

**AGREEMENT BETWEEN
CDM SMITH MICHIGAN, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and CDM Smith Michigan, Inc. ("Consultant") a Michigan Corporation with its address at One Woodward Avenue, Suite 1500, Detroit, MI 48226 agree as follows on this 15th day of July, 2013.

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

I. DEFINITIONS

Administering Service Area/Unit means Project Management Services Unit.

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

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

Project means Ann Springwater Subdivision Improvements Project; File No.: 2013-018.

II. DURATION

This Agreement shall become effective on July 15, 2013, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$223,424.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

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

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

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

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

CDM Smith Michigan, Inc.
One Woodward Avenue, Suite 1500
Detroit, MI 48226
Attn: Mark TenBroek, P.E.

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

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: Anne M. Warrow, P.E.

XII. CHOICE OF LAW

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

XIII. OWNERSHIP OF DOCUMENTS

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

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

XIV. CONFLICT OF INTEREST

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

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CDM SMITH MICHIGAN, INC.

FOR THE CITY OF ANN ARBOR

By _____
Mark TenBroek, President

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

BACKGROUND

The City of Ann Arbor is planning to undertake the complete reconstruction of multiple streets in three phases beginning in 2014 within the Springwater Subdivision. The limits of the three phases are shown in *Table 1: Limits of Springwater Subdivision Improvements Project by Phase*. The project includes a new roadway section, storm sewer upgrades, storm water quality improvements, some water main(s) replacement, replacement of curb and gutter, and the construction of new sidewalk and/or the filling in of sidewalk gaps within the project limits.

The City intends to utilize Michigan Department of Environmental Quality (MDEQ) S2 (SRF/SWQIF) Grant funding for the design of the storm sewer improvements with the cooperation of the Washtenaw County Water Resources Commission (WCWRC). The grants are available to cover 90% of eligible planning and design costs for potential State Revolving Fund (SRF) and Strategic Water Quality Initiatives Fund (SWQIF) applicants. As with the revolving fund programs, the S2 Grants Program is a cooperative effort between the Department of Environmental Quality and the Michigan Finance Authority. Consultants are expected to track all storm related design task separately and prepare invoices suitable for submittal to the MDEQ for reimbursements.

Table 1: Limits of Springwater Subdivision Improvements Project by Phase

Proposed Phase	Street	From	To
2014	Nordman Street	Packard Road	Redwood Avenue
2016	Nordman Street	Redwood Avenue	Sharon Drive
2015	Springbrook Avenue	Packard Road	Redwood Avenue
2015	Springbrook Avenue	Redwood Avenue	Sharon Drive
2014	Butternut Street	Cardinal Avenue	Springbrook Avenue
2016	Redwood Avenue	Cardinal Avenue	Springbrook Avenue
future phase	Cardinal Avenue	Butternut Street	Redwood Avenue
future phase	Cardinal Avenue	Redwood Avenue	Sharon Drive
future phase	McComb Street	Butternut Street	Redwood Avenue
future phase	McComb Street	Redwood Avenue	Sharon Drive
future phase	Rosedale Street	Packard Road	Redwood Avenue
future phase	Rosedale Street	Redwood Avenue	Sharon Drive
future phase	Redwood Avenue	Springbrook Avenue	Platt Road
future phase	Sharon Drive	Cardinal Avenue	Platt Road

Our current project schedule shows the construction of Phase I of this project to begin in the spring of 2014, with Phase II and III construction to follow in the springs of 2015 and 2016, respectively. The Consultant shall staff and schedule their work in order to meet the required submission deadlines.

As part of the City's pre-design investigations, we have discovered that the existing road cross-section is inadequate and requires reconstruction. In addition, the existing water mains have experienced several breaks and will require replacement.

Also, studies by the MDEQ have shown that development within Washtenaw County has caused stream flow fluctuations to rise dramatically. As impervious surface area increases and opportunities for infiltration are reduced, the frequency and duration of bankfull flow conditions, typically represented by the 1.5-year storm event, intensify. As a result, streams adjust their capacities to convey the increased flows, leading to channel and bank erosion and the destruction of aquatic habitats.

The City of Ann Arbor has chosen to take action to improve water quality in the Millers, Malletts, Swift Run, Traver Creek and Allen Creek watersheds. The City, with the support of WCWRC, has developed a SRF Project Plan to help reduce non-point source storm water pollutants, flooding, and flow to the Huron River by detention or retention and infiltration of storm water runoff. With the reconstruction of existing streets, each project must provide storm water improvements as outlined by the SRF Project Plan, WCWRC and City storm water rules and design standards. These standards address the need to manage smaller, more frequent, storm events as related to urbanization and related increases in impervious areas. The smaller storm events affect surface water quality by eroding soil and flushing pollutants that accumulate on impervious surfaces, such as metals, fertilizers, pesticides, oils and grease, into receiving waterways.

