verify that the contractor complies with all permit requirements as they pertain to MDOT, MDEQ, City of Ann Arbor, etc.; resolve daily contractor disputes and prepare work orders as necessary.

2. Office Engineering: The office engineering and contract administration tasks include those typically associated with a reconstruction project of this nature, including: establish, maintain, and utilize a project documentation filing system using standard MDOT "File Manual" format; initialize and update material source files associated with FieldManager/FieldBook; import, review, and post Inspector's Daily Reports (IDR) and any associated calculation/drawings; track materials (certification/testing) and material quantities; generate and process the bi-weekly construction estimate; track agency participation and dollar amounts relative to standard, non-standard, and pro-rated pay item participation; create all needed project performance, monitoring, and milestone reporting and monitoring records for submittal to the City, FHWA, and MDOT; monitor certified payrolls in relation to IDRs and other project records; process and maintain records for contract modifications and/or work orders; generate and process the Bi-Weekly Construction Progress Report; monitor project progress vs. the planned critical path method schedule; track and maintain status of miscellaneous submittals and Requests for Information; and, balance final quantities of pay items as the project progresses.

3. Public / Media Relations: The public and media relations tasks include: regular communications with various City Areas and/or Units relative to maintenance of traffic and current or planned work activities; daily communication with emergency response agencies relative to existing, planned, or changing maintenance of traffic situations; plan and facilitate a maximum of 6 community workshops to

communicate project accomplishments/milestones; develop a maximum of 7 project “newsletters” for City distribution; develop press releases for distribution to local media; develop and distribute “local flyers” to communicate issues of “local” importance/impact (i.e. night work); develop, update, and maintain a project specific website; accumulate a project photo gallery and post photos to website as desired and needed.

4. Project Surveying & “As-Built” Plans: These tasks will include all survey layout and staking activities necessary for the Contractor's use in constructing the project as detailed on the plans and in the specifications, and all activities associated with developing “as-built” plans. The specific project surveying tasks include: check and verify horizontal and vertical control; establish permanent witnessed monuments to serve as primary project control; monument proposed right-of-way as required; layout all required detour route signing and sign locations; stake all earthwork items at maximum intervals of 50 feet; stake roadway centerlines at maximum intervals of 50 feet, and at all PVI's, PC's, PT's; layout retaining wall limits and elevations; stake centerline of all proposed water main at maximum intervals of 50 feet and at all tees, horizontal and vertical bends, gate valves, and fire hydrants; stake centerline of all storm sewer at maximum intervals of 50 feet; stake drainage structure centerlines with dual offset stakes; stake other miscellaneous structure locations and grades; establish and stake out curb and gutter locations and grades at 25 foot intervals, or closer, in order to properly establish all needed points along the roadway(s); establish and stake out back and/or top of curb locations and elevations at 25 foot intervals, or closer, in order to properly establish all needed points along the roadway(s) in integral concrete pavement areas; layout concrete pavement jointing; stake/layout demolition and/or removal limits of all work that is to remain in place; stake any required fence relocations, protective fence installation limits, clearing limits, erosion control device locations, driveway approaches, sidewalks, bike paths, sidewalk ramps, and miscellaneous sign locations; verify formwork of cast-in-place retaining walls and/or construction of retaining walls for verticality and horizontal alignment; develop, check, and distribute cut sheets for all water main, storm sewer, and curb and gutter; and, maintain field notes in bound books and daily logs.

The specific tasks associated with the development of the “as-built” plans include: obtain “original” (electronic format) contract plans from the City; document all plan changes, extra work, “revisions to” notes, etc. as project work progresses; collect and confirm all field changes; develop the appropriate “as-constructed” notes; develop/draft the “as-built” drawings; review and approve the “as-built” plans. The “as-built” plans will conform to the City's Standard Specifications and the Public Services Department's AutoCAD drafting standards and will be provided to the City on CD or other approved media.

All construction staking will be performed in accordance with the current edition of the City of Ann Arbor Public Services Department Standard Specifications and as approved by the City. **The Consultant will provide the necessary resources to stake out the project features more than one time due to the length of the project, weather conditions, obliterating of the staking by the contractor, and other related factors.**

5. On-Site Inspection: Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications, and they include: providing inspection personnel that possess the necessary, current, accreditations consistent with Federal-aid oversight procedures; thorough review of the plans and specifications and other project related documents prior to construction start up; daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work; daily communication with the contractor, advising of needed corrections to the work, i.e. traffic control or soil erosion device maintenance, etc.; daily communication with the survey crew(s) to obtain

proper interpretation of stakes and coordinate daily staking needs; daily communication with testing personnel to properly sample and test the materials and work; attend the weekly progress/planning meeting; inspect materials to be used in the work, verifying they meet the project specifications; document material usage and quantities on the IDR using FieldBook; review/inspect the Contractor's equipment to confirm it meets the project specifications, and document the specific type and amount of equipment used on the IDR; inspect the contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the specifications, and document this on the IDR; inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications; document the contractor workforce and weather conditions on the IDR; document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including utilities, City forces, adjacent property owners, etc. on the IDR; where possible final measure work as it's done by the contractor, calculate quantities and document this on the IDR or in field books as appropriate; conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed; perform and document NPDES inspections at the required frequencies; suspend any work and/or reject any materials not conforming to the contract requirements; perform and document wage rate interviews; document changes, extra work, "revisions to" notes etc. on the plans to assist in the preparation of "as built" plans; develop and maintain the project "punch list"; keep all needed force account documentation, as required.

