

# REQUEST FOR PROPOSAL

**RFP # 20-22**

## **Streetlight Replacement and Asset Management**

City of Ann Arbor  
Engineering Unit



**Due Date: June 2, 2020 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 the services of a firm in connection with the management of City streetlight assets. The Streetlight Asset Management Consultant hired will direct the replacement and maintenance of approximately 300 streetlights whose condition has deteriorated and is responsible for additional tasks related to streetlight asset management. The City is seeking these services for a period of eighteen months, with the City reserving an option to extend the contract term for up to two additional one-year periods. This consultant will coordinate work with City staff from the Engineering Unit of the Public Services Area. The Engineering Unit will oversee the direction and quality of work of this consultant.

### **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 May 12, 2020 at 10:00 a.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Cyrus Naheedy, Transportation Engineer - CNaheedy@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**

A pre-proposal meeting will be held:

WHEN: Thursday, May 7, 2020 at 2:00 p.m.

WHERE: City Hall Building, 1<sup>st</sup> Floor North Conference Room, 301 East Huron Street, Ann Arbor, Michigan 48107

This meeting will also have an option for attendees to attend virtually via Microsoft Teams. If restrictions due to COVID-19 prohibit in-person meetings of any size, the meeting shall occur virtually for all participants. Prospective offerors who would like to attend virtually shall e-mail Cyrus Naheedy (CNaheedy@a2gov.org).

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 20-22. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

#### **D. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the 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 June 8, 2020**. 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 June 2, 2020, 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
- three (3) 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.20-22 – Streetlight Replacement and Asset Management”** 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 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.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	May 12, 2020, 10:00 a.m.
Addenda Published (if needed)	Week of May 18, 2020
Proposal Due Date	June 2, 2020, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of June 8, 2020
Selection/Negotiations	June 2020
Expected City Council Authorizations	July 2020

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 – BACKGROUND AND SCOPE OF SERVICES**

### **A. BACKGROUND**

The City of Ann Arbor is seeking to replace and maintain approximately 300 streetlights whose condition has deteriorated. Streetlight replacement and maintenance are critical components of the City's streetlight asset management approach.

The City of Ann Arbor owns and maintains 3012 streetlights throughout the City. There are approximately 8694 other lights in the City Right-of-Way (ROW) owned and maintained by other entities:

- 5247 by DTE
- 3420 by the University of Michigan
- 27 privately owned

At least 824 of the City's lights are within the Downtown Development Authority (DDA) boundary – this number predates recent and ongoing DDA construction, which will increase the total number of City lights within downtown.

In 2005, a moratorium on new streetlights was directed by City Council. Except in cases when a net reduction (or no net increase) in streetlight costs could be achieved, new streetlights were not to be installed. In the last several years, additional budget began to be dedicated to streetlight additions, replacement and maintenance, and the moratorium was lifted.

In 2017, a condition assessment of City streetlights was performed on 1496 streetlights (~65% of those owned by City at the time). For purposes of standardization and accuracy of rehabilitation costs, the assessment categorized streetlights into one of three categories:

1. Downtown Standardized Pedestrian Lights
2. Non-Downtown Non-Standardized Pedestrian Lights
3. Non-Downtown Cobra Head Lights

Streetlights were further broken down into four different components in order to create more detailed condition ratings for each light. Those four components are defined as:

1. Luminaire
2. Foundation & Base
3. Lamppost
4. Electrical

The luminaire is the complete electric light unit that attaches to the arm or directly to the lamppost depending on the streetlight model type. Each unit is comprised of the

fixture, the light, and the globe/guard that protects the light. The foundation & base component consists of the foundation, anchor bolts, and handhole cover. The lamppost component includes the base plate, the weld that joins the base plate to the pole shaft, the pole shaft, and the arm and bracket if applicable for each model type. The electrical component is made up of the insulation, wiring, splice(s), and ground(s).

The rehabilitation and replacement of the necessary streetlight components for 85 locations was completed in 2019. 32 of these streetlights were within the DDA, while 53 streetlights were located elsewhere in the City. As-built data will be used to update GIS condition inventory.

While there are potential streetlights to replace across the entire City, the City and Consultant shall aim to consolidate replacement work within fewer, concentrated geographic areas. Locations shall be chosen according to items outlined in **Scope of Services** in the following section.

The City's streetlight asset management approach has identified candidate locations, displayed in Attachment A. These candidate locations were determined based on several factors, including the condition assessment inventory (cited above), as well as an asset management modeling software program (Assetic).

Assetic was used to model different asset management scenarios by:

- Defining the performance/failure modes of streetlight assets,
- Determining life cycles and replacement costs,
- Setting Target Levels of Service and determining "criticality" to prioritize higher-need locations

Using the above inputs, the City has determined what investments are required for streetlight assets, both from capital and operations/maintenance perspectives.

The City is currently working to develop an asset management plan. This will eventually require an update of the streetlight condition asset inventory, as well as refining the modeling assumptions and scenarios run in the Assetic software tool. These tasks are listed as items for consideration in the Proposal (see **Scope of Services → Additional Items** for additional information).

In an effort related to but separate from the asset management plan, the City is updating development standards related to streetlighting. These standards include incorporating elements of current IESNA standards, including RP-8 Roadway Lighting. The City is also developing light fixture standards that are acceptable to meet the new lighting level recommendations set forth by these development standards. The focus would be particularly on cobrahead-style lights, while also commenting on and potentially improving downtown and pedestrian-style streetlights. Note that the City intends to accomplish IDA Dark Sky compliance wherever possible in future installations involving cobraheads in the non-downtown areas (see **Scope of**

**Services → Additional Items** for additional information).

In maintenance of streetlight poles, one potential alternative to pole replacement is pole painting. Prior efforts by the City identified that while painting would be less demanding of physical resources than replacement, the financial demands of painting favor pole replacement instead. The City would like to reconsider all alternatives, pending an updated financial comparison (see **Scope of Services → Additional Items** for additional information).

