

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



CONSTRUCTION MATERIALS TESTING SERVICES
2015 City of Ann Arbor Construction Projects

RFP No. 921

Proposal Due Date: Tuesday, January 27, 2015
by 10:00 a.m. (Local Time)

Public Services Area
Project Management Unit

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

TABLE OF CONTENTS

| <u>Section</u> | <u>Page</u> |
|-----------------------------------------------------------------------------------------------------|--------------------|
| TABLE OF CONTENTS | 2 |
| SECTION I | |
| General Information | 3 to 8 |
| SECTION II | |
| Background & Scope of Work | 9 to 12 |
| SECTION III | |
| Minimum Information Required | 13 to 26 |
| SECTION IV | |
| Attachment A – Legal Status of Respondent | |
| Attachment B – Contract Compliance Instructions and Forms and Living Wage Declaration and Poster | |
| Attachment C – Vendor Conflict of Interest Disclosure Form | |
| APPENDICES | |
| Appendix A – Standard Professional Services Agreement | |
| Appendix B – 2015 Street Resurfacing Project Schedule | |

SECTION I

GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a Firm or Firms to provide construction materials testing for several road construction, utility construction, and other miscellaneous projects throughout the City of Ann Arbor for the 2015 construction season.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

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

All questions shall be submitted on or before 5:00 P.M. (Local Time), Tuesday, January 20, 2015 and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Brian Slizewski, Project Engineer, at bslizewski@a2gov.org

RFP Process and HR Compliance questions to Mark Berryman, Purchasing Manager, at mberryman@a2gov.org

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 via email by Project Management on or before Tuesday, January 20, 2015 by 5:00 P.M. (Local Time).

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held. Please contact staff indicated above with general questions regarding the RFP. Plan review times are available as described in Section II below.

D. ADDENDUM

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

E. 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 respondent. The proposal must be signed in ink by an official authorized to bind the respondent to its provisions. Each

proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 30 sheets (60 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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

Respondents must submit copies of the sealed Proposal including the fee proposal in the manner specified in subsection G below. Failure to do so may be disqualified.

F. 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 comprised of 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 respondents, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected Firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project.

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

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Tuesday, January 27, 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 Respondent **must submit in a sealed envelope one (1) original Proposal, four (4) additional Proposal copies, one (1) digital copy of the Proposal, and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within respondent's sealed proposal.** Proposals submitted must be clearly marked: RFP 921, Construction Materials Testing Services, City of Ann Arbor 2015 Construction Projects and then list the Proposer's name and address. Proposals must be addressed and delivered to:

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

P.O. Box 8647
Ann Arbor, MI 48107

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

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

A 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. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included (Appendix A). Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondent's should specifically note that the Insurance requirements under a City contract are listed in the sample PSA. **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.

J. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance forms.

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code

and, if a “covered employer” as defined therein, to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal

The following forms are attached:

- Contract compliance form to report employment data (Attachment B).
- Living wage declaration form (Attachment B)
- Copy of the current living wage poster (Attachment B).

If Contract Compliance and Living Wage forms are not submitted with the proposal, a respondent will have 24 hours from the City’s request to return completed forms.

K. CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

The City of An Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless the Procurement Unit and the City Administrator have review the Disclosure form and determined that no conflict exists under the 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 Vendor Conflict of Interest Disclosure Form is found in Section IV, Attachment C.

L. COST LIABILITY

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

M. DEBARMENT

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

N. AWARD PROTEST

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

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III. The following is the solicitation schedule for this procurement.

| Activity/Event | Date |
|---------------------------|--------------------------------------|
| Written Question Deadline | Tuesday, January 20, 2015 by 5:00pm |
| Proposal Due Date | Tuesday, January 27, 2015 by 10:00am |
| Consultant Selection | Friday, February 13, 2015 |

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

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

P. IRS FORM W-9

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

Q. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitted or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award or indirectly to any other prospective submitter or to any competitor
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter’s organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a),b), or c) above.