The Consultant shall furnish its inspectors with equipment and materials as necessary to properly perform their work. This will include, but is not limited to, laptop computers equipped with FieldBook, cell phones with texting and internet capabilities, proposal, plans, MDOT Standard Specifications for Construction, City of Ann Arbor standard plans and specifications, MDOT standard plans, a Nikon AP-5 Auto Level with tri-pod legs or equivalent, eye level, right angle prism, plumb bob with gammon reel, 25 foot grade pole, 6 foot level, 1 torpedo level, 1-100 foot cloth tape, 1-25 foot steel tape, measuring wheel, pick axe, road point shovel, 8# sledge hammer, paint, first-aid kit, and any other hand tools needed to inspect the work.

Once assigned to the project, inspection personnel will not be removed from, or added to, the project without the written authorization of the City's Project Manager.

6. Materials Testing & Fabrication Inspection: National Highway System Federal-aid oversight procedures will be in place for this project. Consequently, all testing will be performed in conformance with current FHWA, MDOT, and City standards, methods, and requirements. The work of this project is on an expedited schedule and as such the material testing consultant shall be expected to perform all required testing such that the project schedule is not negatively impacted by the material testing operations. **This shall be deemed to include any and all required costs associated with expedited testing to obtain test results to meet the project requirements. In addition to the aforementioned requirement, asphalt testing results and the required written reports shall be returned to the Resident Engineer and the City no later than 4 business days of the original paving. For the purposes of this project, Saturday's are considered business days.**

The testing and inspection activities associated with these tasks include: proctor and sieve analyses; in-place density control; concrete testing including, compressive and flexural strength tests (cylinders and beams), air, temperature and slump tests; bituminous materials testing including, in-place density,

extractions, crush count verification, asphaltic cement content; volumetric testing including, air voids, voids in mineral aggregate, voids filled with asphalt, theoretical maximum density, fines to binder ratio, and performance grade binder verification.

7. Technical Support: The technical support activities associated with this task include: review and approve shop drawing submittals; review existing contract documents and make recommendations relative to specification and/or design changes or modifications prior to bidding; provide design engineering, specification and design drawing development when approved changes or modifications are not considered “Construction Design Services”; review and make recommendations relative to methods of construction submittals by the contractor; provide technical support in resolving disputes and issues that arise during construction and documentation of the project.

8. Project Close-Out: The project close-out tasks include: Resolve all outstanding disputes and issues relative to extra or additional work, pay item quantities, and materials documentation; preparation for, and attendance at, any and all construction claim meeting(s) at any level of the MDOT dispute resolution process; preparation of any necessary claim packages on behalf of the City; review, analysis of, and recommendations regarding, Contractor-generated claim materials; prepare, review, and balance all final pay item quantities; prepare all final contract modifications; provide complete project documentation and files, specifically as they relate to correspondence, meeting minutes, submittals, contract modifications, work orders, material certifications, test reports, certified payrolls, and interim progress estimates; prepare the contractor’s evaluation report; facilitate the MDOT Project Record Review; generate and process the final estimate package; coordinate submittal of project files and “as-built” plans to the City.

The Consultant will obtain MDOT approval of all required files, material certifications, certified payrolls, pay estimates, and the like. The project files will be purged of all duplicate and extraneous materials and organized in a neat and professional manner. An index detailing the location of project materials will be provided.

9. Construction Design Services: Design services in the disciplines of road and utility engineering will be provided on an “as needed” basis to incorporate City approved changes or modifications to the original project plans and specifications that require professional design effort and result in the development of new plan drawings, details, or specifications. The hours shown in the Consultant’s Proposed Person-hour Schedule for the Stadium Boulevard Reconstruction Project are an estimate and shall be used to establish a budget for these services. The Consultant will be reimbursed the actual cost for all approved construction design services. The need for any construction design services shall be approved and agreed to by both the City and the Consultant before the work proceeds. All design work will conform to current AASHTO, FHWA, MDOT and City practices, guidelines, policies, and standards. The specific tasks associated with construction design services include: prepare the required plans, cross-sections, and specifications; identify pay items and associated quantities; compute cost estimate; provide internal peer review; facilitate City approval of the design; and, incorporate design into “as-built” plans.