## **B. SCOPE OF SERVICES**

The City of Ann Arbor plans to continue streetlight replacement work over the 2020 and 2021 construction seasons. The City is seeking proposals from qualified, professional engineering consulting firms to perform the necessary tasks to survey, design, and prepare detailed plans and specifications in accordance with City of Ann Arbor Standards in order to competitively bid and construct the project. In addition, the Consultant will also help manage the project during its construction, providing construction administration and engineering services.

The following items shall be addressed in the Proposal, in accordance with Section III of this request and the attached project schedule. The City is requiring proposal information for **all** items in both subsections (**Design, Plan Preparation, and Construction Engineering** and **Additional Items**). The City will proceed with items in these subsections as follows:

- The City will proceed with **all** items detailed in **Design, Plan Preparation, and Construction Engineering**.
- After receiving proposals, City staff will assess the timing and priority for items detailed in **Additional Items**. Each item in this subsection will be undertaken at the City's discretion, including potentially undertaking all, some, or none of the items in **Additional Items**. As such, these items should be listed and priced separately.

### **Design, Plan Preparation, and Construction Engineering**

- a. Attend a kickoff meeting and obtain necessary data from City staff, including 2017 Streetlight Condition Assessment Technical Memo (see Attachment A).
- b. Schedule project progress meetings as needed to ensure proper coordination of Consultant and City work throughout the entire design process. The Consultant will run the meetings, providing minutes and action items. The Consultant shall coordinate their efforts with any other needed agencies, various City service units, private utility companies, other formal and informal committees, and the public.

- c. Perform field inspection and inventory of several potential geographic areas within the City. List sites to be developed with direction of City staff, in consideration of 2020 and 2021 Capital Improvement Plan (CIP) projects with the aim of minimizing mobilization and logistical challenges.
- d. Implement field information and prepare all plan/profile views and construction details needed for the design drawings in accordance with City of Ann Arbor standards.
- e. Assist in Miss Dig coordination to minimize impact to existing underground infrastructure.
- f. Conduct design review meetings at appropriate stages of the project. Prepare meeting notes.
- g. Perform site lighting photometric calculations as needed. Evaluate the photometric calculations and prepare a second photometric study to illustrate suggested modifications.
- h. Prepare demolition documents.
- i. Prepare complete, detailed, and accurate construction drawings and specification documents for bidding and construction purposes.
- j. Prepare complete, detailed and accurate plans for construction access and traffic control. Traffic control shall consider vehicles, transit, bicycles and pedestrians; and take into account construction staging and the impact on surrounding commercial and residential neighborhoods and any other ongoing construction activities.
- k. Establish pay items and quantities; and prepare detailed specifications.
- l. Prepare an opinion of probable cost.
- m. Provide technical assistance during bidding, including leading the pre-bid meeting, addressing bid questions, preparing addenda, and performing other as-needed bid analysis.
- n. Provide review sets of documents when requested.
- o. Prepare and submit plans for permitting.
- p. Coordinate work as needed with both DDA (as partner agency for streetlight locations constructed downtown) and DTE (as electric utility provider).
- q. Coordinate streetlight replacements with potential co-location opportunities of small cell-5G equipment.

## **Additional Items**

- i. Prepare specification documents for bidding and construction purposes as related to painting of streetlight poles.
- ii. Update streetlighting development standards, incorporating elements of current IESNA standards, including *RP-8 Roadway Lighting*.
- iii. Develop light fixture standards that are acceptable to meet new lighting level recommendations outlined in item ii above.
- iv. Assist in design of plans for streetlight additions along select corridors that have been identified as needing additional lighting.
- v. Develop and refine streetlight asset management plan for the City of Ann Arbor.
- vi. Refining modeling assumptions and running new asset management scenarios in the Assetic software tool.
- vii. Update streetlight condition assessment inventory.

## **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.
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. Past experience shall be provided on items detailed in both sections outlined in the

Scope of Services (“Design, Plan Preparation, and Construction Engineering” and “Additional Items”).

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.

The fee proposal shall be organized for both sections outlined in the Scope of Services as follows:

- **Design, Plan Preparation, and Construction Engineering:** a base bid broken out into sufficient detail for each item.
- **Additional Items:** a fee schedule.

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](http://www.mitn.info) and/or the City of Ann Arbor web site [www.A2gov.org](http://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 – Project Specific Attachments

