

REQUEST FOR PROPOSAL

RFP # 22-03

2022 and 2023 Construction Material Testing Services

City of Ann Arbor
Public Services Area/Engineering



Due Date: January 21, 2022 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: SCOPE OF SERVICES.....	10
SECTION III: MINIMUM INFORMATION REQUIRED	19
SECTION IV: ATTACHMENTS	23
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT.....	31
APPENDIX B: 2022 STREET RESURFACING PROJECT SCHEDULE.....	44

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a minimum of two (2) Firms to provide construction materials testing for several road construction, utility construction, and other miscellaneous projects throughout the City of Ann Arbor for the 2022 and 2023 construction seasons. This is intended to be a multiple year agreement. The consultant is expected to maintain the hourly rates for up to two (2) years.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before January 10, 2022 at 10:00 a.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Francisca Chan,
Project Manager - fchan@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer
- CSpencer@a2gov.org

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

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

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP. Individual Project Managers' contact information is listed in Section II for more information about each project.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, 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 offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of January 31st, 2022**. Offeror must be available this week.

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 proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, January 21, 2022 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **two (2) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- two (2) copies of the fee proposal

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

Proposals submitted must be clearly marked: “**RFP No. 22-03 – 2022 and 2023 Construction Materials Testing Services**” and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance
- Attachment D - City of Ann Arbor Living Wage Declaration of Compliance
- Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document

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

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. 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 proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or 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.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

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

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror 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, offeror 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. PROPOSAL PROTEST

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

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

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 schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	January 10, 2022, 10:00 a.m.
Addenda Published (if needed)	January 13, 2022
Proposal Due Date	January 21, 2022, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	The week of January 24th, 2022
Selection/Negotiations	The week of January 31st, 2022
Expected City Council Authorizations	April 4, 2022

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

1. Background

The City is currently accepting proposals for construction materials testing services for multiple construction projects throughout the City for the 2022 and 2023 Construction Seasons. The City intends to hire multiple consultants to perform work on these projects in both the 2022 and 2023 Construction Seasons. Testing unit prices submitted through this RFP on the attached Proposed Fee Schedule (Attachment A) will be used for both the 2022 and 2023 Construction Seasons; the consultant is expected to maintain the hourly rates for up to two (2) years. Firms may elect to submit a proposal that includes any or all of the projects described below for the 2022 Construction Season only:

2022 CONSTRUCTION SEASON

- **2022 Street Resurfacing Project**

This project involves the resurfacing or rehabilitation of numerous minor (local/residential) streets and segments of asphalt paths located throughout the City. The work entails partial or full depth removal of the existing asphalt pavements, asphalt pavement and aggregate base repairs, as required, and the placement of one or multiple courses of new hot mix asphalt (HMA) material. Additional work, as required, includes the removal and replacement of concrete curb and gutter segments and driveway approach aprons; replacement of sidewalk ramps and other related sidewalk work; replacement, repairs and/or adjustments to utility structures; placement of permanent pavement markings; and restoration to areas disturbed by these activities. The project will consist of several local streets and paths being under construction simultaneously and requires soil density and concrete testing and testing related to HMA paving. Therefore, the proposing Firm must have sufficient resources to provide testing staff at these multiple locations as required. The preliminary list of streets with their respective construction limits is available in Appendix B of this Request for Proposal. The City anticipates that estimated construction quantities will be available for review by the end of January 2022. It also expects construction to begin in late April/early May and be complete by early November 2022.

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

- **FY2023 Street Preventative Maintenance Project**

This project involves crack sealing, hot mix asphalt (HMA) patching, and surface seal treatments on numerous major and minor (local/residential) streets located throughout the City. The work entails pavement joint and crack repair and filling, partial or full depth HMA removal and patching of distressed pavement areas, and the application of either a micro-surface or cape seal over the existing HMA pavement. The project will consist of several major and local streets being under construction simultaneously and requires testing related to aggregate analysis, and HMA density and extractions/volumetrics. The proposing Firm must have sufficient resources to provide testing staff at multiple locations as required. The City anticipates having a list of streets available by mid-January 2022, and estimated construction quantities available for review by late February 2022. Construction will occur between July 2022 and June 2023 with the potential of a one-year construction contract extension for the period July 2023 to June 2024.

