

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



Engineering and Professional Consulting Services
for
Sanitary Sewer Improvements Preliminary Engineering
Project

RFP No. 942

Proposal Due Date: Friday, October 30, 2015
At or Before: 10:00 A.M. Local Time

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

Prepared By:
Public Services Area, Project Management Unit and Systems Planning Unit

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**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

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

Sanitary Sewer Improvements Preliminary Engineering Project

B. QUESTIONS

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

Questions regarding proposal content may be directed to Brian Slizewski, P.E., Senior Project Engineer via email at bslizewski@a2gov.org.

All questions regarding the RFP shall be submitted by 5:00 P.M. on October 23, 2015.

C. PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting will be held:

WHEN: October 12, 2015 at 10:00 a.m.
WHERE: City Hall Building, 2nd floor Council Chambers
301 East Huron Street
Ann Arbor, Michigan 48107

The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning RFP No. 942.

Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the 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. The evaluation will be completed by a selection committee from staff from the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top applicants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City of Ann Arbor chooses to interview any applicants, the interviews will be held on or near **November 18, 2015**. Applicants will be expected to be available at this time.

F. CHANGES IN THE RFP

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

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

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to Customer Services on or **before October 30, 2015 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder **must submit in a sealed envelope one (1) original Proposal, six (6) additional Proposal copies, one (1) digital copy of the Proposal on flash drive, and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal.** Proposals submitted must be clearly marked: "RFP No. 942, Sanitary Sewer Improvements Preliminary Engineering Project" and then list Bidders name and address. Proposals must be addressed and delivered to:

City of Ann Arbor
Customer Services, 1st Floor
Larcom City Hall
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

Hand delivered Proposals shall be date/time stamped by Customer Services at the address above in order to be considered. Delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

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

The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Bidder is responsible for submission of their Proposal. Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Proposal will be disqualified if:

1. If the Fee Proposal is not contained within a separate sealed envelope.
2. If the Fee Proposal is submitted as part of the digital copy. **Provide Fee Proposal in hardcopy only.**

H. DISCLOSURES

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

I. 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 the 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 attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. 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 Professional Services Agreement. **The City will not entertain changes to the standard Professional Services Agreement.**

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

M. 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.

N. PROPOSAL PROTEST

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

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the anticipated solicitation schedule for this procurement.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	October 12, 2015 at 10:00 am
Written Question Deadline	October 23, 2015 by 5:00 pm
Proposal Due Date	October 30, 2015
Interview Consultants	November 18, 2015
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	November 23-24, 2015
Expected City Council Authorization of PSA	February 1, 2015
PSA Execution, Award and Notice to Proceed	Mid February, 2015

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

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

P. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Bidders.
4. The City reserves the right not to consider any Proposal, which it determines to be unresponsive and deficient in any of the information, requested within 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 bidder to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND

During 2013 and 2014, the City of Ann Arbor (City) undertook the Sanitary Sewer Wet Weather Evaluation (SSWWE) Project, which included three main goals:

- 1) Evaluate the effectiveness of the City's Footing Drain Disconnection (FDD) Program, which had been in place since approximately 2002.
- 2) Assess future risk of basement sanitary sewer backups in the City.
- 3) Evaluate alternatives and set direction for addressing future basement backup risks.

The City hired a consultant to perform the work on the SSWWE Project in January of 2013, and the project was completed in December of 2014. A copy of the [Sanitary Sewer Wet Weather Evaluation Project Final Report](#) is available online.

The SSWWE Project identified six project areas where detailed plans need to be developed to address sanitary sewer capacity constraints. Funding for preliminary engineering in five of the six areas has already been incorporated into the City's [Capital Improvements Plan](#) as projects UT-SN-16-03 through UT-SN-16-07.

As part of the SSWWE Project, a Citizens Advisory Committee (CAC) was formed to work with the project team to review the work performed and used the results to make policy recommendations regarding how to handle wet weather flow in the sanitary sewer system in the future. The CAC supported the SSWWE recommendations to undertake a detailed evaluation of the six identified project areas and to develop specific plans for addressing each of these areas.

These are the areas that have been identified as having wet weather capacity issues potentially due to excess inflow and infiltration (I/I), pipe capacity, and/or unusual hydraulic losses.

Project Area A – Huron West Park Trunkline

Project Area B – High Level Trunkline (near 1st Street including Liberty Washington Trunkline)

Project Area C – High Level Trunkline (near State/Hoover)

Project Area D – Pittsfield Valley

Project Area E – Winsted Lateral (Glen Leven Area)

Project Area F – Glen/Fuller Diversion Structure

INFORMATION AVAILABLE

This information is available for use for those wishing to submit a proposal to RFP No. 942 or will be made available to the selected consultant as noted.