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

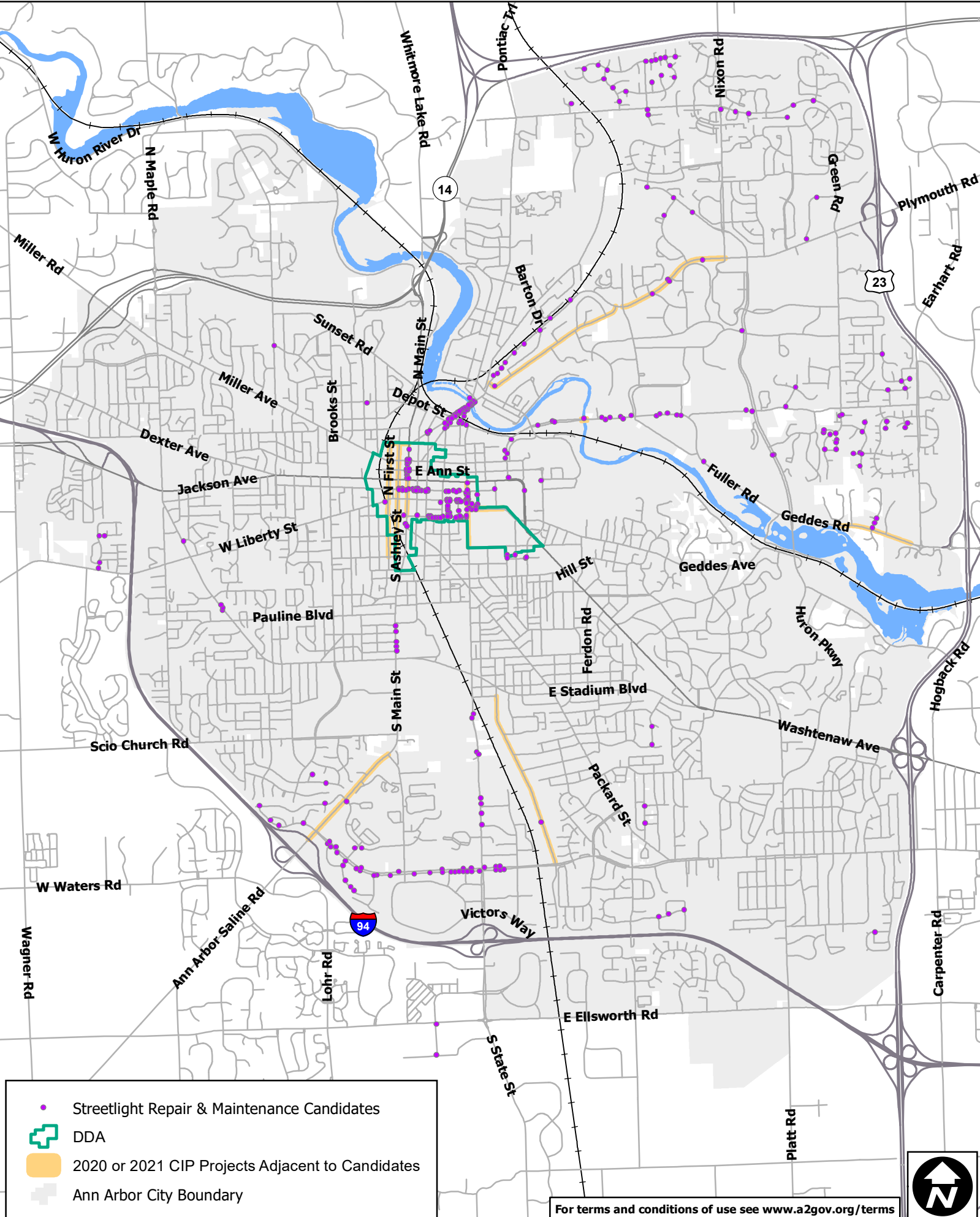
Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

# Streetlight Repair & Maintenance Candidates - 2020 & 2021



	Streetlight Repair & Maintenance Candidates
	DDA
	2020 or 2021 CIP Projects Adjacent to Candidates
	Ann Arbor City Boundary

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## 2017 Streetlight Condition Assessment Technical Memo

### Executive Summary

The City of Ann Arbor desired to develop a prioritized replacement program for their streetlight system. The City of Ann Arbor retained OHM Advisors to assess the condition of 1,496 streetlights in March of 2017. Dan's Excavating was contracted by OHM Advisors to assist with the field investigation. The information collected out in the field was then used to develop a prioritized replacement plan with estimated rehabilitation and replacement costs. This report summarizes the findings of the field investigations, the methodology of the condition assessment, and the results of the prioritized replacement program.

### Project Goals

1. **Asset Inventory** – Utilize a tablet application to efficiently collect data in a GIS format with instant cloud delivery.
2. **Condition Assessment** – Assess streetlights of different types and ages to obtain a sample.
3. **Determine Remaining Life of Assets** – Use the condition assessment data to develop remaining useful life estimates for each streetlight.
4. **Replacement Prioritization & Replacement Cost** – The information gathered from the condition assessment was used to develop a prioritized replacement program which consisted of determining the streetlight asset value, and cost estimates for repair, replacement and renewals.

### Project Results

- Analyzed the data collected during the field investigations and identified the fiscal needs for the repair and replacement of each streetlight that was assessed.
- Developed a methodology to prioritize streetlight replacements with the help of City staff before finalizing.
- Applied the final prioritization methodology to the streetlight condition assessment database in order to produce individual priority ratings for each streetlight.
- Incorporated the streetlight prioritization into the GIS database as a deliverable to the City.
- Created a draft technical memo detailing major findings of assessment and analysis.
- Reviewed the GIS database and the draft technical memo with the City for their review and comments.
- Finalized the GIS database and technical mem for delivery to the City.

## Streetlight Categorization

Streetlights are comprised of several different parts. Due to the complexity of these light structures, a more detailed definition of a streetlight type is needed to consistently assess each structure. The City of Ann Arbor's streetlight database already contained a data field titled "Light Use Type" that defined each light according to where it was located. For example, if a light was located at an intersection with traffic signals it would be categorized as "Intersection - Signalized" for the "Light Use Type" attribute. Taking it one step further, of the 1,496 lights that were inspected, 17 different model types were identified and assigned to each light accordingly. An example photograph of each "Model Type" can be found in Appendix A: Model Type Examples.