2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to deleted or modify 1.a),c), or 2 above. If 1.b) have been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

R. 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 the RFP.

SECTION II

BACKGROUND AND SCOPE OF WORK

The City is currently accepting proposals for materials testing services for multiple construction projects throughout the City for the 2015 Construction season. Eleven (11) separate projects, as well as one general category for miscellaneous construction projects, are included in this RFP as described below. The City intends to hire a *minimum* of two separate consultants to perform work on these projects. Firms may elect to submit a proposal that includes any or all of the projects described below:

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2015 Street Resurfacing Project

This project includes the resurfacing and/or shallow mill/fill of several major and local streets located throughout the City. The project will consist of multiple major and local streets in construction simultaneously; therefore the proposing Firm must have sufficient resources to provide testers at multiple locations as necessary. The tentative list of streets and project limits can be found in Appendix B. It is anticipated that expected construction quantities will be available for review by the end of January 2015. It is expected that construction will be from April through November of 2015.

Project Manager: Elizabeth Rolla, P.E. (erolla@a2gov.org)

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Geddes Avenue Improvements Project

This project includes the full reconstruction of Geddes Avenue from Huntington to Hickory Lane. Proposed improvements include sanitary sewer main installations, retaining wall construction, storm water quality improvements (including infiltration beds), and sidewalk installation. It is anticipated that preliminary plans will be available for review by the end of January 2015. This will be two-year project. Construction is expected from August – November 2015 and April - November 2016.

Project Manager: Elizabeth Rolla, P.E. (erolla@a2gov.org)

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Devonshire, Londonderry & Belmont Water Main Replacement Project

This project involves replacement of the old water main within Devonshire Road (between Belmont and Londonderry), Londonderry Road (between Belmont and Devonshire) and Belmont Road (between Devonshire and Londonderry). Work also includes removal and replacement of some concrete curb and gutter, removal and replacement of asphalt pavement, removal and replacement of the roadway base and subbase, and minor sanitary sewer replacement work. It is anticipated that preliminary plans and specifications will be available for review. Construction is tentatively scheduled for June to September 2015.

Project Manager: Anne Warrow, P.E. (awarrow@a2gov.org)

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Lawrence Water Main Replacement Project

This project involves replacement of the old water main along Lawrence St. from State St. to N. Division St. Work also includes removal and replacement of concrete curb and gutter, removal and replacement of asphalt pavement, removal and replacement of the roadway base and subbase, and reconstruction of some storm sewer sections. It is anticipated that preliminary plans and specifications will be available for review. Construction is tentatively scheduled for May to July 2015.

Project Manager: Igor Kotlyar, P.E. (ikotlyar@a2gov.org)

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Duncan Water Main Replacement Project

This project involves replacement of the old water main along Duncan St. from Miller to Alice St. and along Alice St. from Duncan to Bruce St. Work also includes removal and replacement of concrete curb and gutter, removal and replacement of asphalt pavement, removal and replacement of the roadway base and subbase, and reconstruction of some storm sewer sections. It is anticipated that preliminary plans and specifications will be available for review. Construction is tentatively scheduled for June to August 2015. Project Manager: Igor Kotlyar, P.E. (ikotlyar@a2gov.org)

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Summit Water Main Replacement Project

This project involves replacement of 462 lineal feet of 16-inch water main through Wheeler Park from Fourth Avenue to Fifth Avenue. Work also includes removal and replacement of basketball court. It is anticipated that preliminary plans and specifications will be available for review. Construction is tentatively scheduled for June to July 2015.

Project Manager: Igor Kotlyar, P.E. (ikotlyar@a2gov.org)

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Hewett Dr, Russell Rd, Russett Rd, and Redeemer Ave Water Main Project

This project entails replacing existing 6 inch water mains with new 8 inch and 12 inch water mains, and creating a looped connection to an adjacent neighborhood system. Construction includes installing approximately 3,160 feet of new water main combined within the Hewett, Russell, Russett, Redeemer (H3R) street network, and installing approximately 1270 feet of new water main through Fritz Park and Ann Arbor Public Schools (Eberwhite School) property to connect the H3R street network with an adjacent neighbor network. Additional work involves replacing sanitary sewer leads and concrete curb and gutter as required within the project limits, replacing sidewalk ramps influenced by the project and other related sidewalk work, and restoring the HMA pavement, which consists of constructing a new HMA pavement section above the water main trench and removing/replacing, either completely or partially, the existing HMA pavement adjacent to the water main trench. It is anticipated that preliminary construction plans will be available for review. Construction is expected to occur between July and November of 2015.