By capturing and treating the first 0.5-inch of runoff from the contributing watershed (First Flush), pollutants that are washed off of the surface can be removed from storm water runoff before flowing offsite. Attenuation of flow from larger storm events, typically represented by the 1.5-year storm event (Bankfull), downstream impacts from intense flows can be reduced.

The proposed storm water improvements shall provide both water quality improvements during smaller more frequent storm events (First Flush) and, peak flow attenuation during larger storm design events.

INFORMATION AVAILABLE

Record drawings of the existing storm and sanitary sewers within all three phases of the Springwater Subdivision Improvements Project and the surrounding area are available for review. Quarter section drawings detailing the locations of the existing water mains in and around the area are available for review. A preliminary calibrated citywide storm water model (EPA SWMM 5.0) is available. In addition, soil boring logs and water main break histories are also available for the entire subdivision.

SCOPE OF WORK

The Consultant shall perform the necessary design work and prepare the plans and specifications for all the elements of the storm water improvements for the entire subdivision. The Consultant will also be required to prepare all the necessary construction plans and specifications suitable for bidding purposes for the Phase I portion of the project, which includes water main replacement, storm sewer improvements, road construction, and installation of new sidewalks. The Consultant is expected to work with City Staff to develop the full scope for the road reconstruction, which could include complete reconstruction of the subgrade, replacement of curb & gutter, and adjustments to the vertical alignment.

In general, the following items will need to be addressed by the consulting firm, as part of the requested services to be provided on this project:

1. Prepare a Storm Water Plan and Impact Analysis for the entire Springwater Subdivision for submittal to the MDEQ Nonpoint Source Program, as required. This will be prepared under the assumption that all streets in this subdivision will eventually be reconstructed. The Plan should include design of storm water improvements such as bioretention areas with native plantings and grasses (rain gardens), hydrodynamic separators (pre-cast, swirl chamber type systems), oversized conveyance/detention pipes, and storm structures with internal overflow weirs or other applicable best management practices.
 - a) Per the WCWRC Rules, the maximum design rate or volume of discharge should not exceed the maximum capacity of the downstream land, receiving channel, pipe or watercourse to accommodate the flow. In order to evaluate discharge from the improved areas, runoff must be calculated at each point of discharge from the subject site.
 - b) The Impact Analysis should include modeling of the existing conditions, based on the contributing drainage areas for the site without on-site storm water facilities (existing conditions), and full improvement build-out based on the existing land use for the contributing drainage areas with the addition of storm water treatment facilities (post-improvement conditions). The report procedures and findings are to be outlined in the Impact Analysis that will be submitted to the MDEQ.
 - c) The purpose of the Impact Analysis is to investigate the effect of the proposed Springwater Subdivision reconstructed storm sewer and water quality improvements on the immediate, downstream storm water facilities. The analysis is required to assess the impact of the water quality improvements on the First Flush and Bankfull design event storms. In addition, the analysis should evaluate the attenuation potential of the system on the peak runoff rates of larger design event storms.
2. Prepare complete, detailed, and accurate construction drawings and specifications in accordance with City/WCWRC or other appropriate design standards. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). The City is using AutoCAD 2013 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes.

