

REQUEST FOR PROPOSAL

RFP # 21-02

BARTON RAW WATER MAIN CONDITION ASSESSMENT

City of Ann Arbor
Public Services Area / Water Treatment Services Unit



Due Date: February 18, 2021 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking consultants and/or contractors to perform a condition assessment of two existing raw water transmission mains that convey water from the discharge at the Barton Pump Station to the City's Water Treatment Plant. The first water main is 5,900 feet of 42-inch prestressed concrete cylinder pipe (PCCP), lined cylinder type (LCP) installed in 1965 and the second is 5,000 feet of 24-inch cast iron & ductile iron water main, which includes sections installed in 1949 and 1965.

The scope of work shall at a minimum consist of:

- Review of all available background information.
- Excavate and live tap the existing 42-inch PCCP water main for equipment access near Barton Pump Station.
- Electromagnetic inspection of the 42-inch PCCP water main to detect and quantify the number of broken wires in a free-swimming nondestructive manner.
- Internal acoustic leak and gas pocket inspection of the 24-inch and 42-inch water mains in a free-swimming nondestructive manner.
- Retrieval of equipment at the Water Treatment Plant in coordination with Plant Operations.
- End-to-end corrosivity survey of the 24-inch and 42-inch raw water mains including measuring pipe-to-soil potentials, taking Wenner 4-pin resistivity readings, and obtaining soil samples for laboratory analyses for all typical corrosion parameters.
- Spot Excavations of up to six (6) locations along the 24-inch and 42-inch raw water mains sufficient in size to review existing pipe condition including restoration efforts.
- Comprehensive review and analysis of all inspection data.
- Draft and Final Inspection Reports that detail the results of the inspections, overall pipe risk, and recommendations for future corrective measures.

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 February 3, 2021 at 5:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Chris Elenbaas, Project Manager – Christopher.Elenbaas@stantec.com

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

A pre-proposal meeting will be held virtually:

WHEN: January 21, 2021 at 2:00 p.m.

WHERE: Microsoft Teams – Email Chris Elenbaas at
Christopher.Elenbaas@stantec.com to receive an invite to the pre-proposal meeting.

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 21-02. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

At the pre-proposal meeting, the City will provide a sign-up for a site walkthrough during the week of January 28, 2021. The walkthrough will be limited to two (2) people per offeror and will be restricted to outdoor areas of Barton Pump Station and the Water Treatment Plant. The walkthrough will not be mandatory for offerors.

Offerors are responsible for familiarizing themselves with existing site conditions and constraints. Offerors are encouraged to visit to the publicly accessible areas along the water main route within Bird Hills Nature Area, in Barton Park and adjacent road rights-of-way to become familiar with the existing site conditions.

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 March 22, 2021**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the 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, February 18, 2021 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**
- **four (4) 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**
- **one (1) digital copy of the fee proposal on a separate USB/flash drive in PDF format**

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

Proposals submitted must be clearly marked: “**RFP No. 21-02 – Barton Raw Water Main Condition Assessment**” 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
Virtual Pre-Proposal Meeting	January 21, 2021, 2:00 p.m.
Site Visits	Week of January 28, 2021
Written Question Deadline	February 3, 2021, 5:00 p.m.
Addenda Published (if needed)	Week of February 8, 2021
Proposal Due Date	February 18, 2021, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of March 22, 2021
Selection/Negotiations	April 2021
Expected City Council Authorizations	May 2021
Notice to Proceed	June 2021
Condition Assessment Work Complete	Fall 2021
Final Deliverables to City	March 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 of Ann Arbor (City) provides drinking water to approximately 125,000 people residing in the City and neighboring townships. The City's drinking water is drawn from both surface and groundwater sources. The Water Treatment Plant (WTP) is rated for 50MGD and raw water supply is typically 85% (range 75-100%) surface water and 15% (range 5-25%) groundwater. The original WTP was constructed in 1938 with expansions in 1949, 1965 and 1975.