SECTION III

MINIMUM INFORMATION REQUIRED

A. PROFESSIONAL QUALIFICATIONS - 15 points

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

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS - 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in; managing projects of this magnitude within urban areas; reviewing, understanding, and adapting complex and inter-related detailed designs to existing conditions; and, working harmoniously with other agencies and the public. The proposal shall demonstrate how the firm and the individuals to be involved in the project have performed the above referenced tasks. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the project is appropriate and required within this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED PROJECT PLAN - 45 points

A detailed project plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project and that outlines the major challenges and obstacles that the Consultant believes must be overcome in order to deliver a highly-successful project that is of high-quality, delivered on-time, and within budget. Meeting the expectations of our community and respecting their needs during all phases of the project is of paramount importance as well. To that end, the project plan shall include, but not be limited to, the objectives/tasks, scope of work, and anticipated project schedule, presented throughout the RFP. The project plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks.

The project plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. **As this is an expedited construction project, it shall be understood by the proposer that the contractor will encounter delays, field problems, or inefficiencies in their operations that most probably will affect the project schedule. Timely response to these issues is of the highest importance. In addition, the proposer shall expect that the contractor will also work overtime, including nights, weekends, and/or holidays, as required to complete the work within the time frames given. Consequently, the proposer shall include the necessary resources within their project plan to staff the project such that the project is not delayed due to a lack of resources or responsiveness on the part of the Consultant.**

It is not uncommon for numerous requests for additional compensation to be submitted on this type of project such that significant time is spent reviewing and responding to contractor claims through all levels of the MDOT Claim Review Process. The proposer, in the preparation of their project plan and schedule, will take into account the above referenced types of occurrences and account for them in their preparation of the estimate of person-hours needed to complete the project. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the project plan and identified as proposer-suggested elements.

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

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. Fee Proposal - 10 points

1. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Attachment A in Section IV of this RFP.

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

F. INTERVIEW

The consultant selection committee will evaluate each proposal by the above-described criteria (A through C) and point system, to select the firms to be interviewed. The committee may contact references to verify material submitted by the proposers. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The selection committee will then schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, and proposed project plan. The interviews may include up to one-half hour of presentation by the consultants, followed by approximately one hour of questions and answers. The consultant's interview committee shall consist of no more than five representatives of the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The interviews may be recorded by the selection committee.

The firms interviewed will then be re-evaluated by the above criteria (A through D) and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm will be pursued leading to the award of a contract by our 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 will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Qualifications, a portion of the scope, or a revised scope altogether.

**SECTION IV
ATTACHMENT "A"**

PROFESSIONAL SERVICES AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR _____**

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

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

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____
Project name

II. DURATION

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

III. SERVICES

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

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

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a

minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

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

VII. COMPLIANCE REQUIREMENTS

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

VIII. WARRANTIES BY THE CONTRACTOR

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

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

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

XII. REMEDIES

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

XIII. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

FOR CONTRACTOR

FOR THE CITY OF ANN ARBOR

By _____
Its Type Name

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Tom E. Crawford, Acting City Administrator

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

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/attach Negotiated Fee Arrangement)

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT “B”

**ANTICIPATED PROJECT SCHEDULE
for the
STADIUM BOULEVARD RECONSTRUCTION PROJECT**

<u>TASK</u>	<u>SUBMISSION DATE</u>
Submit Plans, Specification, and Cost Estimate to MDOT	November 25, 2015
Receive Consultants Proposal	November 30, 2015 (no later than 2:00 p.m.)
Interviews with Selected Firms	Week of December 14, 2015
Final Selection and Preliminary Contract Negotiations	December 18, 2015
Complete Contract Negotiations with Selected Firm	January 4, 2016
Advertise Project through MDOT	January, 2016
Receive Bids through MDOT	February 12, 2016
City Council to Authorize Contract	February 15, 2016
Contract Execution (completed by)	February 17, 2016
Notice to Proceed (Consultant)	February 19, 2016
Notice to Proceed to Contractor (estimated)	April 11, 2016
Open to Traffic – W. Stadium Boulevard/S. Main Street	August 29, 2016
Open to Traffic – E. Stadium Boulevard	September 1, 2017
Final Restoration, Clean-up, and Punchlist Activities	October 28, 2017

ATTACHMENT C
LEGAL STATUS OF RESPONDENT

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

The Respondent is:

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

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

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

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

_____ Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT D
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

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

Revised 3/31/15 Rev. 0 NDO-2

ATTACHMENT E

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] No. of employees ____
The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.81/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 \$14.30/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

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

Revised 3/31/15 Rev 1

LW-2

ATTACHMENT F



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

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

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

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

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

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

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

Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

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

ATTACHMENT G
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

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

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

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

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

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

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

ATTACHMENT H

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 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**