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

- Geddes Avenue & South Huron Parkway-Tuebingen Parkway Resurfacing Project**
 This project involves the pavement rehabilitation on Geddes Avenue (Observatory St to Highland Rd) and on South Huron Parkway-Tuebingen Parkway (Nixon Rd to Traver Blvd). The proposed work includes partial or full depth removal of the existing asphalt pavement, potential removal of concrete base pavement (Geddes Ave), asphalt pavement and aggregate or concrete base repairs, and the placement of multiple courses of new hot mix asphalt (HMA) material. Additional work includes storm sewer construction (Geddes Ave); removal and replacement of concrete curb and gutter segments and driveway approach aprons; removal and construction of concrete stairs (Geddes Ave); replacement of sidewalk ramps and other related sidewalk work; replacement, repairs and/or adjustments to utility structures; placement of permanent pavement markings; and restoration to areas disturbed by these activities. The project may involve working on these roadways simultaneously and requires soil density and concrete testing and testing related to HMA paving. Therefore, the proposing Firm must have sufficient resources to provide testing staff at both locations as required. The City anticipates that estimated construction quantities will be available for review by early February 2022. It also expects construction to occur between June and October of 2022.
 Project Manager: David Dykman, P.E. (ddykman@a2gov.org)
- South Huron Parkway and Glazier Way Preventative Maintenance Project**
 This project involves placement of a preventative maintenance (cape seal) surface treatment over the existing hot mix asphalt (HMA) pavements on South Huron Parkway (Fuller Rd/Geddes Rd to Hubbard Rd) and Glazier Way (Green Rd to Earhart Rd). The work includes partial or full depth HMA removal and patching of distressed pavement areas and the application of a two coarse surface treatment that includes a chip seal followed by micro-surfacing on both roadways. Other work includes minor curb & gutter, sidewalk and sidewalk ramp removal and replacement and construction of pedestrian island all to relocate an existing crosswalk on Glazier Way; minor restoration; and permanent pavement markings. This is a Michigan Department of Transportation (MDOT) local agency project funded with both Federal and City monies. It will require construction materials quality assurance testing related to aggregate analysis, concrete, soil and HMA density, and HMA extractions/volumetrics. It will also require MDOT certification of all sampling and testing personnel. The City anticipates having preliminary construction plans and quantities available for review in late January/early February 2022. It expects construction will occur between June and August of 2022.
 Project Manager: David Dykman, P.E. (ddykman@a2gov.org)
- Newport Sidewalk Gap Project**
 This project consists of installing a new sidewalk along the east side of Newport Road from Sunset Road to Down Up Circle. Work also includes some concrete retaining wall work, new asphalt and concrete drive approaches, and new curb placement. Construction is tentatively scheduled for June-September 2022. Approximately 6 days of sidewalk installation, 4 days of curb placement, 8 days of concrete retaining wall, 1 day of miscellaneous concrete work, 2 days of HMA paving will need testers. Concrete cylinders, density, HMA testing and HMA extractions and volumetrics will be required. This is a federally funded project and the testing must conform to MDOT's guidelines and be provided on MDOT forms.
 Project Manager: Chris Wall, P.E. (cwall@a2gov.org)

- **Russell Street Improvements Project**

This project consists of paving Russell Street with concrete curb and gutter and asphalt pavement from S Maple Road to the dead end. Work also includes storm sewer installation, concrete sidewalk work, concrete paving within S Maple Road, concrete and asphalt drive approaches, and some concrete retaining wall work. Construction is tentatively scheduled for June-September 2022. Approximately 6 days of storm sewer placement, 7 days of curb placement, 3 days of HMA paving, 1 day of concrete paving, 4 days of sidewalk, and 3 days of miscellaneous concrete work. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Chris Wall, P.E. (cwall@a2gov.org)

- **2022 Miscellaneous Utilities**

This project consists of the utility installation at four locations:

- Sunrise Court. Approximately 400 feet of water main replacement. Road restoration will be completed by the City Annual Resurfacing Project.
- Eighth Street. Approximately 750 feet of water main replacement and street repaving. Construct commercial truck driveway turnaround.
- Hiscock Street – Reroute/Replace approximately 280 feet of storm sewer, and pavement restoration. Install approximately 250 feet of new sidewalk.
- Dicken Drive. Install approximately 400 feet of new water main in natural park area. Replace sidewalk and miscellaneous pavement. Install T-turnaround at end of street.