- [Sanitary Sewer Wet Weather Evaluation Project Final Report](#)
- InfoSWMM (EPA SWMM 5.0) sanitary hydraulic model (will be available upon execution of a Non-Disclosure Agreement)
- Flow monitoring and rain data from the SSWWE Project (available through staff)
- As-built plans for adjacent public streets, water mains, storm and sanitary sewers (PDFs available through staff)
- Available City GIS Layers (available via [mapAnnArbor](#) except as noted):
 - 2-foot contours (LiDAR Based)
 - Wetlands
 - Woodlands
 - Aerial Photography (1947, 1993, 1997, 2002, 2006, 2009, 2012)
 - Sanitary/Stormwater/Water Systems (will be available upon execution of a Non-Disclosure Agreement)
 - Parcels
 - Soil Survey
 - Historical Soil Boring Records since 2006 (will be available to selected consultant)
 - Impervious and Pervious Areas - 2009, 2012 data (will be available to selected consultant)
- [City rainfall data](#)
 - The City of Ann Arbor – Systems Planning Unit maintains five Texas Electronics Model 525 tipping bucket rain gauges (5-min resolution) located throughout the City.
- *Sanitary Trunk Sewer Study*, July 1995, McNamee, Porter & Seeley, Inc. (will be available upon execution of a Non-Disclosure Agreement)
- Historical incident reports of basement backups and/or sanitary sewer overflows (will be available to selected consultant)

SCOPE OF WORK

OBJECTIVE

The Sanitary Sewer Wet Weather Evaluation (SSWWE) project identified six specific areas of wet weather capacity constraints. Some of these areas were also studied in the 1995 Sanitary Trunk Sewer Study (STSS). The purpose of this project is to develop preliminary engineering plans and cost estimates for addressing each of the six areas. These projects and cost estimates will be incorporated into the City's Capital Improvement Plan for future construction.

The proposal should present a work plan with the tasks the consultant deems necessary to fully investigate the reported deficiencies from the SSWE project and determine the recommended capital projects for addressing the six capacity constrained areas.

Major tasks may include system flow monitoring, sanitary sewer evaluation survey (SSES), hydraulic modeling analysis, evaluation and selection of alternatives, preliminary engineering for selected alternatives for correcting the sewer deficiencies, and public engagement.

If this RFP does not include all items the proposer deems necessary to meet the intent of the proposed scope, additional items shall be included in the proposed Work Plan.

PROJECT AREAS

Project Area A – Huron West Park Trunkline

The 1995 STSS identified sanitary sewer improvements to address known capacity problems in the Huron West Park Trunkline. Only a small portion of the recommended improvements have been constructed. The results from the recent SSWWE project verified that wet weather capacity constraints likely remain in the Huron West Park Trunkline, but additional investigation/analysis is required prior to determining specific needed improvements. Hydraulic modeling showed surcharging as high as 15 feet may occur in some areas along the trunkline. The City has had reports of wet weather sewer backups in the Doty area.

Project Area B – High Level Interceptor (near 1st Street including Liberty Washington Trunkline)

The 1995 STSS identified sanitary sewer improvements to address known capacity problems in the Liberty Washington Trunkline. The recommended improvements have not been constructed. However, the 2001-2012 City FDD Program which was performed in the upstream contributing areas has reduced the wet weather peak flows in this area. The results from the recent SSWWE project verified the wet weather capacity constraints remain in these sewers. These are exacerbated by extreme hydraulic losses occurring in the High Level Interceptor which the Liberty Washington

Trunkline connects to, but additional investigation/analysis is required prior to determining specific needed improvements. The City has had reports of wet weather sewer backups in the Liberty Washington trunkline area.

Project Area C – High Level Interceptor (near State/Hoover)

Results from the recent SSWWE project identified wet weather capacity constraints in the High Level Interceptor near State and Hoover exacerbated by excessive hydraulic losses, but additional investigation/analysis is required prior to determining specific needed improvements. The City has had overflows and reports of wet weather sewer backups in this area. The City is presently coordinating the inspection and cleaning of the sewers in this area.

Project Area D – Pittsfield Valley

Results from the recent SSWWE project indicated wet weather sanitary pipe capacity exceedance in the lateral sewers potentially due to excessive I/I flows. This area was not directly metered as part of the SSWWE project. The City has had reports of wet weather sewer backups in the area. The model also identified wet weather capacity exceedances in the Pittsfield Trunkline immediately downstream of the lateral connections. The 1995 STSS also identified sewer capacity deficiencies in this trunkline; however, improvements were not recommended since there was no history of problems at that time.

Project Area E – Winsted Lateral (Glen Leven Area)

Results from the recent SSWWE project indicated wet weather sanitary pipe capacity exceedance in lateral sewers in one of the areas where the City ended the Footing Drain Disconnection (FDD) Program in 2012. The metering from the SSWWE project showed high flows from I/I still exist in this area. The City had reports of wet weather sewer backups in the area prior to the FDD Program, but has not since the program was completed.