In order to create more accurate and standardized rehabilitation costs, City staff informed OHM Advisors of the three basic types of lights they own:

1. Downtown Standardized Pedestrian Lights
2. Non-Downtown Non-Standardized Pedestrian Lights
3. Non-Downtown Cobra Head Lights

These light types are based on a light's style and proximity to the downtown area, which was identified by City staff. Grouping the lights into the three types allows the City to better manage repairs and maintenance because the associated costs are based on a light's type. Different models require different parts and levels of effort to fix deficiencies, but for planning level purposes, the City preferred to use unit costs based on light types. For example, any Type 1: Downtown Standardized Pedestrian Light with a failed luminaire received a recommended rehab cost for Type 1 luminaire replacement, regardless of its current model type. OHM Advisors and City staff worked together to generate repair and replacement unit costs for each of the three light types, which can be found in Appendix B: Rehab Unit Cost Tables. These unit costs were used to develop the recommended rehabilitation costs for each inspected streetlight.

Streetlights were further broken down into four different components in order to create more detailed ratings for each light. Those four components were defined as:

1. Luminaire
2. Foundation & Base
3. Lamppost
4. Electrical

The luminaire is the complete electric light unit that attaches to the arm or directly to the lamppost depending on the streetlight model type. Each unit is comprised of the fixture, the light, and the globe/guard that protects the light. The foundation & base component consists of the foundation, anchor bolts, and handhole cover. The lamppost component includes the base plate, the weld that joins the base plate to the pole shaft, the pole shaft, and the arm and bracket if applicable for each model type. The electrical component is made up of the insulation, wiring, splice(s), and ground(s).

### Field Investigations

Assessing every streetlight in the City’s system would be cost-prohibitive, time consuming, and unnecessary to determine the overall system condition for the purposes of this project. Therefore, obtaining data for a portion of the City owned streetlights and extrapolating the results to the remaining streetlights was deemed acceptable to understanding the overall condition of the entire system. City staff identified a representative sample of streetlights for OHM Advisors and Dan’s Excavating to investigate. Lights located in areas of high importance and installed prior to the year 2000 were the focus when creating the sample, which accounted for about 65% of the streetlights owned by the City of Ann Arbor. OHM Advisors and Dan’s Excavating staff inspected 1,496 streetlights owned by the City of Ann Arbor during February and March of 2017. The same process and investigation form was used on each light identified in the assessment plan. The list of data fields collected on the investigation form can be found in Appendix C: Field Investigation Form Data Fields.

### Condition Assessment

The condition of the representative sample of the City of Ann Arbor’s streetlight system was assessed using a rating system developed by the OHM Advisors staff. It features a similar structure to the rating system developed by the National Association of Sewer Service Companies (NASSCO) for their Pipeline Assessment and Certification Program (PACP). The streetlight rating system uses a scale of zero to five. A score of zero indicates a light is brand new or in “like-new” condition, while a score of five indicates a light that has failed or is nearing the point of failure as shown in Table 1.

**Table 1: Condition Rating System**

Score	Light Condition
0	New or like new
1	Minimal wear and good working condition
2	Moderate wear but still functional
3	Significant wear, yet failure unlikely in near future
4	Severe wear and failure likely in the foreseeable future
5	Marginal functionality with failure imminent

Each data field in the investigation form has a corresponding rating (9.999 was used if the data was unavailable or if the data did not require a score). The individual data field scores can be found in the Condition Ratings Matrix worksheet of the Final Streetlight Investigation Tables Excel file. If the data entry is not one of the preset selections, a lighting expert for OHM Advisors reviewed that particular item and manually assigned a score from zero to five.

All of the data field scores for a particular light component were averaged to formulate a condition rating for that particular light component. All four of the component ratings are then combined to form the Overall Condition Rating. The Overall Condition Rating averages the four component ratings, but the “Foundation & Base” and “Electrical” components are weighted twice as heavily as the Luminaire and Lamppost condition ratings. The “Foundation & Base” and “Electrical” components were given a higher weighting because of their greater importance to public and field crew safety. Due to the effects of averaging, the Overall Conditions Ratings cause the system to appear in average condition at worst. While the system does not need an overhaul, several major issues still exist and need to be addressed. Those major issues can often go unnoticed when only looking at the Overall Condition Ratings. The four component ratings begin to show the more severe issues (as seen in Figures 1 through 4 below), but the Overall Quick Ratings make the streetlights with severe issues very obvious.