Construction is tentatively scheduled for May – August 2022. Approximately ten weeks of utility installation, two weeks of concrete work, one week road base prep, two weeks of HMA paving will need testing services. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

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

- **Huron West Park Sanitary Sewer**

This project consists approximately 4,400 feet of sanitary sewer replacement. Most of the project is constructed through rear yard easements, with repaving at street crossings. Construction is tentatively scheduled for April – November 2022, but may start later and be completed in spring 2023. Approximately 26 weeks of sewer installation and 4 weeks of pavement replacement will need testing services. Density testing, concrete cylinders, HMA testing, and HMA extractions and volumetrics will be required.

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

- **S. State Street Project**

This project is being coordinated with the Downtown Development Authority, and consists of approximately 900 feet of water main, storm sewer, and road and sidewalk reconstruction from E. Washington Street to E. William Street. The majority of the paving will be concrete. In addition one block of S State Street will be HMA resurfaced north of Washington Street. This is an extensive reconstruction project that is scheduled to take at least one full construction to complete, and may extend to 2023. Approximately eight weeks of water main construction, four weeks of storm sewer construction, and twelve weeks of paving are anticipated. Testing services will include density, concrete cylinders, HMA, and HMA extractions and volumetrics.

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

- **Platt Road and Earhart Road Project**

This project consists of the replacement of approximately 1300 feet of the old water main along Platt Road. Work also includes full removal and replacement of the asphalt pavement on Platt Road between Packard Rd. and Huron Parkway. (0.54mi) and full removal and replacement of the asphalt pavement, installation of some new bike lanes and sidewalks along Earhart Road between Geddes Rd. and Greenhill Dr. (0.56mi). Construction is tentatively scheduled for May to October 2022. Concrete cylinders, density, HMA testing, and HMA extractions and volumetric will be required. This is a federally funded project and the testing must conform to MDOT's guidelines and be provided on MDOT forms. This will require qualified technicians, certified in the requisite Bituminous (Hot Mix), Concrete, Density Testing or Aggregate Gradation per a Civil Technician qualification program to ensure compliance with the Quality Assurance

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

- **2022 Valve Replacement Project**

This project consists of 25 locations of valve replacement, including excavation and backfill. Construction will be ongoing through April to October 2022. Approximately 30 days of testing will be required ranging from density and/or concrete or bituminous testing.

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

- **Stadium – Washtenaw Area Utility Project**

This project consists of two project areas. First location is the replacement of the old water main along Stadium Service Drive from Stadium Blvd to 2311 Stadium Blvd (approximately 1,000 ft of 8" new water main). Work also includes repaving of project area, reconnecting to new service leads, relocation of water main. Second location the replacement of old water main along Frieze Ave from Brockman to St. Francis property (approx. 350 ft of new water main), reconnecting new service leads, repaving of project area and also new sidewalk installation on one side along 3 blocks. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required. Construction is tentatively scheduled for May to July 2022. It is anticipated that this work will take 45 to 60 calendar days to complete once it is begun.

Project Manager: Francisca Chan (fchan@a2gov.org)

- **Third & Mosley Water Main Replacement and Resurfacing Project**

This project consists of the replacement of the old water main along Third and Mosley from Madison to Main Street with approximately 1,700 linear feet of new water main. Work also includes cold-milling asphalt pavement for resurfacing along 1,600 linear feet of roadway; removal and replacement of some curb and gutter, sidewalk ramps, and drainage structures. Construction is tentatively scheduled for April to July 2022. Approximately two weeks of water main replacement, 1 week of concrete installation, and 1 week of pavement work will need testers. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- **2022 Sidewalk Gap Elimination Project**

This project consists of completing 5' wide sidewalk gaps in several locations.