Project Area F – Glen/Fuller Diversion Structure

There are two major interceptor sewers (Southside and Northside) which come together at a structure near the intersection of Glen and Fuller. The Southside Interceptor is at higher elevation than the Northside Interceptor and the top portion of the Southside Interceptor has been removed through the diversion structure. During wet weather events, when the level rises in the Southside Interceptor it spills into the deeper Northside Interceptor. Operationally it is desired to maximize the flows in the Southside Interceptor to minimize the need to pump flow from the deeper Northside Interceptor at the Wastewater Treatment Plant.

Previously, it was identified that the diversion structure needed to be modified to improve its performance during high flow conditions due to wet weather capacity constraints in the downstream Southside Interceptor. A design for modifying the diversion structure has been developed but has not been constructed due to the need to verify the hydraulic behavior at the diversion structure. There have been assumptions

made in the model on the hydraulic conditions at the diversion but the interceptors have not been directly metered to verify the modeling. In addition, the City is planning to clean the siphon on the Southside Interceptor downstream of the diversion structure. The metering will need to be done after the cleaning is completed. Record drawings of the diversion structure and interceptor sewers are available.

TASKS

The respondent shall develop a work plan including a breakdown of tasks necessary to accomplish the City's goals on the above six project areas. These tasks may include but not be limited to:

- I. Perform System Flow Monitoring. Data must be compatible with City's Telog Enterprise software system.
- II. Update Existing Sanitary Sewer System Model
 - a. Update shall be completed for the six project areas
 - b. The complete updated model including the revisions shall be delivered to the City upon completion of the project
 - c. Innovyze (formerly MWH Soft) InfoSWMM Software shall be used
- III. Evaluate alternatives and develop preliminary engineering plans and cost estimates for addressing the capacity constraints in the Project Areas A thru E
 - a. The alternatives shall be based on the design storm which was identified in the SSWWE project
 - b. The consultant shall include limited survey work to determine basement elevations in project areas A, B and D.
 - c. The City is coordinating the cleaning and video inspection of the sewers in the project areas. The consultant is not expected to include work items related to the cleaning and video inspection work.
 - d. For any proposed improvement(s) which may include relief sewers and/or storage, consultant shall provide preliminary layout(s) considering ground contours, existing city utilities, and constructability issues.
 - e. Line item cost estimates shall be provided for each project area based on anticipated items of construction and current Ann Arbor construction cost data.
 - f. A written, summary report with associated findings, drawings, and documents shall be prepared for each project area.

- IV. Evaluate the proposed design of the Glen/Fuller diversion structure modifications (Project Area F) and revise as needed to accomplish the optimum flow split.
- V. The consultant shall provide SSES in Project Areas D and E to quantify the amount of I/I that can be removed by rehabilitation.
 - a. Determine a level of I/I reduction which would need to be achieved through rehabilitation and/or footing drain disconnection to meet the level of service without need for additional capital improvements for the project areas.
 - b. Include detailed cost estimates for any proposed rehabilitation program
- VI. Perform Public Engagement & Outreach. The Consultant will develop a detailed Community Engagement Plan (CEP) at the onset of the Plan effort. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact-sheets, and graphical displays.

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

- a. The CEP shall include, at a minimum:
 - i. Presentation(s) and outreach to public to evaluate and select alternatives in addressing the wet weather capacity constraints in the sanitary sewer system
 - ii. Presentation(s) of final study alternatives and recommendations
 - iii. Develop and update project websites for each project area
- b. The neighborhoods in Project Areas A thru E shall be engaged individually throughout the duration of the project, and the level of public engagement may be different in each area. We do not anticipate any neighborhood level public engagement needed for Project Area F.
- c. Engage the Public throughout the project, working with various stakeholder groups, including, but not limited to:
 - i. A Working Group consisting of City of Ann Arbor staff, other public agencies, and the Consultant, will review the progress of the project and community engagement multiple times throughout the project
 - ii. Neighborhood stakeholder groups for the project areas will provide input on presented materials at key stages in the process.

- iii. Other focus groups as needed which may include agencies such as: University of Michigan, DDA, Ann Arbor Public Schools, City of Ann Arbor Natural Area Preservations, City Parks
- d. Prepare support Public Engagement Materials, including any or all of the following elements:
 - i. Press releases, Email Distribution, Social media, Tree Town Log, City meetings, A2 City News Resident newsletter, WaterMatters Newsletter, Public Meeting Display Case at Larcom City Hall, Educational Materials, Project Web Page, Project Newsletter/Fliers, Direct Mail/Flier Distribution, Online Survey, Presentation at Commission Meetings, Presentations to Groups, Council/Administrator Communications, Working Sessions, Public Meetings, Feedback Forms, Citywide Meetings, Community Workshops
 - ii. A Plan website hosted on the City's web page will be managed by the City and utilized as one means of providing the community with information about the project. It may also possibly be used to solicit information about the project. Consultant shall provide content on a regular basis for the City Project Manager to review and then have included as updates to the project website.
- e. Document all outreach and engagement activities in a written, summary document. This includes the documentation of all meetings, one-on-one interviews, phone calls, email exchanges, and any additional public outreach activities.