3. Preparation of plans and specifications for all public utilities, sidewalk and road construction plans shall be in compliance with the Public Services Area Standard Specifications.
4. Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates, and contract documents. The consultants shall also secure all necessary permits from all approving agencies including but not limited to the MDEQ and WCWRC.
5. The Consultant shall coordinate their efforts with the City and WCWRC to ensure the timely and cost-effective submittal of the project deliverables. The Consultant's Project Manager shall provide oversight, review, and coordination of their project deliverables with that of the City's so that a seamless product is provided and all deadlines are met.
6. Perform and prepare the hydraulic analyses and written report preparation needed to obtain all required permits from the WCWRC and the MDEQ for the design and construction of the storm water improvements. The Consultant shall complete all permit applications, perform all needed coordination with these agencies, and will be responsible to obtain any needed information from them that is required for the performance of their design activities.
7. The Consultant shall attend project progress meetings as needed to ensure that proper coordination of their work and that of the City's is taking place throughout the entire design process, and provide meeting minutes and action items for these meetings. Also, the Consultant shall coordinate their efforts with any other needed agency(ies), various City service units, private utility companies, other formal and informal committees, and the public in general.
8. Perform topographical surveying tasks as necessary for the preparation of civil engineering construction plans. The desired surveying services will include but not be limited to the gathering of topographical survey data for the Springwater Subdivision and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans for all three phases and potentially future phases.
 - a) Data collection:
 - i. Topographic data for 1" = 20' scale plans.
 - ii. Digital copies of all files used to generate the topography data (i.e. breaklines, points and control files).
 - iii. All Right-of-Way (ROW) lines and monumentation to be located and shown.
 - iv. Location of all planimetric features within ROW, and 10' outside of the ROW.
 - v. Minimum of 1 on-site bench mark for every 600' of utility shall be shown and described (minimum of 2 per project).
 - vi. All (public and private) utilities shall be located (overhead and underground).
 - Overhead information shall include:
 - location and type of utility
 - Underground information shall include:
 - type of structure
 - location and type of utility
 - size of structure
 - measured casting elevation

- measured invert(s) elevation of pipe/top of pipe elevation
- vii. All trees within the project area, described in item A.iii. above, are to be located and include trunk diameter at breast height (DBH) and canopy diameter. There will be no minimum tree size limits within the ROW, however, outside of the ROW only trees 6" DBH or greater need be located along with trees whose canopy may impact the project area.
 - viii. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
 - ix. Sufficient ground elevations for digital terrain model (DTM) generation for 1' contours, including around curb radii and through intersections. Curb ramps should have all 4 corners of the "level landing" and 10 adjacent flags of the walk transition located.
 - x. Where there is the potential of utilities crossing the project area, obtain utility information outside the project limits (i.e. locate downstream/upstream sanitary manholes that tie into manholes within project area).
9. Establishment of all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and if Detailed Specifications will be required to the satisfactorily detail and describe the work.
 10. Complete quantity take-offs and earthwork calculations of all items of work for which the Consultant is responsible (i.e. and "Engineer's Estimate"). This information shall be provided to the City in Excel spreadsheet format.
 11. Preparation of written specifications meeting the requirements of the City and WCWRC for all work which the Consultant has prepared plans.
 12. Any other items that the Consultant feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications.
 13. Develop and implement a "Public Engagement Strategy" in order to facilitate interaction and input with all interested and relevant stakeholders throughout the duration of the project.
 - a) Strategy shall include, at a minimum:
 - i. Pre-design data collection input for consideration in developing the improvements within the Subdivision (i.e. public observations and concerns)
 - ii. Presentation(s) and outreach to public to evaluate design alternatives
 - iii. Ongoing public updates and collaboration, possibly including public workshops with key stakeholders
 - iv. Presentation(s) of final design and detailed schedule
 - b) Consultant shall engage at a minimum the following pre-determined groups throughout the project:

- i. A Working Group consisting of City of Ann Arbor staff, other public agencies, and the Consultant, will review the progress of the project and community engagement multiple times throughout the project
 - ii. A Focus Group that include residents of Springwater Subdivision and other major stakeholders that will provide input on design alternative at key stages in the process. This may also include one-on-one interviews.
 - iii. Presentations to various boards, commissions, and City Council on an as needed basis.
- c) Consultants should consider any or all of the following elements in their Public Engagement Strategy:
 - i. Press releases, Email Distribution, Social media (i.e. Facebook or Twitter), Tree Town Log, City meetings, A2 City News Resident newsletter, WaterMatters Newsletter, Public Meeting Display Case at Larcom City Hall, Educational Materials, Project Web Page, Project Newsletter/Fliers, Direct Mail/Flier Distribution, Online Survey, Presentation at Commission Meetings, Presentations to Groups, Council/Administrator Communications, Working Sessions, City's GovDelivery system, Public Meetings, Feedback Forms, Citywide Meetings, Community Workshops
 - ii. Consultant may utilize a third party communication vehicle at the discretion of the City. In addition, the City's Community Engagement Toolkit would be utilized a guide to the public engagement strategy.
- d) Document all outreach and engagement activities in a written, summary document. This includes the documentation of all meetings, one-on-one interviews, phone calls, email exchanges, and any additional public outreach activities.