- 150 l.f. at 2900 S. Main; 100 l.f. at 1121 Saunders; 90 l.f. at 2231 Platt; 60 l.f. at 710 W. Stadium (on Hutchins Ave.); and 110 l.f. at 1320 and 1330 Prescott Ave.
- 950 l.f. along Nixon Road (west side) and Traver Blvd. (north side), from North Oaks development to Logan Elementary School.

- 600 l.f. along Boardwalk Drive, south of Oakbrook, on the east side of the roadway
- Approximately 3,750 l.f. of sidewalk, or boardwalk where necessary, along Ellsworth Road from State Street to Stone School Road on the north side of the roadway.

The work will include the needed grading, drainage, and construction of concrete sidewalk along with all related work (including some boardwalk and retaining walls on Ellsworth). Construction is tentatively scheduled for Summer and Fall 2022. The final project scope of work, design, and schedule has not been determined at this time. However, it is expected that density and concrete testing along with limited bituminous paving testing will be required for this project. It is anticipated that this work will take 135 calendar days to complete once it is begun.

Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- **Broadway Street Water Main Replacement and Resurfacing Project**

This project consists of the replacement of the old water main along Broadway Street from Jones Drive to the southern intersection of Broadway Street and Broadview Lane. Work also includes full removal and replacement of the asphalt pavement from the south intersection with Plymouth Road to the northern intersection with Plymouth Road installation of new crosswalks crossing Broadway Street at Jones Drive, Cedar Bend Drive, Leaird Drive, and Baits Drive, and installation of some new sidewalks. Construction is tentatively scheduled for April to November 2022. Approximately 24 days of water main replacement, 11 days of paving, 8 days of sidewalk installation and crosswalks, and 2 days of miscellaneous concrete work will need testers. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Jane Allen, P.E. (jallen2@a2gov.org)

- **Scio Church Water Main Replacement and Resurfacing Project**

This project consists of the resurfacing of Scio Church Road from S. Maple Road to S. Seventh Road. Work also includes relocating of water service leads to another main and abandoning the old water main, the installation of new sidewalk and crosswalks, storm water management, and new pavement markings and possible curb relocation for new bike lanes. Construction is tentatively scheduled for May to October 2022. Approximately 3 days of water service relocation and abandonment, 8 days of paving, 3 days of sidewalk installation, and 2 days of miscellaneous storm work will need testers. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required. This is a federally funded project and the testing must conform to MDOT's guidelines and be provided on MDOT forms and will require qualified technicians, certified in the requisite Bituminous (Hot Mix), Concrete, Density Testing or Aggregate Gradation per a Civil Technician qualification program to ensure compliance with the Quality Assurance.

Project Manager: Chris Wall, P.E. (cwall@a2gov.org)

- **South Seventh Street and Greenview Drive Water Main Replacement and Resurfacing Project**

This project consists of the replacement of the old water main along South Seventh Street and Greenview Drive from Scio Church Road south to the intersection of Seventh Street and Greenview Drive. Work also includes full removal and replacement of the asphalt pavement with the same limits, installation of Bump-outs on South Seventh Street at the intersections with Greenview Drive, Lans Way, and Braeside Place and, storm water storage along both sides of Seventh Street. Construction is tentatively scheduled for April to October 2022. Approximately 22 days of water main replacement, 6 days of paving, 8 days of for bump-outs, and 8 days of miscellaneous concrete and storm work will need

testers. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Jane Allen, P.E. (jallen2@a2gov.org)

- **2022 Miscellaneous Construction**

One consultant will be selected to perform testing on various small miscellaneous projects that may be constructed throughout the 2022 Construction Season. These projects may include road construction; sidewalk / ADA ramps; and water main, storm sewer, or sanitary sewer replacement or lining projects. Listed below are some of the known projects that may be included:

- Various Miscellaneous Projects

Due to construction delays, some projects from last year are expected to be completed at the beginning of the 2022:

- 600 l.f. 5' wide sidewalk gap on the east side of Boardwalk Drive remaining from the 2021 Sidewalk Gap Elimination Project
- Replacement of an old water pressure reducing valve at Newport and Bird Roads remaining from the 2021 Miscellaneous Utilities Project.
- 75 l.f. of new water main and asphalt pavement restoration at W. Huron Street and Crest Avenue remaining from the 2021 Miscellaneous Utilities Project.