SECTION III
MINIMUM INFORMATION REQUIRED

Submitters should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 15 points

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

B. Past involvement with Similar Projects – 25 points

The written proposal must include a list of specific experiences by the proposed project team members within the past eight (8) years in the following areas:

1. Experience in Sanitary Sewer Overflow, Inflow/Infiltration Studies, and SSES Studies
2. Experience in Sewer Flow Monitoring and Data Gathering
3. Experience in Design of Sanitary Sewer Systems

4. Experience Utilizing SWMM (and preferably Innowyze InfoSWMM) Modeling Software
5. Experience in Applied GIS Applications and Databases
6. Experience in Public Engagement Processes

The proposal must also indicate proven ability to complete similar projects 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 design is to be included in this section.

A list of references for all projects described in this section must be included. The list shall include contact name, owner name, address, and phone number.

C. Proposed Work Plan – 50 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and individual person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 10 points

1. Fee quotations shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, 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 **and shall break out costs for each**

Project Area separately. Consultants shall include justification of the fee proposal details 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 Appendix A of this RFP.

E. Authorized Negotiator

1. Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

F. Attachments

1. Attachments A through D: Legal Status of Respondent, Non-Discrimination Ordinance Compliance, Living Wage Compliance, and Conflict of Interest Disclosure Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

G. Proposal Evaluation

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C, based on 90 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.
2. The Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may

be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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

SECTION IV - ATTACHMENTS

Attachment A: - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

Attachment G – Non-Disclosure Agreement

ATTACHMENT A LEGAL STATUS OF RESPONDENT

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

The Respondent is:

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

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

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

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

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT B
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

ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$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 D

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> 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 E

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, 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 F

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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

ATTACHMENT G
NON-DISCLOSURE AGREEMENT
BETWEEN "[CLICK TO TYPE APPLICANT NAME]" AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its stormwater, sanitary sewer and water main systems and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, "[Click to Type Receiver]" (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the "[Click to Type Development]" .

Therefore, it is agreed this ____ day of "[Click to Type Month]" , "[Click to Type Month]" :

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver's request for:

- "[Click to Type Items Requested]"

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this

paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

"[Click to Type Applicant Name]"

By: _____

By: _____

Steven D. Powers

Print Name: "[Click to Type Name]"

City Administrator

Title: "[Click to Type Title]"

Approved as to substance:

Craig Hupy, P.E.

Public Services Area Administrator

Approved as to form:

Stephen K. Postema

City Attorney

APPENDIX 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

Work Statement means a request for specific services or deliverables by the City, a proposal of Consultant, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Consultant Services Agreement Dated"
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
 - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City
 - b. The amount of payment
 - c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

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. Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Contractor, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement 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. The Contractor understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- 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 or in signed Work Statement(s) as may be agreed upon from time to time. Payment shall be made monthly, unless another payment term is specified in Exhibit B or the applicable Work Statement, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

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

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

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

XII. REMEDIES

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

XIII. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Type Name
Service 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.

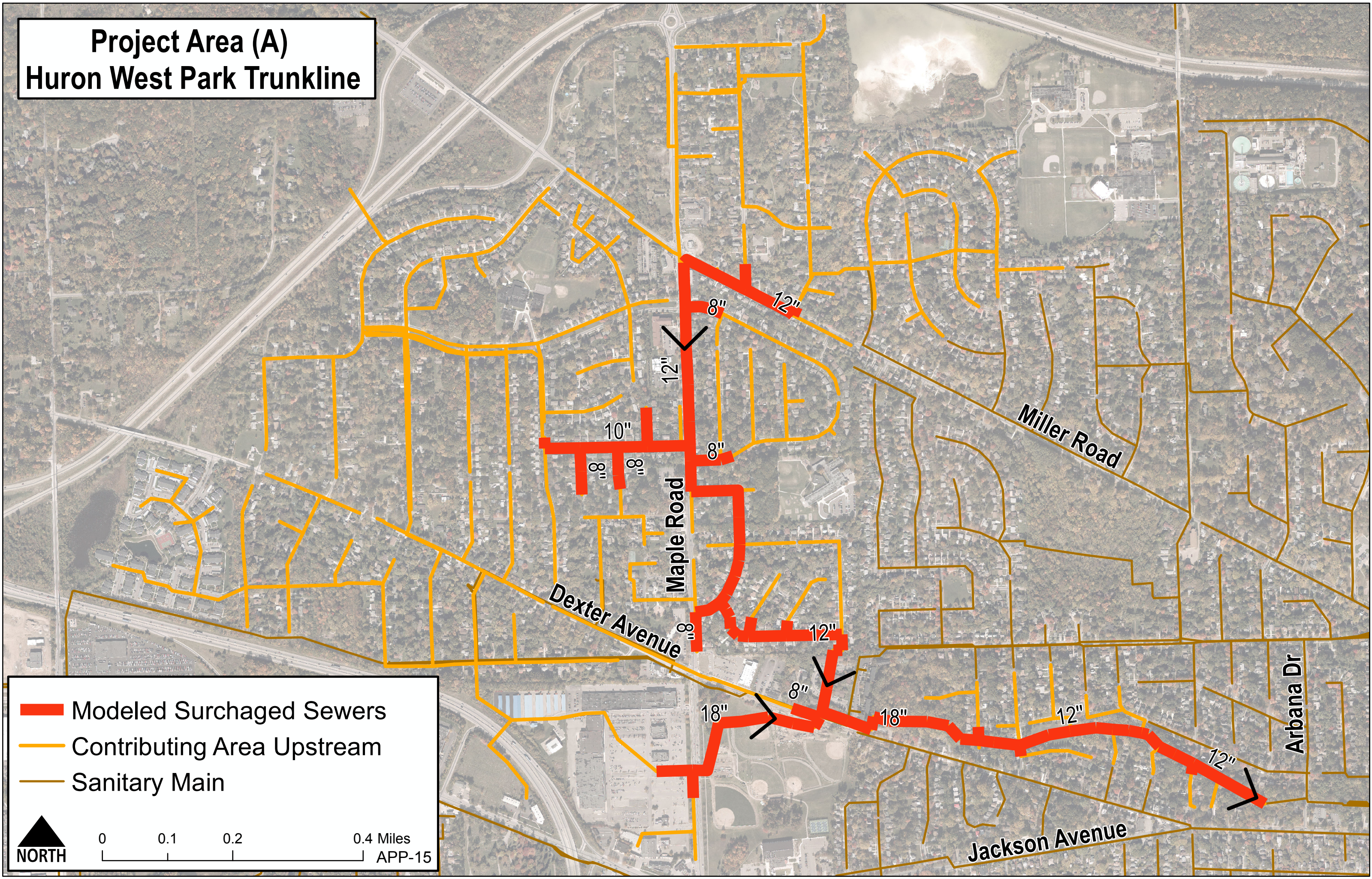
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only 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.