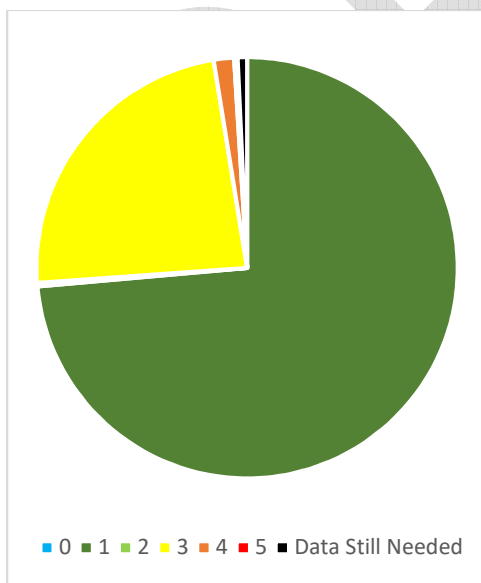


Figure 1: Luminaire Condition Ratings

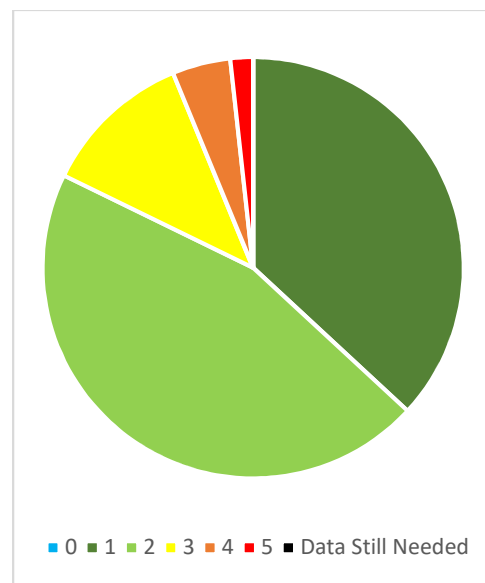
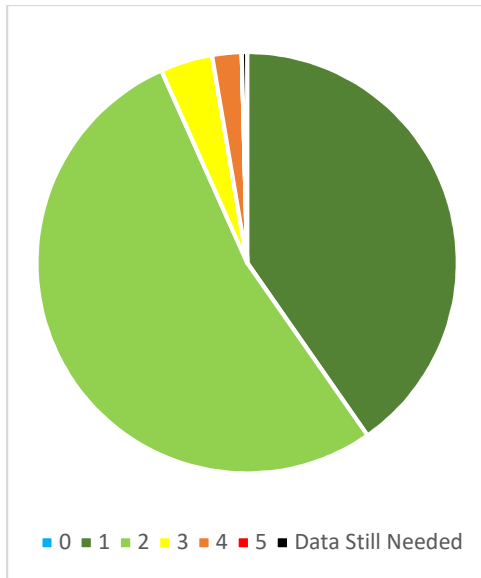
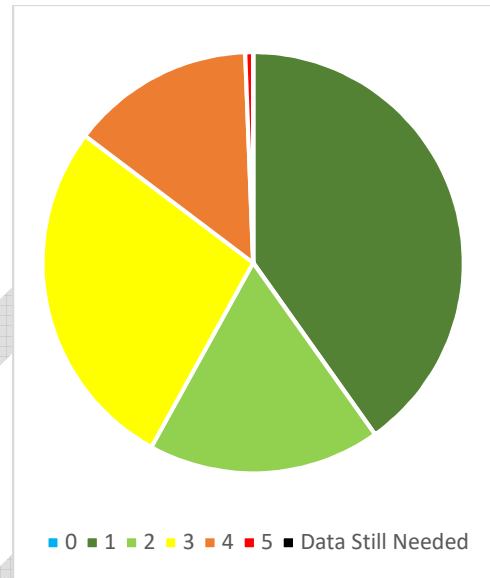


Figure 2: Foundation & Base Condition Ratings





**Figure 3: Lamppost Condition Ratings**



**Figure 4: Electrical Condition Ratings**

OHM Advisors developed the Overall Quick Rating to highlight the most severe deficiencies found for each light. A breakdown of how the quick ratings work can be seen in the bulleted list below:

- 1<sup>st</sup> character: highest severity score found in the light
- 2<sup>nd</sup> character: total number of occurrences of highest severity score
- 3<sup>rd</sup> character: second highest severity score found in the light
- 4<sup>th</sup> character: total number of occurrences of second highest severity score

As an example, a light with a quick rating of 5129 has one grade five score and nine grade two scores. The one grade five score is considered a statistical outlier in this case. The nine grade two scores cause the Overall Condition Rating to be skewed towards the lower end, thus making it seem as though the light is in decent condition. Skewed Overall Condition Ratings can paint a deceiving picture that fails recognize the major issues that do exist like the single grade five score in the example. For this reason, the Overall Quick Ratings were used to calculate the probability of failure values that were used for the developing the priority ratings, which are discussed in more detail later in this document.

### Non-Assessed Lights

The City of Ann Arbor asked OHM Advisors to perform an extrapolation of the sample data to the 885 lights that were unable to be assessed as a part of this project. The extrapolated condition ratings, remaining useful life estimates, probability of failure values, and overall priority ratings are all

averages based on the results of the field investigation data. Extrapolated data is only intended to be used for planning level purposes. These estimated values give City staff broad information on the non-assessed lights based on an extrapolation from the lights that were assessed.

### Streetlight Prioritization

Determining the assets most critical to system operation is essential when managing risk, supporting Capital Improvement Plans (CIP), and efficiently allocating O&M funds. The two key components used to determine business risk are Probability of Failure and Consequence of Failure. Probability of Failure considers the physical condition or age of an asset and is often based on a condition rating. For this project, the first digit of the Overall Quick Rating was selected as each light's Probability of Failure value. Each light's Consequence of Failure is based on five factors that focus on social and economic cost impacts due to asset failure. The five factors used for this project were all rated on a one through five scale and include:

1. **Location of the light** – Whether the light was located within the downtown area (boundary provided by City staff). This factor was used to place a higher emphasis on the lights located in the downtown area.
2. **Proximity** – Based on the distance of the next closest light, regardless of the owner. This factor was used to highlight the lights that do not have another light close by to keep the area lit in the event of a failure.
3. **Critical Users** – Whether the light was located within 18 feet of a critical user's parcel. The critical users were identified by the City as the University of Michigan hospital, the Veterans Affairs hospital, The University of Michigan campus, all of the Ann Arbor middle schools, and all of the Ann Arbor high schools. The City indicated the lights serving these critical users were very important to the safety of pedestrians in these areas.
4. **Age** – Based on the date in which the light was installed (data obtained from the geodatabase attribute "Install Date" provided by the City). A higher emphasis was placed on older lights to make sure those get the attention they need/replaced quicker.
5. **Light Use Type** – This factor was included to emphasize lights located in areas where it may be harder for pedestrians to cross streets. These areas are noted in the geodatabase attribute "Use Type" provided by the City.