Construction is tentatively scheduled for April to May 2022. Approximately two weeks of water main replacement, 1 week of concrete installation, and 1 week of pavement work will need testers. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- Huron Parkway Bridge Preventative Maintenance Project

This project consists of the construction of various capital preventative maintenance measures on the Huron Parkway Bridge. More specifically, the work will consist of both deep and shallow hand-chipping and patching barrier wall, sidewalks, and concrete bridge decks with latex-modified concrete along with the placement of healer-sealer or epoxy overlays and repairing guardrail fencing.

It is not anticipated that material testing will be required for any work other than the placement of the 30 - 40 Cyd of latex-modified concrete patching material and placement of 180 sft of new concrete sidewalk. At this time it is not known how many days of concrete placement will be performed, but it is assumed to be approximately 10 days. In addition to the normally required compressive strength specimens, flexural strength beams must be cast, field cured, and broken that represent each day's concrete pour.

Project Manager: Francisca Chan (fchan@a2gov.org)

- 2022 Ramp and Sidewalk Repair Program

This project will include the replacement of sidewalk and ramps in various locations throughout the City. Construction is tentatively scheduled to begin April 2022 and continue through November 2022. Concrete testing will be performed randomly approximately once per week, for the duration of the project.

Project Manager: Jane K Allen, P.E. (jallen2@a2gov.org)

- Annual Sewer Lining Project

City of Ann Arbor ongoing Sewer Lining Project may require minimal density and pavement testing.

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

2023 CONSTRUCTION SEASON

The following is a list of anticipated projects for the 2023 Construction Season. As these are not scheduled yet, and their construction is only proposed at this time, the Proposed Fee Schedule (Attachment A) does NOT include them. There may also be other projects in addition to this list that have not been initiated yet. The testing unit prices submitted through this RFP for the 2022 Projects will be used for 2023 Construction Season Projects; the consultant is expected to maintain the hourly rates for up to two (2) years.

- **2023 Street Resurfacing Project**

This project involves the resurfacing or rehabilitation of several major and minor (local/residential) streets and hot mix asphalt (HMA) paths located throughout the City. The work entails partial or full depth removal of the existing HMA and composite (HMA over concrete) pavements, HMA pavement and aggregate base repairs, as required, and the placement of one or multiple courses of new HMA. Additional work, as required, includes the removal and replacement of concrete curb and gutter segments and driveway approach aprons; replacement of sidewalk ramps and other related sidewalk work; replacement, repairs and/or adjustments to utility structures; placement of permanent pavement markings; and restoration to areas disturbed by these activities. The project will consist of several major and local streets being under construction simultaneously and requires soil density and concrete testing and testing related to HMA paving. Therefore, the proposing Firm must have sufficient resources to provide testing staff at these multiple locations as required. The tentative list of streets and respective project limits will be available in the spring of 2022, and estimated construction quantities will be available for review by the end of January 2023. It also expects construction to begin in late-April and be complete by early-November of 2023.

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

- **Ellsworth Road Preventative Maintenance Project**

This project involves placement of a preventative maintenance (cape seal) surface treatment over the existing hot mix asphalt (HMA) pavements on Ellsworth Road (S State St to Platt Rd) The work includes longitudinal joint repairs, partial or full depth HMA removal and patching of distressed pavement areas and the application of a two coarse surface treatment that includes a chip seal followed by micro-surfacing. This is a Michigan Department of Transportation (MDOT) local agency project funded with both Federal and City monies. It will require construction materials quality assurance testing related to aggregate analysis, and HMA density and extractions/volumetrics. It will also require MDOT certification of all sampling and testing personnel. The City anticipates having preliminary construction plans and quantities available for review in October 2022. It expects construction will occur between May and July of 2023.