APPENDIX B – PROJECT AREAS SEWER SCHEMATICS

- Project Area A Huron West Park Trunkline
- Project Area B High Level Trunkline (near 1st Street including Liberty Washington Trunkline)
- Project Area C High Level Trunkline (near State/Hoover)
- Project Area D Pittsfield Valley
- Project Area E Winsted Lateral (Glen Leven Area)
- Project Area F Glen/Fuller Diversion Structure

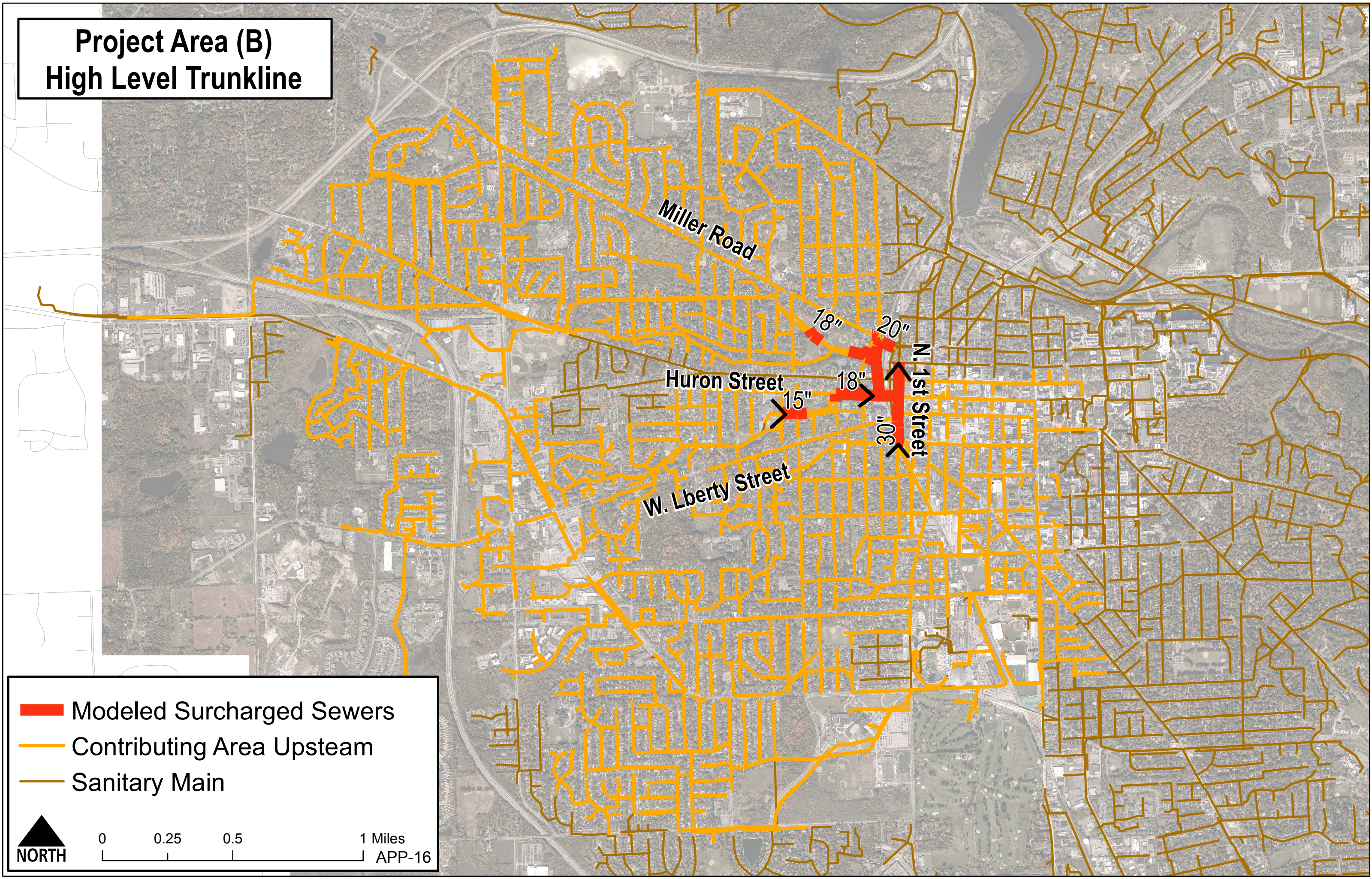
Project Area (A) Huron West Park Trunkline