The importance of each factor was discussed at a meeting between City staff and OHM Advisors. That discussion resulted in a final weighting for all of the Consequence of Failure factors and the Probability of Failure values in the Overall Priority Rating calculation. The Overall Priority Ratings provide the City with numerical business risk values. They were calculated using a simple weighted average of the five Consequence of Failures factors and the Probability of Failure values. The Probability of Failure was given the highest weighting of 0.4 since it is based purely on the condition of the light. A matrix that shows the details of each Consequence of Failure factor and the Probability of Failure can be found in Appendix D: Priority Rating Key.

## Cost and Priority

An analysis of the recommended rehab costs based on Overall Priority Ratings, showed that no immediate repair or maintenance was needed on the City’s most critical lights. However, a significant amount of work still needs to be completed, most of which applies to the lights of medium priority. A summary table with the correlation between cost and Overall Priority Rating can be seen below in Table 2. The complete list of recommended rehabilitation methods and their associated costs sorted by priority rating can be found in the “Cost and Priority Ratings” worksheet in the Final Streetlight Investigation Tables file.

**Table 2: Cost and Overall Priority Rating Summary**

Overall Priority Rating	Total Cost
0.000 – 0.499	\$0
0.500 – 1.499	\$431,000
1.500 – 2.499	\$1,811,000
2.500 – 3.499	\$372,000
3.500 – 4.499	\$7,000
4.500 – 5.000	\$0
<b>TOTAL</b>	<b>\$2,621,000</b>

## Final Geodatabase

As a part of the final deliverable, OHM Advisors prepared a file geodatabase, which contains both spatial and non-spatial information meant to be viewed in ArcGIS. The geodatabase was an enhancement of the data City of Ann Arbor staff provided at the start of the project. None of the spatial information was edited, but several new pieces of non-spatial data were added. The non-spatial project data was separated into different tables and then appended to the appropriate streetlight features via their unique identifier, the “FacilityID”. The complete list of data tables developed during this project can be seen below:

- Table A – Field Investigation Data: This table contains the data that was collected during the field investigations.
- Table B – Media: This table displays which images pertain to each light that was investigated.
- Table C – Condition Ratings: This table contains the individual data field scores, component ratings, overall condition ratings, and overall quick ratings for each light that was investigated.
- Table D – Remaining Useful Life: This table contains the remaining useful life calculations for each light.

- Table E – Priority Ratings: This table contains the individual priority factors and overall priority ratings for each light.
- Table F – Rehabilitation Recommendations: This table contains a yes or no value for the 17 rehabilitation methods identified for this project for each light that was inspected as well as an associated cost to perform the recommended rehabilitation methods.
- Table G – Estimated Condition Ratings: This table contains the estimated condition ratings for the four components and an estimated overall condition rating for the 885 City owned lights that were not inspected.
- Table H – Estimated Remaining Useful Life: This table contains the estimated remaining useful life calculations, which are based on the estimated condition ratings for the four components for the 885 City owned lights that were not inspected.
- Table I – Estimated Priority Rating: This table contains the individual priority factors, estimated probability of failure, and estimated overall priority ratings for the 885 City owned lights that were not inspected.

In addition to the file geodatabase, the photos collected as a part of the field investigations were placed in a folder on the USB flash drive and linked to the appropriate feature via the “FacilityID” unique identifier. Lastly, OHM Advisors preloaded the streetlight feature class and related tables in an ArcGIS map document, also found on the USB flash drive. The map document contained four different layers all based on the same streetlights feature class, but symbolized in a different way. The four different symbolizations were based on the following criteria:

- Priority Ratings
- Overall Quick Rating
- Overall Condition Rating
- Immediate Attention Needed

## Appendix A: Model Type Examples



Light Model Type A – Black Globe(s)



Light Model Type B – Silver Globe(s)



Light Model Type C – Straight Globe(s)



Light Model Type D – Straight Bowl

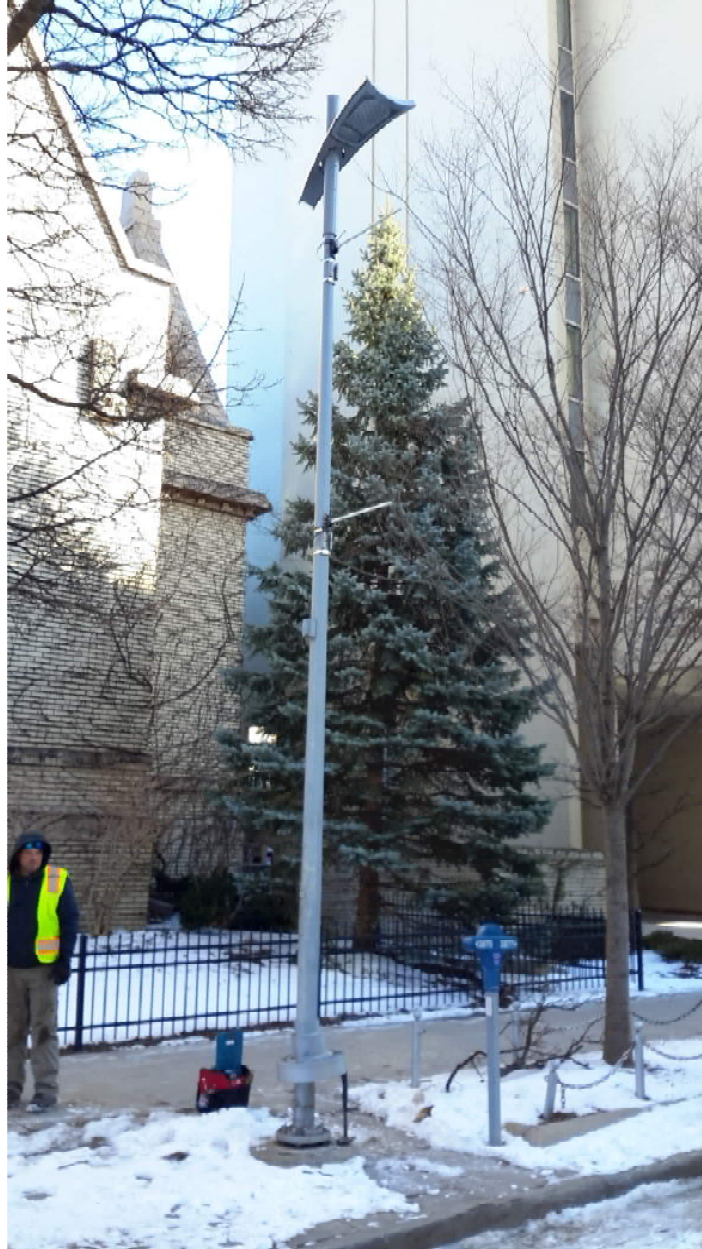




Light Model Type E – Straight LED



Light Model Type F – Straight Lantern



Light Model Type G – Curved LED



Light Model Type H – Straight High Pressure Sodium



Light Model Type I – Straight Cylindrical Metal Halide



Light Model Type J – Straight Square Metal Halide

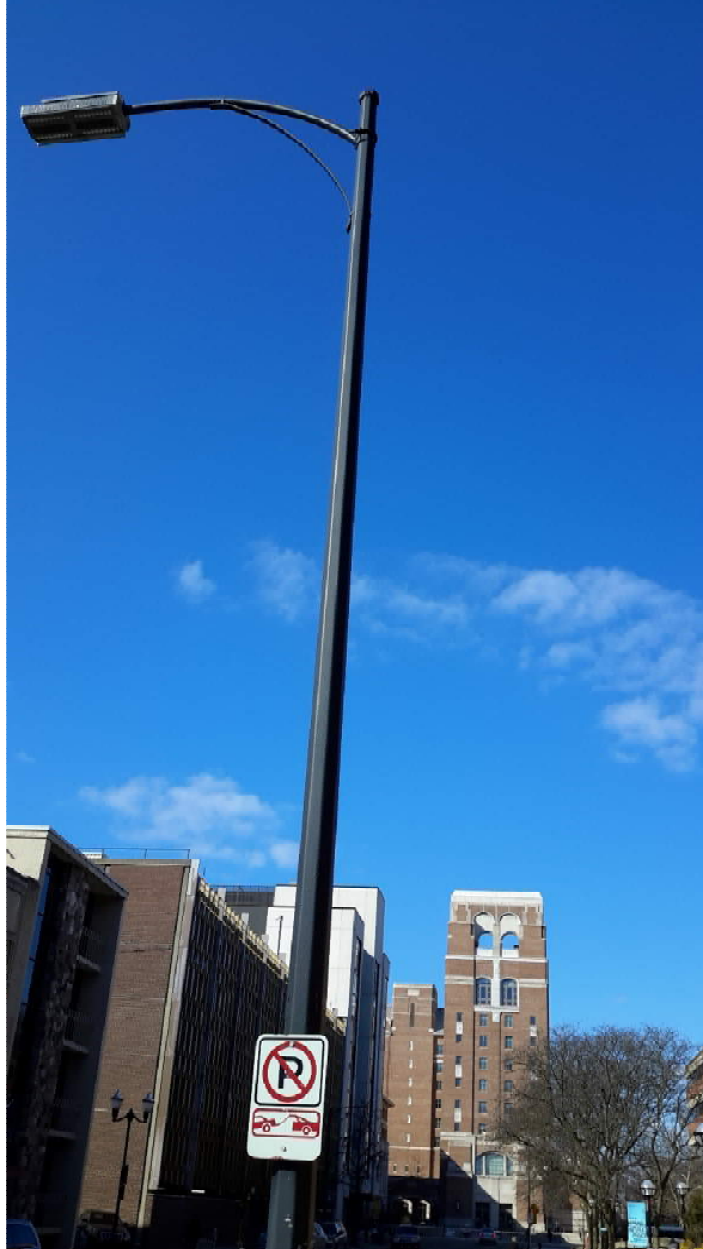


Light Model Type K – Straight Decorative Lantern(s)