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

- **Brooks Street Water Main Replacement and Resurfacing Project**

This project consists of the replacement of the old water main along Brooks Street and Mixtwood from Newport to Red Oak Road with approximately 1,500 linear feet of new water main; and resurfacing Brooks Street from Newport to Miller along approximately 3,700 linear feet of roadway; installation of approximately 2,200 linear feet of sidewalk; and installation of underground storm water detention. Construction is scheduled for 2023. The final project scope of work, design, and schedule has not been determined at this time. Testers will likely be needed for approximately 2 weeks of water main replacement, 1 week of storm sewer installation, 2 weeks of concrete installation, and 2 weeks of pavement work. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required. Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- **State and Hill Streets Improvements Project**

This MDOT local agency project consists of improvements on State Street and Hill Street:

- Resurfacing from S. University to Packard along approximately 1,500 linear feet of roadway and from Hoover to Granger along approximately 2,000 linear feet of roadway;
- The consolidation of water main along approximately 1,700 feet of State Street;
- Installation of curbing along approximately 2,000 linear feet of State Street;
- Replacement of old water main along Hill Street from Fifth to State Street with approximately 1,600 linear feet of new water main,
- Resurfacing Hill Street from Fifth to Church along approximately 3,300 linear feet of roadway

Construction is tentatively scheduled for April to November 2023. The final project scope of work, design, and schedule has not been determined at this time. MDOT IAT certified testers will likely be needed for approximately 2 weeks of water main replacement, 2 weeks of concrete installation, and 2 weeks of pavement work. Concrete cylinders, density, HMA testing, and HMA extractions and volumetrics will be required.

Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- **2023 Sidewalk Gap Elimination Project**

This project consists of completing 5' wide sidewalk gaps in several locations.

- 300 l.f. on Argo, Pontiac Tr. to Chandler; 540 l.f. on Apple, Pontiac to Pear; 1,770 l.f. on Pear, John A. Woods to Traver; 210 l.f. on John A. Woods, Pontiac Tr. To Pear
- 225 l.f. on Beakes, Fourth to Kingsley

The work will include the needed grading, drainage, and construction of concrete sidewalk along with all related work (including some retaining walls on Beakes). Construction is scheduled for 2023. The final project scope of work, design, and schedule has not been determined at this time. However, it is expected that density and concrete testing along with limited bituminous paving testing will be required for this project. It is anticipated that this work will take 90 calendar days to complete once it is begun.

Project Manager: Theresa Bridges, P.E. (tbridges@a2gov.org)

- **2023 Miscellaneous Construction Projects**

One consultant will be selected to perform testing on various small miscellaneous projects that may be constructed throughout the 2023 Construction Season. These projects may include road construction; sidewalk / ADA ramps; and water main, storm sewer, or sanitary sewer replacement or lining projects. Listed below are some of the known projects that may

be included:

- Annual Sewer Lining Project

City of Ann Arbor ongoing Sewer Lining Project may require minimal density and pavement testing.

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

- 2023 Ramp and Sidewalk Repair Program

This project will include the replacement of sidewalk and ramps in various locations throughout the City. Construction is tentatively scheduled to begin April 2023 and continue through November 2023. Concrete testing will be performed randomly approximately once per week, for the duration of the project.

Project Manager: Jane K Allen, P.E. (jallen2@a2gov.org)

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 15 points

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

B. Proposed Work Plan – 25 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in the 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. 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.

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Any proposal not complying with this requirement may be subject to disqualification.

Proposals must include quantities estimated by the Consultant and quotes of unit prices for the service items listed on the following page. Separate quantities shall be provided for each project; unit prices for services will be the same for each project. The proposing Firm shall indicate in their proposal which project(s) they are proposing to perform work on.

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 the Proposals will be evaluated based on an average of the quantities received, or on some other set of uniform quantities.

E. Authorized Negotiator

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

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 20 sheets (40 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Proposed Fee Schedule

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

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

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

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT D
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

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

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

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

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

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

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

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

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

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

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

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

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

\$14.05 per hour

If the employer provides health care benefits*

\$15.66 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

(2020 PSA over \$25,000 NO Auto AI Rev. 1)

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____ ("Contractor"), a(n) _____, with its address at _____ (State where organized) _____ (Partnership, Sole Proprietorship, or Corporation). City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name

II. DURATION

Contractor shall commence performance on _____, 20__ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Contractor agrees to provide _____

Type of service

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

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

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

IV. INDEPENDENT CONTRACTOR

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

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.

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

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

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

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

notice of such non-appropriation.