EXHIBIT B
FEE SCHEDULE

Description	CDM Smith												AR	MCI	ASTI	Hours	Labor	ODCs	OP	Total (Labor, ODC, OPs & Fees)
	Mark TenBroek Project Manager	Jay Zawacki Stormwater Analysis	Arthur Chan Stormwater Modeler	Erich Klun Civil Site Designer	John Herchl Stormwater BMP	Matt Wendling Traffic Designer	Jason Fox Roadway Engineer	Todd King Construction	Mike Stiff Inspector	Kerry Sheldon Public Engagement	Pat Hastings Project Surveyor	Paul Rentschler Tree Survey								
All Stormwater, Survey, and Phase 1 (2014) Design																				
Task 1: Prepare Hydraulic Analysis, Stormwater Plan and Impact Analysis	4	46	120	2	30	4	5	0	0	2	0	0	213	\$24,127	\$240	\$250	\$24,643			
1.a Update stormwater model for Springwater	4	12	16										32	\$4,063	\$20	\$0	\$4,084			
1.b Evaluate existing conditions		4	16										20	\$1,993	\$20	\$0	\$2,014			
1.c Develop stormwater alternatives		6	40	2	16								64	\$6,980	\$50	\$0	\$7,033			
1.d Conduct stormwater workshop		4	8		4	4	1			2			23	\$2,762	\$50	\$250	\$3,077			
1.e Finalize Stormwater Plan		8	32		8		4						52	\$5,646	\$50	\$0	\$5,699			
1.f Prepare Impact Analysis		12	8		2								22	\$2,683	\$50	\$0	\$2,736			
Task 2: Prepare Construction Drawings and Specifications	4	10	16	188	32	92	374	24	268	0	0	0	1,008	\$132,226	\$445	\$0	\$132,694			
2.a Prepare Basis of Design Report (BODR)	4	4	16	16	12	8	24						84	\$11,878	\$50	\$0	\$11,931			
2.b Project design workshops		6		12			12						30	\$4,296	\$75	\$0	\$4,375			
2.c Produce 60% drawings				60	20	40	160		120				400	\$51,127	\$75	\$0	\$51,206			
2.d Produce 95% drawings				60		24	90		100				274	\$34,170	\$75	\$0	\$34,249			
2.e Support permitting				12			40						52	\$7,196	\$25	\$0	\$7,222			
2.f Prepare final bid documents				16		20	32		48				116	\$14,603	\$25	\$0	\$14,629			
2.g Prepare opinion of probable cost								16					16	\$3,312	\$20	\$0	\$3,333			
2.h Bid support				12			16	8					36	\$5,644	\$100	\$0	\$5,749			
Task 3: Conduct Project Management	8	16	0	0	0	0	0	0	0	0	0	0	24	\$4,140	\$200	\$0	\$4,351			
3.a Kickoff meeting	2												2	\$473	\$75	\$0	\$552			
3.b Progress meetings	2	12											14	\$2,159	\$75	\$0	\$2,238			
3.c Invoicing	4	4											8	\$1,508	\$50	\$0	\$1,561			
Task 4: Perform Site Surveys	3	12	0	0	0	0	4	0	0	0	426	38	483	\$2,930	\$2,150	\$37,120	\$44,165			
4.a Perform topo and planimetric survey	1	2									240		243	\$517	\$50	\$19,200	\$20,730			
4.b Investigate underground utilities/Soil borings	2	4									66		72	\$1,035	\$2,000	\$5,280	\$8,679			
4.c Perform tree survey		2										38	40	\$281	\$50	\$3,040	\$3,526			
4.d Prepare base drawings		4					4				120		128	\$1,097	\$50	\$9,600	\$11,230			
Task 5: Implement Public Engagement	7	0	0	0	0	0	0	0	0	39	0	0	46	\$1,655	\$150	\$4,875	\$6,931			
5.a Prepare public engagement plan	2									8			10	\$473	\$25	\$1,000	\$1,549			
5.b Identify stakeholders	1									4			5	\$236	\$25	\$500	\$787			
5.c Public meetings	2									16			18	\$473	\$25	\$2,000	\$2,599			
5.d Council and permitting meetings	2									3			5	\$473	\$25	\$375	\$893			
5.e Document public engagement effort										8			8	\$0	\$50	\$1,000	\$1,103			
GRAND TOTAL	26	84	136	190	62	96	383	24	268	41	426	38	1,774	\$165,078	\$3,185	\$42,245	\$212,784			
Task 6: Contingency																		\$10,640		
TOTAL																		\$223,424		

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. 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 V.A 2 and V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An

original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

EXHIBIT D
FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

EXHIBIT E
LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.

- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
 - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments there under, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

* * * * *

1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

* * * * *

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
 - (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work study, volunteer/public service, or internship program.