Project Manager: David Dykman, P.E. (ddykman@a2gov.org)

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Colony Rd, Essex Rd, and Manchester Rd Concrete Pavement Repair Project

This project involves rehabilitating several local neighborhood concrete streets. Proposed work includes removing and replacing areas of failed concrete pavement, correcting base failures, repairing joints, sealing cracks, diamond grinding uneven surfaces, and replacing sidewalk ramps influenced by the project and other related sidewalk work. It is anticipated that preliminary construction plans will be available for review. Construction is expected to occur between June and September of 2015.

Project Manager: David Dykman, P.E. (ddykman@a2gov.org)

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Nixon Road, Scio Church Road, and Barton Drive Sidewalk Projects

These projects will include the installation 1200 ft of new sidewalk along Nixon Road between Clague School and Haverhill; 2000 ft of new sidewalk along Scio Church Road between Maple Road and Churchill Drive; and 400 ft of new sidewalk along Barton Drive between Longshore Drive and Chandler Road. Proposed improvements include sidewalk, ramps, and modular block retaining walls. These are MDOT local agency projects. Consequently, all testing will be performed in conformance with current MDOT standards, methods, and requirements. Construction is tentatively scheduled to begin April 2015 and continue thru June 2015. Plans are available for review.

Project Manager: Brian Slizewski, P.E. (bslizewski@a2gov.org)

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Wheeler (Swift Run) Service Center PUD Non-motorized Improvement Project

This project involves construction of a new concrete sidewalk along the south side of Ellsworth Rd from the end of the existing sidewalk east of Stone School Rd easterly to Platt Rd, and a new HMA pathway along the east side of Stone School Rd from the end of the existing path south of Addington Ln southerly to Morgan Rd. Proposed work includes clearing, earthwork, grading and placement of aggregate base, and placement of concrete and HMA materials as required to construct approximately 4,920 feet of concrete sidewalk and related ramps, 1,600 feet of HMA path, and 350 feet of timber boardwalk. It is anticipated that construction plans will not be available for review prior to the proposal due date. Construction is expected to occur between August and November of 2015.

Project Manager: David Dykman, P.E. (ddykman@a2gov.org)

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2015 Ramp and Sidewalk Repair Program

This project will include the replacement of approximately 175,000 sft of sidewalks and ramps in various locations throughout the City. Construction is tentatively scheduled to begin April 2015 and continue thru November 2015. It is anticipated that quantities will be available for review mid-January.

Project Manager: Brian Slizewski, P.E. (bslizewski@a2gov.org)

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Miscellaneous Construction Projects

One consultant will be selected to perform testing on various small miscellaneous projects that may be constructed throughout the 2015 Construction season. These projects may include road construction; sidewalk/ADA ramps; and water main, storm sewer, or sanitary sewer replacement or lining projects. Separate Professionals Services Agreements may be employed for each individual project as they come up.

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Proposing Firms should submit one proposal for the above projects, with separate fee schedules for each project as described in Section IIIC below. The proposer shall enter estimated quantities as well as unit prices for each project they intend to propose on (with the exception of the Miscellaneous Construction Projects – only unit prices shall be submitted for this).

The Consultant selected for each project shall perform field inspections, field and laboratory testing of construction materials, and engineering services to support, control, document, and assure the high quality construction of concrete curbs, sidewalks, and drives; the backfilling and compaction of underground utilities and embankments; placement and compaction of sand subbase and aggregate base courses; the placement of bituminous concrete pavements; and other related activities as necessary.

The testing to be performed by the selected Consultants shall include, but is not limited to, in-place density testing of aggregates and bituminous concrete pavements; slump, air content, unit weight, and compressive strength testing of Portland cement concrete; geotechnical and/or environmental engineering as required; sampling and testing at asphalt production plants; laboratory testing of sampled materials; and the preparation and submittal in a timely manner of all test results and reports.

Failing test results shall be reported to the Engineer within 24 hours of the completion of the test, and immediately to the City’s representative in the field.

All sampling, testing, and other services shall be performed in compliance with all applicable standards including ASTM, ACI, MDOT, and the City of Ann Arbor, as well as any and all specifications of the subject project. All testing and inspection shall be performed by certified personnel, under the direct supervision of a professional engineer registered in the State of Michigan and directly employed by the selected Firm.

Assignment of testing personnel (temporary or permanent) to these projects is subject to approval by the City. Once approved, assigned personnel shall remain on the project until their services are no longer needed. Replacement of assigned personnel (temporary or permanent) with those who are not familiar with the project or with City or Contractor personnel is not permitted, and may be considered cause to terminate the Professional Services Agreement. Due to the nature of some of these projects, multiple testing personnel may need to be assigned to the project at any given time in order to adequately perform the required tasks.

Field time verification forms will be required to be signed daily by a City of Ann Arbor representative assigned to the project.

The City does not guarantee either a minimum volume of work or a specific volume of work if a contract is awarded. The City may take into account a consultant's work load on existing City projects when determining how to divide projects among the selected Firms.

It is understood that the quantities of service items may vary and/or be changed by the City to any other quantity, including zero. The Proposer may also propose and quote unit prices for additional service items in the proposal as deemed necessary, or suggest alternative tests to the ones presented above. If additional or alternative items are presented, the Proposer shall describe in detail their justifications for such alternatives.

PLAN REVIEW

When available, Project Plans, Specifications, and Quantities, as indicated above, will be posted to MITN.info and a2gov.org as Addenda.

SECTION III

MINIMUM INFORMATION REQUIRED

The proposing Firm must supply a proposal containing, *at a minimum*, the information requested in Parts A through C below. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Proposing Firms will be evaluated on Parts A through D using the point system outlined below. The evaluation will be completed by the Project Engineer for each project or a selection committee composed of City staff.

A. PROFESSIONAL QUALIFICATIONS & EXPERIENCE - 15 points

1. State the full name and address of the 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. State history of Firm, in terms of length of existence, types of services provided, etc.
2. Include the number of personnel by skill and qualification that will be assigned to the work. Indicate which of these individuals you consider key to the successful completion of the project. **Identify individuals who will do the majority of the work on each project by name and title.** Résumés including qualifications and related project experience are required for all proposed project personnel who will be assigned to the project (maximum one page per individual). Qualifications and capabilities of any sub-consultants shall also be included.
3. Identify projects and provide detailed references for related work.

B. PROPOSED WORK PLAN - 25 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, and the company's general philosophy in regards to providing testing services. Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

C. FEE SCHEDULE - 20 points

Proposals must include quantities estimated by the Consultant (with the exception of the Miscellaneous Construction Projects) and quotes of unit prices for the service items listed on the following pages. Separate quantities and unit prices shall be provided for each project. The proposing Firm shall indicate in their proposal which project(s) they are proposing to perform work on. **Fee quotations shall be submitted in a single separate sealed envelope with the proposal. Any proposal not complying with this requirement may be subject to disqualification.**

Scoring for the Fee Schedule will take into account whether the quantities listed in the proposal reflect a reasonable estimate of the work required for the project. Total Prices for each project will be evaluated based on an average of the quantities received, or on some other set of uniform quantities.

D. PAST PERFORMANCE - 40 points

Firms shall also be rated based on their past performance on City of Ann Arbor projects. Firms *without* previous or recent experience working on City of Ann Arbor projects shall receive a neutral score of 20 points. Firms *with* recent experience on City of Ann Arbor projects will receive a higher or lower score based upon the quality of their services on those projects.

AUTHORIZED NEGOTIATOR & CONTACT PERSON

Include the name, phone number, **and e-mail address** of a person(s) in the organization authorized to negotiate the Professional Services Agreement with the City. Also provide the same information for a designated contact person should the City have any questions regarding the proposal, or to follow up with should the Firm be select, if that person is different from the Authorized Negotiator.