Light Model Type L – Short arm cobra with no support





Light Model Type M – Short arm cobra with minor support



Light Model Type N – Long arm cobra with no support



Light Model Type O – Long arm cobra with major support



Light Model Type P – 90 Degree Bend Cobra



Light Model Type Q – 90 Degree Bend Decorative Lamp

## Appendix B: Rehab Unit Cost Tables

<b>Type 1: Downtown Standardized Pedestrian Lights</b>	
<b>Rehab Method</b>	<b>Cost</b>
No rehab necessary	\$0.00
More data needed	\$0.00
Manual review required	\$0.00
Regular maintenance*	\$40.00
Replace luminaire	\$2,000.00
Replace foundation	\$7,000.00
Minor foundation repair	\$200.00
Replace nuts	\$50.00
Replace handhole cover	\$150.00
Repaint pole	\$1,300.00
Repair weld	\$250.00
Replace pole	\$5,500.00
Replace base cover	\$800.00
Replace arm	Not Applicable
Tighten/repair arm and fasteners	\$300.00
Replace bracket	\$250.00
Install new fuseholder and fuse	\$200.00
Install new splice	\$125.00
Install new EGC	\$75.00
Terminate EGC	\$50.00

<b>Type 2: Non-Downtown Non-Standardized Pedestrian Lights</b>	
<b>Rehab Method</b>	<b>Cost</b>
No rehab necessary	\$0.00
More data needed	\$0.00
Manual review required	\$0.00
Regular maintenance*	\$40.00
Replace luminaire	\$1,200.00
Replace foundation	\$4,500.00
Minor foundation repair	\$200.00
Replace nuts	\$50.00
Replace handhole cover	\$150.00
Repaint pole	\$1,300.00
Repair weld	\$250.00
Replace pole	\$4,000.00
Replace base cover	\$500.00
Replace arm	Not Applicable
Tighten/repair arm and fasteners	\$300.00
Replace bracket	\$250.00
Install new fuseholder and fuse	\$200.00
Install new splice	\$125.00
Install new EGC	\$75.00
Terminate EGC	\$50.00

<b>Type 3: Non-Downtown Cobra Head Lights</b>	
<b>Rehab Method</b>	<b>Cost</b>
No rehab necessary	\$0.00
More data needed	\$0.00
Manual review required	\$0.00
Regular maintenance*	\$40.00
Replace luminaire	\$700.00
Replace foundation	\$4,500.00
Minor foundation repair	\$200.00
Replace nuts	\$50.00
Replace handhole cover	\$150.00
Repaint pole	\$2,100.00
Repair weld	\$250.00
Replace pole	\$4,000.00
Replace base cover	\$200.00
Replace arm	\$400.00
Tighten/repair arm and fasteners	\$300.00
Replace bracket	\$250.00
Install new fuseholder and fuse	\$200.00
Install new splice	\$125.00
Install new EGC	\$75.00
Terminate EGC	\$50.00

\*Regular maintenance cost is only for 1.0 FTE hours; it does not include the price for parts should they be needed

## Appendix C: Field Investigation Form Data Fields

<b>GENERAL</b>	<b>LUMINAIRE</b>	<b>FOUNDATION &amp; BASE</b>
FacilityID	Bulb Type	Foundation Type
Light Type	Fixture Make	Foundation Condition
Model Type	Fixture Model	Number of Anchor Bolts
Model Description	Fixture Condition	Anchor Bolt Condition
Investigation Date	Number of Heads	Handhole Cover Condition
Investigation Time	Photocell Status	
Light Height (feet)	Light Condition	
	Globe/Guard Condition	

<b>LAMPPOST</b>	<b>ELECTRICAL</b>	<b>SUMMARY</b>
LamppostID	Wattage	Immediate Attention Needed?
Pole Type	Insulation Condition	Reason for immediate attention
Pole Shaft Material	Wire Condition	Comments
Pole Shaft Condition	Splice Condition	Longitude
Pole Hammer Test Inside Condition	Ground Condition	Latitude
Pole Hammer Test Outside Condition		
Post Make		
Arm Type		
Base Plate Condition		
Weld Condition		
Arm Condition		
Threaded Sleeve		
Tree Impact		
Bracket Condition		

## Appendix D: Priority Rating Key

Priority Rating Key			
Factor	Scores	Description	Weighting
Location	1	Non-Downtown Area	0.1
	5	Downtown Area	
Proximity	1	The closest light exists within 200 feet	0.05
	3	The closest light exists between 200 and 300 feet	
	5	No other light exists within 300 feet	
Critical Users	1	Not within 18 feet of a critical user's parcel	0.15
	5	Within 18 feet of the Hospital, UM Campus, middle schools, and high school parcels	
Age	1	< 10 years old	0.1
	2	10 >= x > 20 years old	
	3	20 >= x > 30 years old	
	4	30 >= x > 40 years old & No Date Available	
	5	> 40 years old	
Light Use Type	1	Other	0.2
	3	Intersection - Signalized	
	4	Intersection - Unsignalized	
	5	Mid-block - Crosswalk	
Probability of Failure	1	All based on the highest rated defect	0.4
	2		
	3		
	4		
	5		

\*If no deficiencies were found for a particular light, the Probability of Failure defaults to 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.

\_\_\_\_\_, Date: \_\_\_\_\_,  
Signature

(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**

<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

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:

<b>Conflict of Interest Disclosure*</b>	
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.

<b>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:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

**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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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](mailto:cspencer@a2gov.org)**

Revised 2/10/2020

**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:*

(2019 PSA over \$25,000 Auto AI)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR**  
**FOR** \_\_\_\_\_

This agreement, dated \_\_\_\_\_, 20\_\_\_\_ (“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) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)  
with its address at \_\_\_\_\_. 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.
- 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.

**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, 3<sup>rd</sup> 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**

\_\_\_\_\_  
Type Name  
Service Area Administrator

\_\_\_\_\_  
Howard S. Lazarus, 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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. 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.