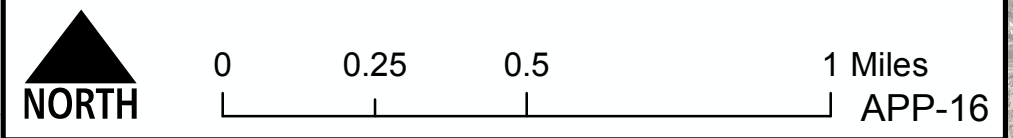
- █ Modeled Surcharged Sewers
- █ Contributing Area Upstream
- █ Sanitary Main

NORTH 0 0.1 0.2 0.4 Miles APP-15

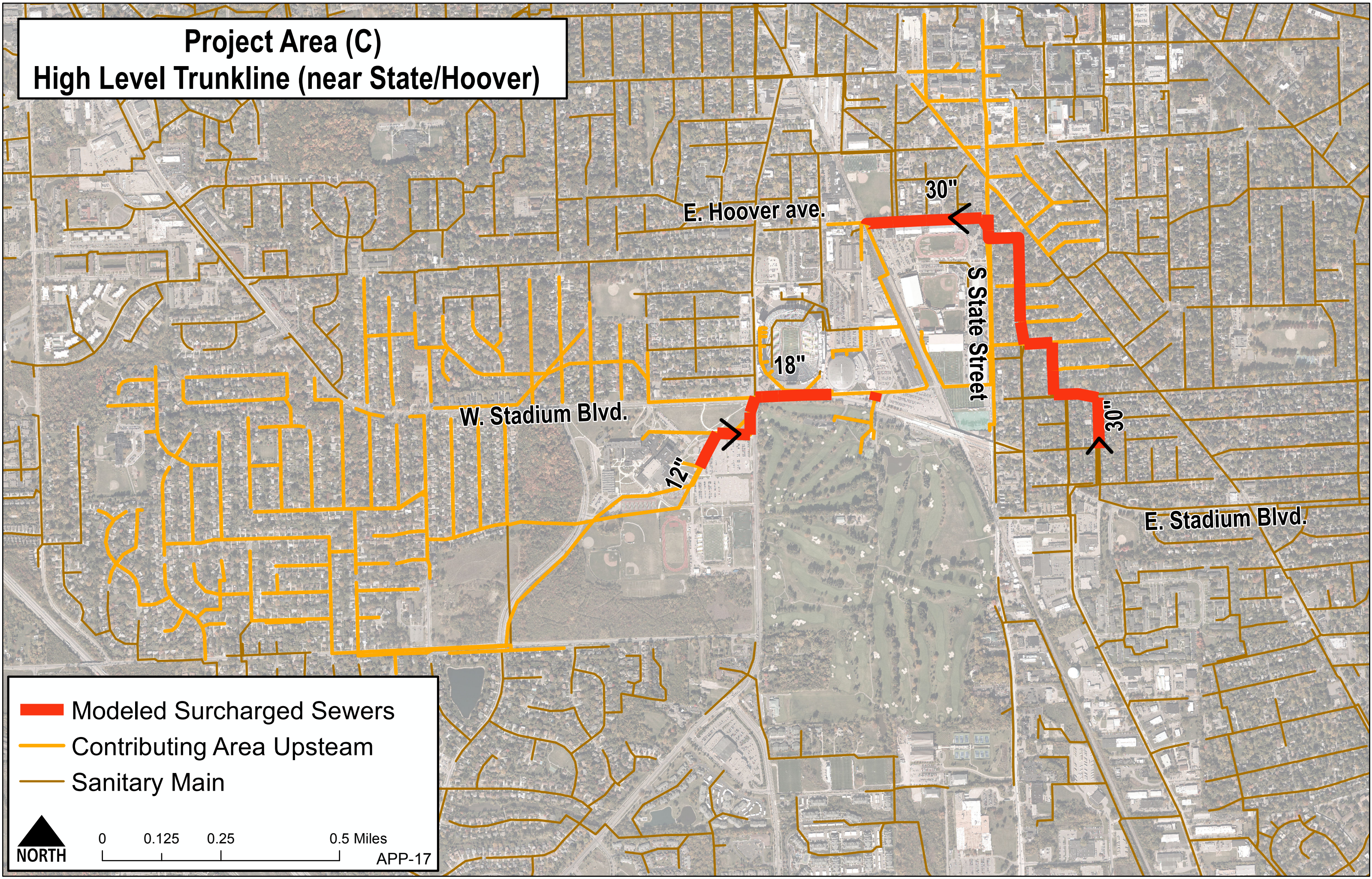
Project Area (B) High Level Trunkline







- Modeled Surcharged Sewers
- Contributing Area Upstream
- Sanitary Main



Project Area (C) High Level Trunkline (near State/Hoover)