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

XII. REMEDIES

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

XIII. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained

sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Huppy, Service Area Administrator

Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

A. The Contractor shall have insurance that meets the following minimum requirements:

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

2022 Street Resurfacing Project

File No. 2022-004

List of Streets - PRELIMINARY

12/13/2021

Minor (Local) Streets

<u>Minor (Local) Streets</u>	<u>Limits</u>	<u>Work Type</u>
Alice St	Bruce St to Grace St/Arlene St	Rehabilitation
Arlene St	Alice St/Grace St to Ross St	Rehabilitation
Arborview Blvd	Ross St to Miller Ave	Rehabilitation
Atterberry Ct	Atterberry Dr to Northerly End	Preventative Maintenance
Atterberry Dr	Burr Oak Dr to Easterly End	Preventative Maintenance
Bath St	Bucholz Ct to N 7th St	Rehabilitation
Briarwood Ct	Arborview Blvd to Northerly End	Preventative Maintenance
Bruce St	Sunrise St to Miller Ave	Preventative Maintenance
Burr Oak Dr	W Liberty Rd to Easterly End	Preventative Maintenance
Chapin St	W Huron St to Miller Ave	Rehabilitation
Doty Ave	Dexter Ave to Arborview Blvd	Rehabilitation
Dunnington Dr	Burr Oak Dr to Atterberry Dr	Preventative Maintenance
Grace St	Alice St/Arlene St to Westwood Ave	Rehabilitation
Harbrooke Ave	Wildwood Ave to Arbana Dr	Preventative Maintenance
Linda Vista St	Arborview Blvd to Miller Rd	Rehabilitation
Linwood Ave	N Revena Blvd to Arbana Dr	Rehabilitation
Mapleridge St	Willow St to Arborview Blvd	Rehabilitation
Maryfield Dr	Westwood Ave to Pineridge St	Rehabilitation
N Revena Blvd	W Huron St/Jackson Ave/Dexter Ave to Linwood Ave	Rehabilitation
Paul St	Wesley Ave to Arborview Blvd	Rehabilitation
Revena Pl	Arborview Blvd to Dead End/Start	Preventative Maintenance
Ross St	Arborview Blvd to Arlene St	Rehabilitation
Sunrise Ct	Sunrise St to Northerly End	Rehabilitation
Sunrise St	Bruce St to Westwood Ave	Preventative Maintenance
Trego Cir	Burr Oak Dr to Burr Oak Dr	Preventative Maintenance
Virginia Ave	Ridge Mor Dr/W Liberty St to Bemidji Dr	Rehabilitation
Westwood Ave	Linwood Ave to Bruce St	Rehabilitation
Wildwood Ave	Linwood Ave to Arborview Blvd	Rehabilitation
Willard St	E University Ave to S Forest Ave	Rehabilitation
Willow St	Mapleridge St/Bucholz Ct to N 7th St	Rehabilitation
Wilton Ct	Arborview Blvd to Northerly End	Preventative Maintenance

Asphalt Paths

<u>Asphalt Paths</u>	<u>Limits</u>	<u>Work Type</u>
Arbor Hills Nature Area	North of Green Road to Nature Area Trail Head	Rehabilitation
West Liberty Road (north side)	Liberty Pointe Dr to Scio Ridge Rd	Rehabilitation
*Oakbrook Drive (south/east side)	S Main St to easterly end in Ward Park	Rehabilitation
South State Street (west side)	W Eisenhower Pkwy to Briarwood Cir	Rehabilitation
*Eisenhower Parkway (south side)	Eisenhower Pl easterly to HMA/concrete transition between Alpine Dr and Hayes Ct	Rehabilitation
**Washtenaw Avenue (north side)	S Huron Pkwy to 150 ft westerly	Rehabilitation

Notes:

*These paths could potentially be replaced with concrete sidewalk.

**Review condition of the recent patch (late summer 2021) done by Public Works and will include this replacement if necessary. Otherwise, it will be included in other S Huron Pkwy asphalt path work planned for 2023.

Type of Work Definitions

- 1) Preventative Maintenance: Partial depth asphalt pavement removal and replacement; single course of new HMA
- 2) Resurfacing: Partial depth asphalt pavement removal and replacement; multiple courses of new HMA
- 3) Rehabilitation: Full depth asphalt pavement removal and replacement