The surface water supply is from the Huron River and conveyed to the WTP through the Barton Raw Water Pump Station and two raw water mains. The raw first water main is a 42-inch Prestressed Concrete Cylinder Pipe (PCCP) installed in 1965 and the second is a 24-inch cast iron water main installed in 1949 with portions that were replaced in 1965 with ductile iron pipe. The two raw water mains follow the same approximate route from Barton Pump Station, through the City owned Bird Hills Nature Area, across M-14 to Sunset Drive and into the WTP property. The 42-inch PCCP water main has a total length of approximately 5,900 feet before discharging into Rapid Mix Basin #4 at the WTP. The 24-inch water main has a total length of approximately 5,000 feet before it connects into the 42-inch PCCP water main at the WTP property.

Background information is available to Respondents following the signing of a non-disclosure agreement. Please contact Chris Elenbaas at Christopher.Elenbaas@stantec.com to receive a non-disclosure agreement.

Additional available documentation includes:

- Maps depicting the extent of the water mains to be assessed.
- Technical Memorandum Dated July 16, 2018 by Tetra Tech titled Ann Arbor Barton Raw Water Main Location.
- Price Brothers Co Ann Arbor, Michigan 42" & 36" Raw Water Pumping Mains Design Sheets and Laying Schedule.
- City of Ann Arbor WTP Plan View Yard Piping Drawing Dated October, 2000.
- Raw Water Main GIS Data.

2. Objective

The City is seeking consultants and/or contractors to perform a condition assessment of the two existing raw water transmission mains that convey water from the discharge at the Barton Pump Station to the City's Water Treatment Plant. The overall objectives of condition assessment are as follows:

- Desktop condition assessment and background information review;
- Internal in-the-wet electromagnetic inspection of the 42-inch PCCP water

main;

- Internal acoustic leak and gas pocket inspections of both water mains;
- External corrosion survey for the 24-inch and 42-inch PCCP water mains;
- Spot excavation and assessment of pipe condition, as applicable;
- Risk evaluation for component failures; and
- Recommendations for repair/rehabilitation measures.

All condition assessment work shall occur with the water mains in service.

The project shall include at a minimum the detailed scope identified within this RFP. **Respondents are strongly encouraged to include value-add scope, or to modify the scope where it will be in the best interest of the City. If alternate assessment technologies are available that would fulfil the overall goals of the project, they will be evaluated by the City.** Value added scope or modifications, exclusions, etc. shall be presented separately in both the proposal and fee schedule.

Respondents shall propose a team of consultants and/or contractors that meet the required qualifications. Preference will be given to the most qualified team.

It's the responsibility of the Respondent to examine the site of the proposed work. Before submitting a Proposal, Respondents shall inform themselves fully of the conditions under which the work will be performed, and shall make whatever site investigations tests they deem necessary. The proposal shall include sufficient detail to demonstrate that the Respondent has investigated site specific constraints and that their work plan is achievable.

3. Requirements

A. 42-inch PCCP Electromagnetic Inspection

- a. Respondent shall perform an internal electromagnetic inspection to evaluate the condition of the prestressing wire wraps of the existing 42-inch Prestressed Concrete Cylinder Pipe (PCCP) Lined Cylinder Pipe (LCP) L-301 water main. The electromagnetic inspection shall be performed while the water main remains in service with a free-swimming device.
- b. Respondent shall provide a detailed electromagnetic inspection plan **within the proposal** meeting the following requirements:
 - i. Inspection device must be capable of being deployed into a fully operating and flowing potable water pipeline, whereby the pipeline remains in service under pressures ranging from approximately 5 psi up to 150 psi, using real time data. All pressure and flow requirements shall be provided within the proposal.

- ii. Be able to detect any anomalies on the steel cylinder and prestressing wires of PCCP LCP pipe and identify the location and number of broken wires.
- iii. Perform the internal assessment within the pressurized pipeline in a free-swimming nondestructive manner.
- iv. Be capable of navigating bends up to 90 degrees, capable of passing through pipe size reductions from 42" to 36" and capable of passing through 42" and 36" butterfly valves. Respondent shall identify all equipment limitations.
- v. Be able to track the free-swimming device with external sensors.
- vi. Have a detailed library of electromagnetic signals based on different features, pipe diameters and pipe types which will allow it to make informed judgments on the condition of pipelines.
- vii. Have open source data tables capable of comparing results to previous inspection results, using the same calibration curve for both data sets.
- viii. Respondent shall analyze collected data to identify high risk areas of the pipeline and prioritize locations along the raw water main for excavation and review of existing pipe condition.
- ix. All equipment, materials, etc. that are inserted into the water mains shall be disinfected and/or NSF 61 approved for use in potable water.