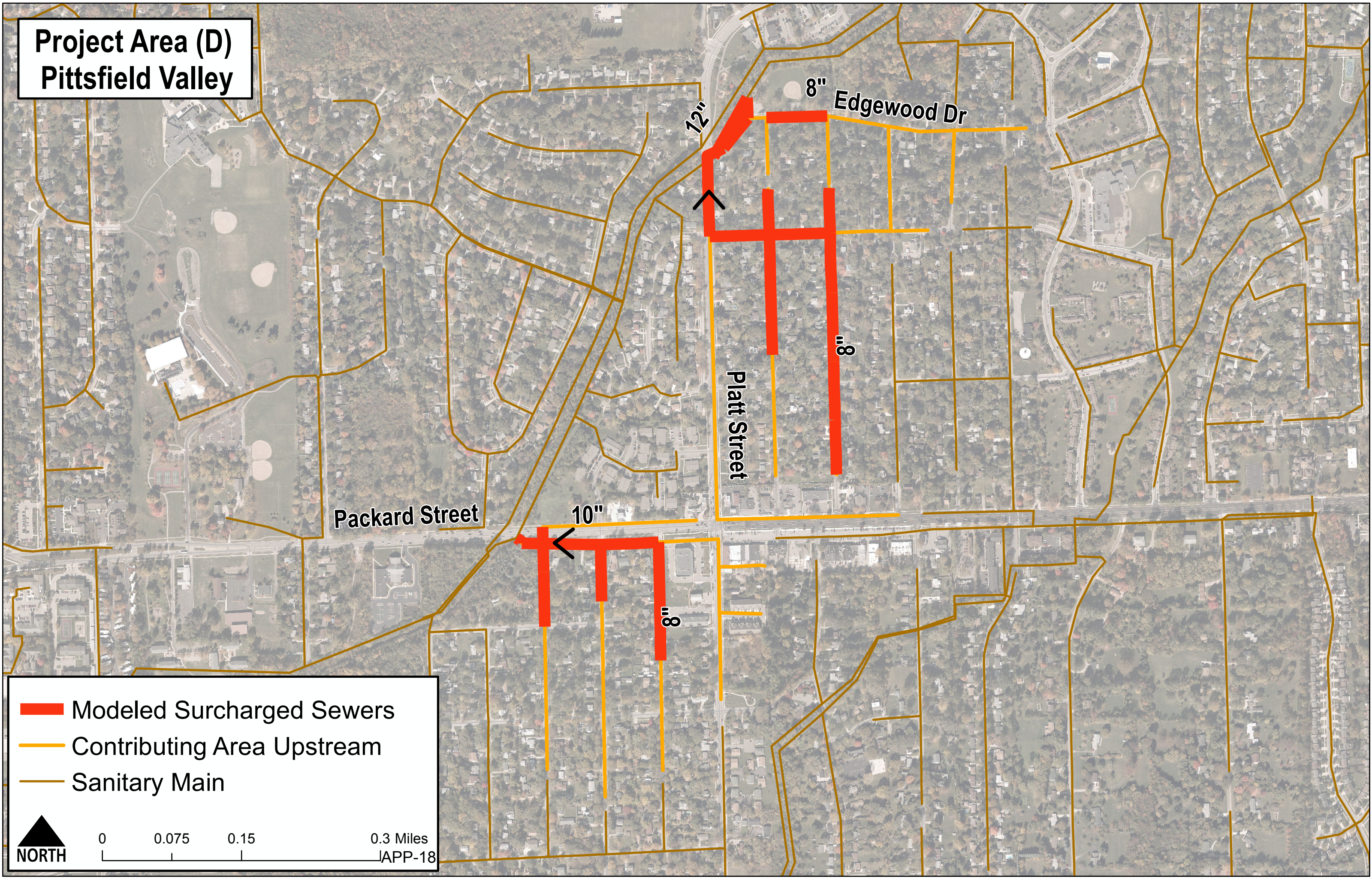
-  Modeled Surcharged Sewers
-  Contributing Area Upstream
-  Sanitary Main

 NORTH

0 0.125 0.25 0.5 Miles

APP-17

**Project Area (D)
Pittsfield Valley**



- Modeled Surcharged Sewers
- Contributing Area Upstream
- Sanitary Main

NORTH 0 0.075 0.15 0.3 Miles
APP-18

**Project Area (E)
Winsted Lateral**



Weldon Blvd.

Greenview Dr.

Scio Church Road

8

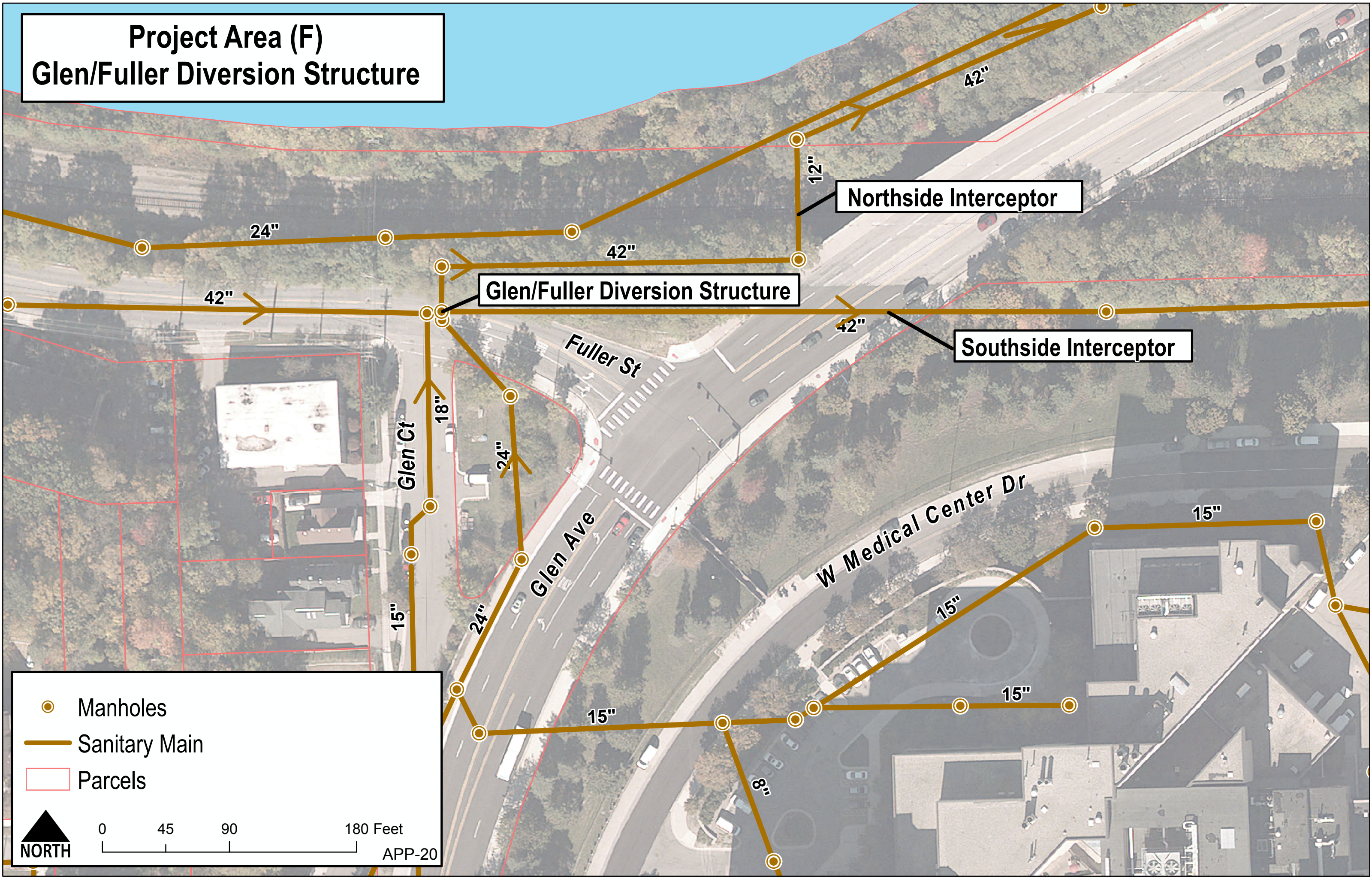
10

12

— Modeled Surcharged Sewers
— Contributing Area Upstream
— Sanitary Main

NORTH 0 0.05 0.1 0.2 Miles
APP-19

Project Area (F) Glen/Fuller Diversion Structure



Northside Interceptor

Glen/Fuller Diversion Structure

Southside Interceptor

○ Manholes
— Sanitary Main
□ Parcels

NORTH

0 45 90 180 Feet

APP-20