2015 Street Resurfacing Project Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Geddes Avenue Improvements Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|---------------------------|------------------------|-----------------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Devonshire, Londonderry & Belmont Water Main Replacement Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ^{(1) (2)} |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Lawrence Water Main Replacement Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Duncan Water Main Replacement Project

Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Summit Water Main Replacement Project Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Hewett Dr, Russell Rd, Russett Rd, and Redeemer Ave Water Main Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ^{(1) (2)} |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Colony Rd, Essex Rd, and Manchester Rd Concrete Pavement Repair Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|---------------------|-----------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ^{(1) (2)} |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| Total Price: | | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Wheeler (Swift Run) Service Center PUD Non-motorized Improvement Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|---------------------------|------------------------|-----------------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ^{(1) (2)} |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Nixon Road, Scio Church Road, and Barton Drive Sidewalk Projects Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|--------------------|---------------------|----------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

2015 Ramp and Sidewalk Repair Project
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|---------------------------|------------------------|-----------------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ^{(1) (2)} |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| Total Price: | | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

Miscellaneous Construction Projects
Proposed Fee Schedule

| Estimated Quantity | Unit Price (\$) | Price Extension (\$) | Description of Service Item |
|---------------------------|------------------------|-----------------------------|---------------------------------------------------------------------------------------|
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Straight Time ⁽¹⁾ |
| | @ \$ _____ /hr. | = \$ _____ | Technician Including Nuclear Densometer – Overtime ⁽¹⁾⁽²⁾ |
| | @ \$ _____ /day | = \$ _____ | Technician Daily Mobilization (includes travel time to and from the project site) |
| | @ \$ _____ /hr. | = \$ _____ | Additional Professional Engineering Services, as Requested by the City ⁽⁶⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Concrete Cylinder Mold, Cure, Pickup, and Compressive Strength Test ⁽⁵⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Sieve Analysis |
| | @ \$ _____ /ea. | = \$ _____ | Modified Proctor Test |
| | @ \$ _____ /ea. | = \$ _____ | Extraction Test ⁽³⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Marshall Mix Verification ⁽⁴⁾ |
| | @ \$ _____ /ea. | = \$ _____ | Performance Grade Binder Verification |
| | @ \$ _____ /ea. | = \$ _____ | Asphalt Cement Penetration Test |
| | @ \$ _____ /ea. | = \$ _____ | Review Concrete or Asphalt Mix Design |
| | Total Price: | \$ _____ | |

Notes:

⁽¹⁾ Unit prices for all technician service items shall include all vehicle costs, equipment costs, project management, and office support, including engineering review and secretarial services. No minimum hour charge will be paid, unless work for the day is cancelled by the City without advance notice. Minimum “cancellation charges” will be limited to four hours. This item shall also be used for all cylinder and sample pick-ups.

⁽²⁾ Overtime rates shall be applied only to hours worked beyond an eight (8) hour workday (Monday through Friday) or to any hours worked on Saturdays. Double-time rates (2 times the straight time rate) shall be applied to hours worked on Sundays and City holidays.

⁽³⁾ Includes percentage of crushed material. Results to be submitted to the City within 5 business days of placement.

⁽⁴⁾ Includes Volumetric Properties (i.e. Density, Air Voids, VMA, VFA, Fines to Binder Ratio, Flow, and Stability).

⁽⁵⁾ The City will require 4 cylinders be molded per sample location, unless otherwise specified.

⁽⁶⁾ This item shall also include Project Manager and/or Project Engineer time for attending preconstruction meetings, construction progress meetings, and any other meetings as requested by the City.

**SECTION IV
ATTACHMENT A**

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate 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 Addenda (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 _____

SECTION IV
ATTACHMENT B

- Instructions for Completing Contract Compliance Forms
- Human Rights Compliance Form 1
- Human Rights Compliance Form 2
- Living Wage Poster (LW1)
- Living Wage Declaration of Compliance (LW2)

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | | TOTAL COLUMNS A-L |
|----------------------------|----------------------------------------------------------------|---------------------------|-------|--------------------|-------------------------------------------|----------------------------------|--------|---------------------------|-------|--------------------|-------------------------------------------|-----------------------------------|-------------------------|
| | Male | | | | | | Female | | | | | | |
| | White | Black or African American | Asian | Hispanic or Latino | Native Hawaiian or Other Pacific Islander | American Indian or Alaska Native | White | Black or African American | Asian | Hispanic or Latino | Native Hawaiian or Other Pacific Islander | American Indian or Alaskan Native | |
| A | B | C | D | E | F | G | H | I | J | K | L | | |
| Exec/Sr. Level Officials | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | |
| Admin. Support | | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | |

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____ (Area Code)

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | | TOTAL COLUMNS A-L |
|----------------------------|----------------------------------------------------------------|---------------------------|-------|--------------------|-------------------------------------------|----------------------------------|--------|---------------------------|-------|--------------------|-------------------------------------------|-----------------------------------|-------------------------|
| | Male | | | | | | Female | | | | | | |
| | White | Black or African American | Asian | Hispanic or Latino | Native Hawaiian or Other Pacific Islander | American Indian or Alaska Native | White | Black or African American | Asian | Hispanic or Latino | Native Hawaiian or Other Pacific Islander | American Indian or Alaskan Native | |
| A | B | C | D | E | F | G | H | I | J | K | L | | |
| Exec/Sr. Level Officials | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | |
| Admin. Support | | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | |

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour

If the employer provides health
care benefits*

\$14.18 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

**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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address, City, State, Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

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

SECTION IV ATTACHMENT C



Vendor Conflict of Interest Disclosure Form

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

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

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

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

| Vendor Name | Vendor Phone Number |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| Conflict of Interest Disclosure * | |
| Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest. | <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.

**APPENDIX A
SAMPLE CONTRACT**

AGREEMENT BETWEEN

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

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and _____

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

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

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

I. DEFINITIONS

Administering Service Area/Unit means Project Management Services Unit.

Contract Administrator means Nicholas Hutchinson, P.E., City Engineer, 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 or delivered to City by Consultant under this Agreement

Project means _____.
Project name; File and Subfile No.

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 this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ (type of service) services ("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 professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of the Agreement shall not exceed _____ (\$_____).
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant 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 acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all

contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work, documentation demonstrating it has obtained the policies required by Exhibit C.

- B. Any insurance provider of Consultant 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, the Consultant 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 negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant 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 Consultant 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.

VIII. 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.
- 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 the Consultant except the obligation to pay for Services actually performed and accepted under the Agreement before the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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 CONSULTANT, 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
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107
Attn:

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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.

XIV. CONFLICT OF INTEREST

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

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

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

Craig Hupy, Public Services Area Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A

(negotiated scope of work based on accepted terms of Proposal)

EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

SAMPLE AGREEMENT EXHIBITS (continued)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

A. The certificates of insurance shall meet the following minimum requirements.

1. Errors or Omissions or Professional Liability insurance in an amount not less than \$1,000,000 protecting Consultant and its employees.
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 including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. 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. 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 A3 of this contract 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. 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. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. 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 to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX B
2015 STREET RESURFACING PROJECT
TENTATIVE STREET LIST

| Major Roads | Project Limits | Type of Work |
|----------------------|------------------------------|---------------------|
| Ellsworth Road | State Street to Platt | Mill & Overlay |
| Eisenhower | AA-Saline to Boardwalk | Mill & Fill |
| State Street | Eisenhower to I-94 | Mill & Fill |
| Packard | State Street to Stadium Blvd | Mill & Fill |
| Newport | Miller to Sunset | Mill & Fill |
| Huron River Dr | City Limits to Bird Rd | Mill & Overlay |
| Huron Pkwy | Plymouth to Hubbard | Mill & Fill |
| Dhu Varren | West of Nixon to RR | Overlay |
| Depot | Main to Carey | Resurfacing |
| Local Streets | Project Limits | Type of Work |
| Thayer | Huron to Kingsley | Resurfacing |
| Linwood | Doty to Wildwood | Resurfacing |
| Brierwood | Arborview to Linwood | Resurfacing |
| Jewett | S. Industrial to Packard | Resurfacing |
| S. Revena Blvd | Huron to End | Resurfacing |
| Pine Valley | Packard to Esch | Resurfacing |
| Tacoma Circle | King George to Birch Hollow | Resurfacing |
| Vintage Valley | Green to End | Resurfacing |
| Burgundy | Andover to Pepper Pike | Resurfacing |
| Belmont | Londonderry to Devonshire | Resurfacing |
| Londonderry | Devonshire to Belmont | Resurfacing |
| Devonshire | Londonderry to Belmont | Resurfacing |