B. Acoustic Leak and Gas Pocket Inspection

- a. Respondent shall perform an internal acoustic leak and gas pocket inspection of the existing 24-inch and 42-inch PCCP water mains with a free-swimming device. The leak/gas pocket inspection shall be performed while the water mains remain in service.
- b. Respondent shall provide a detailed acoustic leak and gas pocket inspection plan **within the proposal** meeting the following requirements:
 - i. Inspection device must be capable of being deployed into a fully operating and flowing potable water pipeline, whereby the pipeline remains in service under pressures ranging from approximately 5 psi up to 150 psi, using real time data. All pressure and flow requirements shall be provided within the proposal.
 - ii. Such method/device must be able to detect multiple leaks and/or gas pockets over the entire length of a pipeline inspected under a single deployment.
 - iii. Such survey shall be performed in a non-destructive manner.

- iv. Such method/device must have the ability to survey pipelines with an inside diameter of six (6) inches or larger.
- v. Such method/device must be capable of operating and detecting leaks in a pipeline that is buried five (5) to twenty (20) feet below grade.
- vi. Such method/device must be capable of detecting leaks as small as 0.01 gallons per minute at 90 psi of pressure, 0.1 gallons per minute at 25 psi, and 0.35 gallons per minute at 15 psi.
- vii. Be able to track the free-swimming device with external sensors.
- viii. Respondent shall digitally locate with survey grade equipment and mark on the ground surface, the location of all identified leaks and pockets of trapped gas, or air pockets.
- ix. Preliminary analysis identifying large leaks shall be available to the City within twenty four (24) hours following completion of inspection. Locations of large leaks will be marked by the Respondent within 72 hours following submittal of the preliminary analysis.
- x. All equipment, materials, etc. that are inserted into the water mains shall be disinfected and/or NSF 61 approved for use in potable water.

C. Pipeline Route Corrosion Study

- a. Respondent shall perform a complete end-to-end corrosivity survey of the 42-inch and 24-inch raw water mains including measuring over-the-line pipe-to-soil potentials or cell-to-cell survey if joints are found to be electrically discontinuous (i.e. unbonded), taking Wenner 4-pin resistivity readings, and obtaining soil samples for laboratory analyses. Due to the close proximity of the two water mains, where applicable, this information shall also be used to inform the risk analysis associated with both raw mains.
- b. Respondent shall analyze collected data to identify and prioritize locations along the raw water main for excavation and review of existing pipe condition. A minimum of six (6) spot excavations shall be included in the proposal. Where the two mains are within 10 feet center to center, exposure of both shall be considered one excavation.
- c. Respondent shall provide a detailed corrosion study plan **within the proposal** to include at a minimum:
 - i. Respondent shall perform Electromagnetic Conductivity (Emag) testing to gather continuous soil resistivity data along the route of the 24-inch cast iron water main. Collection shall be performed with a hand-held unit that does not require soil contact.

- ii. Emag testing shall be conducted at accessible locations along the alignment using to a minimum depth of 15 feet at 10-foot intervals in accordance with ASTM D6639.
- iii. Soil resistivity data from the Emag testing shall be presented in a graphical format and also provided in a database format suitable for import into ArcGIS.
- iv. Due to the proximity of other pipelines along sections of the water main, the Respondent shall identify any expected limitations within an existing pipeline alignment.
- v. Wenner 4-Pin testing shall be used in combination with the Emag survey for further evaluation against industry accepted categories of corrosivity. Based on interpretation of the Emag survey data, at least 12 locations for Wenner 4-Pin testing and 6 locations for soil sampling shall be recommended to the City. Respondent may elect to recommend additional testing and unit prices for additional testing shall be included in the fee proposal.
- vi. In areas where the Emag survey is not conducive for obtaining soil resistivity data such as congested utility corridors, the frequency of 4-pin measurements and/or soil sampling shall be increased to compensate.
- vii. Respondent shall be responsible for obtaining permits from MDOT and paying all fees and costs for Emag, Wenner 4-Pin testing, or soil sampling within the M-14 right-of-way. This shall include traffic control, permit fees, alternate equipment, etc.
- viii. The Wenner 4-pin tests shall be completed in accordance with ASTM G57.
- ix. Soil resistivity data from the Wenner 4-pin testing shall be presented in a graphical format and also provided in a database format suitable for import into ArcGIS. It shall be correlated to the Emag testing and the Respondent shall provide a detailed review of all available data.
- x. Utilizing the Emag, Wenner 4-pin and soil sampling data, the Respondent shall provide a plan for the excavation and visual inspection of the 42-inch and 24-inch water mains in a minimum of eight (8) locations. Where the two mains are within 10 feet center to center, exposure of both shall be considered one excavation. Excavations will occur in unpaved areas within City right-of-way or within parcels owned by the City. All required permit applications associated with the excavations shall be the responsibility of the Respondent.

Excavations shall include complete exposure of a minimum 10 feet of the pipe at a depth up to 7 feet from existing grade to the top of pipe. Unit pricing for excavations shall be included in the fee

proposal and shall include all assumptions by the Respondent. The City may elect to reduce or increase the number of excavations. Excavations will occur in unpaved areas and all restoration costs shall be included in the excavation unit prices. Excavations within the Bird Hills Nature Area may require smaller equipment to be utilized for access or have special access requirements.

- xi. The raw field data collected from each of the investigation methods shall be reduced to a useable form, tabulated or graphed as appropriate, and analyzed. Analysis will include investigating for relevant trends, crosschecking against industry standards, and correlating the data to make engineering judgments. Indications of probable or observed active corrosion from the indirect assessments will be noted and ranked in terms of severity.
- xii. The Respondent shall develop a written technical memo to include all information obtained from the corrosion study. Results of all testing, in graphical or tabular form as appropriate, shall be included and will serve as a basis for future corrosion evaluation and maintenance on the pipeline. The memorandum shall indicate areas of the pipeline which, based on results of testing and the best application of corrosion principles and experience, are likely areas where more significant corrosion has occurred.
- xiii. Respondent shall provide detailed recommendations and budgetary costs for addressing pipeline corrosion such as methods of cathodic protection.

D. General Requirements. The following general requirements shall be applicable to all proposed inspections.

- a. Prior to initiating work, the Respondent shall perform a site reconnaissance of the pipeline to be surveyed and furnish a detailed written Work Plan as further detailed within this RFP.
- b. Reports and deliverables shall be submitted in hard copies (three copies) and electronic format (pdf and editable formats) with database information viewable in ArcGIS with all pertinent information. Report should include at minimum; executive summary, location map of the project, indicating start and end of project, start and completion dates, tables with pertinent information, pictures, videos, and any other information necessary for the project. Conclusion shall be clear and concise depicting the condition of pipe at the time of inspection. Database tables will be named clearly identifying the information. Database will be the property of the City and information will not be shared without prior written approval from the City.

- c. Respondent shall supply its own staff with appropriate off-road vehicle/equipment enabling the delivery of staff and testing equipment to rural project locations.
- d. The Respondent shall furnish traffic control as required.
- e. Disinfect all portions of the inspection equipment that will come in contact with the fluid column prior to deployment within the water main. Devices previously deployed within wastewater piping systems are not to be utilized within potable water pipelines.
- f. Respondent shall provide written contingency plans addressing the steps to remove devices should they become stuck or lost within the water main. This plan shall clearly identify the role and responsibility of all project stakeholders during this situation.
- g. Provide a minimum of five (5) comparable references, within past twenty-four months, where pipelines have been surveyed and the results verified. The vendor must provide the contact information of the clients and name of respective agency with the bid packet.

E. Pipe Constraints

- a. 42-inch PCCP Water Main
 - i. The 42-inch PCCP water main cannot be removed from service during the performance of the inspections. Valves at the WTP and Barton PS allow for isolation of the main; however, there is no current ability to drain the pipe once isolated.
 - ii. Depending on flows to the WTP, velocity within the 42-inch PCCP water main is typically 1.5 ft/s to 2.0 ft/s. If velocities in excess of 2.0 ft/s are required for inspection, the Respondent shall identify the requirements in the proposal and is required to coordinate with the WTP to develop a work plan that allows for increased velocities.
 - iii. The 42-inch PCCP water main shall be accessed by a minimum 42" x 16" live tap to provide an access point for current and future internal inspection. The live tap shall be located on the Barton Pump Station Property. A general detail for construction of the access point is attached. Any deviations from this detail shall be identified in the proposal.
 - iv. All work to live tap the 42-inch PCCP water main shall be done in accordance with AWWA Manual M9, AWWA C301 and the City of Ann Arbor Public Services Department Standard Specifications.
 - v. The centerline elevation of the 42-inch PCCP water main is approximately 775 feet at Barton Pump Station and 984 feet at the WTP.
 - vi. Discharge pressures at Barton Pump Station typically range between 95 psi and 103 psi.

- vii. As the 42-inch PCCP water main enters the WTP property, it reduces in size to 36-inch PCCP with multiple 36-inch butterfly valves and 36-inch 90-degree bends. It then discharges into Rapid Mix Basin No. 4 which includes both lime slurry and mixers. The Respondent will need to develop a plan to retrieve the inspection equipment and inform the City if they anticipate if any equipment shutdowns will be required to facilitate equipment retrieval.
- viii. In December 2020, a leak was discovered at one of three manual air relief points on the 42-inch water main. The primary leak was from a separation of 1.5-inch copper pipe at an improperly installed copper fitting. However, a small leak was also identified at the threaded connection between the 1.5-inch corporation and the 42-inch water main. The respondent shall evaluate this leak and make final recommendations for repair. Respondents shall include allowance pricing for in the fee proposal for installing a repair saddle assembly on the 42-inch main that encapsulates the leaking corporation.

b. 24-inch Water Main

- i. The 24-inch water main was predominantly installed in 1949 and is cast iron with an approximate thickness of 0.68 inches. Approximately 1,300 feet of the 24-inch water main was replaced in 1965 with ductile iron water main approximately 0.44 inches thick. This 1965 ductile iron pipe was installed near Barton Pump Station, under M-14 and near the connection to the WTP piping.
- ii. The 24-inch water main cannot be removed from service during the performance of the inspections.
- iii. Depending on flows to the WTP, velocity within the 24-inch cast iron water main is typically around 1.5 ft/s to 3.0 ft/s. If velocities in excess of 3.0 ft/s are required for inspection, the Respondent shall identify the requirements in the proposal and is required to coordinate with the WTP to develop a work plan that allows for increased velocities.
- iv. The centerline elevation of the 24-inch water main is approximately 775 feet at Barton Pump Station and 984 feet at the WTP.
- v. Discharge pressures at Barton Pump Station typically ran between 95 psi and 103 psi.
- vi. An existing EJ 5BR250 Fire Hydrant was installed on the 24-inch cast iron water main in 2017 at the Barton Pump Station. This hydrant can be used to access the water main for inspection and may require the removal of internal parts to allow equipment insertion. An 8-inch gate valve provides isolation between the fire hydrant and 24-inch water main.

- vii. The centerline elevation of the 24-inch cast iron water main is approximately 775 feet at Barton Pump Station and 970 feet where the 24-inch connects into the 36-inch PCCP main that is a continuation of the 42-inch PCCP main. The discharge location for equipment is the same as for the 42-inch PCCP water main.
- viii. In November 2017, a 14-foot section of the 24-inch water main broke along Sunset Drive. This section was installed in 1949 and was cast iron.

F. Workshops and Deliverables.

- a. The Respondent shall arrange a series of workshops with the City at each critical step of the project. The proposal shall provide a full schedule with required workshops. At a minimum these shall include the following workshops and topics covered:
 - i. Pre-inspection Workshop
 - 1. Overall Workplan
 - 2. Contingency Plans
 - 3. Safety Procedures
 - 4. Access Restrictions
 - ii. Raw Water Main Inspection Workshop
 - 1. PCCP Internal Inspection Data Review
 - 2. Cast Iron Internal Inspection Data Review
 - iii. Corrosion Survey Workshop
 - 1. Corrosion Data Review
 - 2. Spot Excavation Plan
 - iv. Overall Risk Assessment Workshop
 - 1. Risk Analysis
 - 2. Recommendations for Corrosion Management, Repair and/or Rehabilitation
 - v. Water main locations
 - 1. Respondent shall provide an AutoCAD file with the location of the 42-inch and 24-inch water mains based on the internal inspection data. Coordinates shall be in the City's standard coordinate system.
 - 2. Respondent shall recommend and install a water main marking system on the 24-inch and 42-inch mains at a minimum interval of every 500 feet and at alignment changes between the Barton Pump Station and the Water Treatment Plant, including within the Bird Hills Nature Area.

Marking system shall be inconspicuous and preferably flush with the ground, color coded and numbered. Costs for the installation of the marker system shall be identified in the fee proposal.

- vi. Final Report – The final project deliverable shall at a minimum include the following elements:
 - 1. Summarize findings of the electromagnetic inspection, acoustic leak and gas pocket inspection, route corrosion study and any other pertinent assessment information gathered over the course of the project.
 - 2. Identify overall water main life expectancy and risk of failure.
 - 3. Address specific items of concern including air relief, M-14 crossing, and operational limitations with the loss of either water main.
 - 4. Recommend future improvements including pipe rehabilitation, replacement, air relief installation and valve installation. Incorporate consideration for the City's future budget and planned improvements.
 - 5. Provide budgetary cost estimates for all improvements.
- b. The Respondent shall identify the project deliverables within the proposal. At a minimum these shall include the following:
 - i. Inspection Workplans
 - ii. Contingency Plans
 - iii. Safety Plan
 - iv. Electromagnetic Inspection Data and Technical Memorandum
 - v. Acoustic Leak and Gas Pocket Inspection Data and Technical Memorandum
 - vi. Corrosion Study Technical Memorandum with Recommendations
 - vii. Final Report to compile the various Technical Memoranda and to present the Overall Risk Analysis, Life Expectancy and Repair/Rehabilitation Recommendations with cost estimates for budgeting.

G. Schedule

- a. The Respondent shall include an overall detailed schedule in the proposal. The schedule shall be based on an assumed Notice to Proceed date of June 1, 2021.
- b. The Respondent shall incorporate the following schedule restrictions:
 - i. The live tap and electromagnetic inspection of the 42-inch PCCP LCP water main shall occur between September 15, 2021 and

November 15, 2021. If WTP flow conditions permit, inspection of the water main may be performed outside of this time period.

- ii. Pipe repairs and pipe excavations shall be scheduled in coordination with or immediately following the electromagnetic inspection.
- iii. Draft reports shall be delivered to the City within 60 days of the completion of the inspections.
- iv. Overall project shall be substantially complete by March 2022 including completion of all assessment work and delivery of final approved report to the City.

Respondent's Proposal

In keeping with the objective, the description, the requirements, and the tasks as previously indicated in this Request for Proposal, the proposals shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel including supporting earthwork and excavating subcontractors.
- B. Detailed work plan including the following elements:
 - a. 42-inch water main access, inspection and equipment retrieval plan
 - b. 24-inch water main access, inspection and equipment retrieval plan
 - c. Corrosion study plan
 - d. Pipe excavation and visual inspection plan
- C. Communication and coordination.
- D. Compatibility with city's standards, goals, and objectives.
- E. Working relationship between consultant and City staff.
- F. Information which will assist the City to determine the respondent's capability of performing the work.

Fee Proposal

Project: Barton Raw Water Main Condition Assessment, RFP No. 21-02

Notes:

1. Respondents shall provide a unit price and total price for all allowance items.
2. Quantities included in the fee table represent estimated quantities for the work. The Respondent shall be compensated for the actual number of items completed using the unit prices provided.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the prices provided. Work shall be determined based upon availability of funds.
4. Any item not provided in the following list shall be considered incidental unless otherwise clarified by the Respondent.
5. Contract shall be awarded based on final negotiated pricing for the base proposal or any combination of work delineated below in any manner the City believes to be in its best interest.
6. The fee proposal table below must be provided for comparison purposes. The respondent shall provide additional breakdown of tasks identifying hours, staff, material, equipment, and all other considerations used in the development of the fee. Clearly identify any additional allowance items or pricing assumptions in the proposal.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	42-inch PCCP Electromagnetic Inspection	LS	1		\$
2	42-inch x 16-inch Live Tap and Access Point Construction	LS	1		\$
3	42-inch Acoustic Leak and Gas Pocket Inspection	LS	1		\$
4	24-inch Acoustic Leak and Gas Pocket Inspection	LS	1		\$
5	Pipeline Route Corrosion Study	LS	1		\$
6	Pipeline Marking System	LS	1		\$
7	Draft and Final Report	LS	1		\$
TOTAL BASE PROPOSAL				\$ _____	
Allowances					
8	Pipe Excavation per Location for Corrosion Study	EA	8	\$	\$
9	42" x 2" tap with Corporation and Curb Stop for Manual Air Relief	EA	3	\$	\$
10	24" x 2" Tap with Corporation and Curb Stop for Manual Air Relief	EA	3	\$	\$
11	42" x 6" Repair Saddle Assembly over Leaking 1.5" Corporation	EA	2	\$	\$
TOTAL ALLOWANCES				\$ _____	
TOTAL PROPOSAL PRICE (BASE + ALLOWANCES)				\$ _____	

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 – 20 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.
 - a. For all stages of this study, the Respondent shall utilize staff highly experienced with cast iron, ductile iron and PCCP LCP pipelines. These qualifications shall be clearly presented within the proposal.
3. 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. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in 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. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

Provide a matrix graphically presenting the key individuals and their involvement in the past similar projects. The matrix shall include the individual's roles and their location.

1. Respondent shall provide a minimum of five (5) comparable references of electromagnetic free swimming PCCP LCP inspection projects where the tool was capable of passing butterfly valves. The respondent must provide references where data quality and accuracy has been verified.
 - a. Respondent shall provide evidence with the proposal that the technology has been successfully proven and utilized on a minimum of 50 miles of PCCP LCP pipeline.
 - b. Provide the City with preventative maintenance records pertaining to device proposed for use at each location. Records should indicate the type of maintenance required for device, recommended intervals and history of maintenance performed within previous eighteen (18) months of request.
 - c. Provide examples of calibration curves generated from various pipe types including PCCP LCP. The vendor must be able to provide detailed data regarding how these curves will be used to estimate the pipe damage with the proposal.
2. Respondent shall provide a minimum of five (5) comparable references, within past five years where similar corrosion studies have been performed.

C. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy in regards to providing the requested services.

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

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead

factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

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 30 sheets (60 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 – PCCP Water Main Access Detail

Attachment B - Legal Status of Offeror

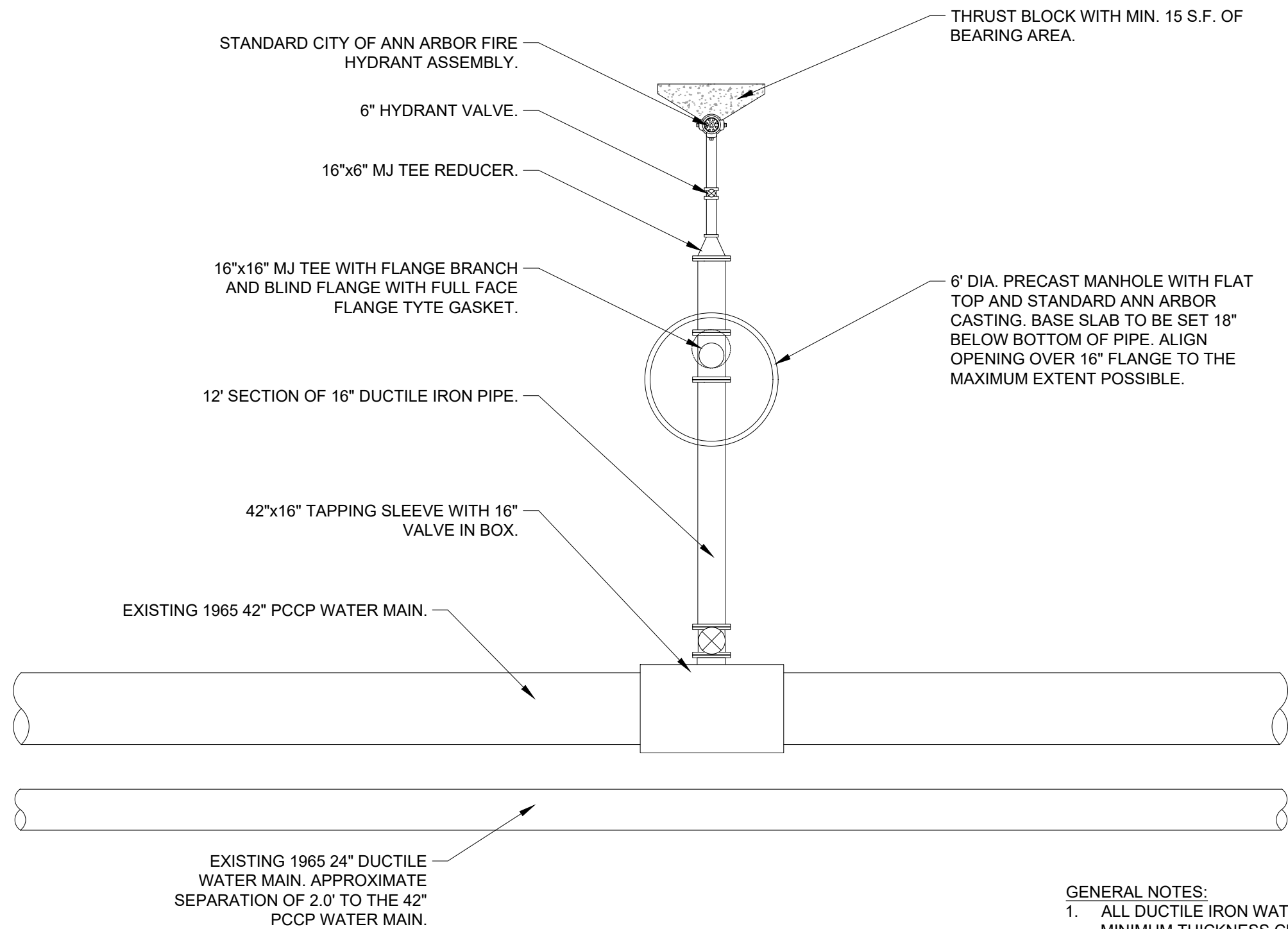
Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

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



STANDARD CITY OF ANN ARBOR FIRE HYDRANT ASSEMBLY.

6" HYDRANT VALVE.

16"x6" MJ TEE REDUCER.

16"x16" MJ TEE WITH FLANGE BRANCH AND BLIND FLANGE WITH FULL FACE FLANGE TYTE GASKET.

12' SECTION OF 16" DUCTILE IRON PIPE.

42"x16" TAPPING SLEEVE WITH 16" VALVE IN BOX.

EXISTING 1965 42" PCCP WATER MAIN.

EXISTING 1965 24" DUCTILE WATER MAIN. APPROXIMATE SEPARATION OF 2.0' TO THE 42" PCCP WATER MAIN.

THRUST BLOCK WITH MIN. 15 S.F. OF BEARING AREA.

6' DIA. PRECAST MANHOLE WITH FLAT TOP AND STANDARD ANN ARBOR CASTING. BASE SLAB TO BE SET 18" BELOW BOTTOM OF PIPE. ALIGN OPENING OVER 16" FLANGE TO THE MAXIMUM EXTENT POSSIBLE.

GENERAL NOTES:

1. ALL DUCTILE IRON WATER MAIN SHALL BE MINIMUM THICKNESS CLASS 53 WITH POLYWRAP.
2. ALL JOINTS SHALL BE RESTRAINED MECHANICAL JOINT WITH EBAA IRON MEGALUG UNLESS OTHERWISE NOTED.

**BARTON PUMP STATION
42-INCH PCCP WATER MAIN ACCESS DETAIL**
SCALE: 1" = 6'

v:\2075\active\2075154600\civil\planning\drawing\barton_valve\154600barton_access
2021.01.07 10:48:34 AM

Stantec Consulting Michigan Inc.
3754 Ranchero Drive
Ann Arbor MI 48108-2771
Tel: (734) 761-1010
www.stantec.com

Notes
ATTACHMENT A

Client/Project
CITY OF ANN ARBOR

BARTON RAW WATER MAIN
CONDITION ASSESSMENT

Project No.
207514600

Title
PCCP WATER MAIN
ACCESS DETAIL

Revision	Date
	2021.01.07
Reference Sheet	Figure No.
N/A	1

**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 \$13.91/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 \$15.51/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, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 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 Auto AI over \$25,000 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:

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

Type Name
Service Area Administrator

Tom Crawford, 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. 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 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.