* * * * *

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 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
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

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

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

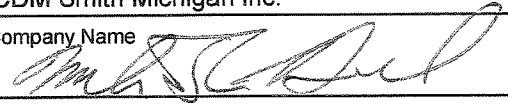
The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes **X** No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

CDM Smith Michigan Inc.

Company Name



Signature of Authorized Representative

One Woodward Avenue, Detroit, MI 48226

Address, City, State, Zip

313.230.5615

Phone (area code)

Mark TenBroek, President

Type or Print Name and Title

TenBroekMJ@cdmsmith.com

Email address

5/21/2013

Date signed

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

City of Ann Arbor Procurement Office

**INSTRUCTIONS FOR CONTRACTORS
FOR COMPLETING CONTRACT COMPLIANCE FORM**

City Policy

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

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

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

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

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

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization CDM Smith Michigan Inc. Date Form Completed 5/9/2013
 Name and Title of Person Completing this Form: Patrice Robbins, Affirmative Action/EEO Manager Name of President Mark J. TenBroek
 Address 3055 Miller Road Ann Arbor, MI 48103 County Washtenaw Phone # 734-794-2780
 (Street address) (City) (State) (Zip) (Area Code)
 Fax# 313-963-1313 Email Address robbinsp@cdmsmith.com
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-M		
	Male						Female									
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	Hispanic or Latino	American Indian or Alaska Native			American Indian or Alaska Native	
A	B	C	D	F	G	H	I	J	K	L	M					
Exec/Sr. Level Officials	13			1			2									16
Supervisors	900	15	51	29		4	205	7	14	5	1					1231
Professionals	983	38	118	56	2	2	565	33	68	28	1	3				1897
Technicians	191	5	6	14			52	2	4	4	1					279
Sales																
Admin. Support	22	5	1	7			214	24	3	21	2	2				301
Craftspeople	28	1		10		1										40
Operatives	12		1	2												15
Service Workers																
Laborers/Helper	26			33		1										60
Apprentices																
Other																
TOTAL	2175	64	177	152	2	8	1038	66	89	58	5	5				3839
PREVIOUS YEAR TOTAL																

Questions about this form? Call 734/994-2803

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization CDM Smith Michigan Inc. Date Form Completed May 9, 2013

Name and Title of Person Completing this Form Patrice Robbins, Affirmative Action/EEO Manager

Fax# (407) 660-6464 Email Address robbinsp@cdmsmith.com
(Area Code)

EMPLOYMENT DATA
Number of Employees
(Report employees in only one category)

Job Categories	Male										Female				TOTAL COLUMNS A-M
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	TOTAL COLUMNS A-M		
	A	B	C	D	F	G	H	I	J	K	L	M			
Exec/Sr. Level Officials															
Supervisors	12	1	1				1							15	
Professionals	11	1	3				5			1				21	
Technicians	1							1						2	
Sales															
Admin. Support							1	1						2	
Craftspeople															
Operatives															
Service Workers															
Laborers/Helper															
Apprentices															
Other															
TOTAL PREVIOUS YEAR TOTAL	24	2	4				7	2	1	1				40	

Questions about this form? Call 734/994-2803

ATTACHMENT D

LEGAL STATUS OF PROPOSER

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Mark TenBroek bearing the office title of President, 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 N/A, whom N/A bearing the title of N/A, 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 N/A, and filed with the county of N/A, whose members are (attach list including street and mailing address for each.)

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

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


Signature _____ Date: 5.21.13

(Print) Name Mark TenBroek Title President

Firm: CDM Smith Michigan Inc.

Address: One Woodward Avenue, Suite 1500, Detroit, MI 48226

Contact Phone 313.230.5615 Fax 313.963.3130

Email TenBroekMJ@cdmsmith.com

NON-DISCLOSURE AGREEMENT

BETWEEN CDM SMITH MICHIGAN AND THE CITY OF ANN ARBOR

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

Whereas, CDM Smith Michigan, Inc. (referred to as “Receiver”) is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the Springwater Subdivision Improvements Project.

Therefore, it is agreed this 15th day of July, 2013:

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

- Springwater Subdivision Improvements Project

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

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

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

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in

cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

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

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

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

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

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

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

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

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

CITY OF ANN ARBOR

CDM Smith Michigan, Inc.

By: _____
Steven D. Powers

By: _____

Print Name: Mark TenBroek

Title: City Administrator

Title: President

Approved as to substance:

Craig Hupy, P.E.
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney