

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
OHM ADVISORS
AND THE CITY OF ANN ARBOR
FOR STREETLIGHT CONDITION ASSESSMENT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and OHM Advisors ("Contractor") a Michigan Corporation with its address at 34000 Plymouth Road, Livonia, Michigan 48150 agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area, Public Works Unit.

Contract Administrator means Chris Elenbaas, 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 Streetlight Condition Assessment, RFP No. 983.

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor 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 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.

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 Section 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) 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 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 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. 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 satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor 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, 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 necessary to perform the Services specified in this Agreement.
- C. The Contractor 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 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.

- E. 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 perform 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 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:

OHM Advisors
Johnathan Kramer
34000 Plymouth Road
Livonia, Michigan 48150

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

City of Ann Arbor
Craig Hupy
Public Services Area Administrator
301 E. Huron St.
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.

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

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 with any affixed exhibits, schedules or other documentation, 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.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard Lazarus, City Administrator

Craig Hupy
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

Request for Proposal

RFP No. 983 – Streetlight Condition Assessment

City of Ann Arbor Public Works Unit



Contract Office

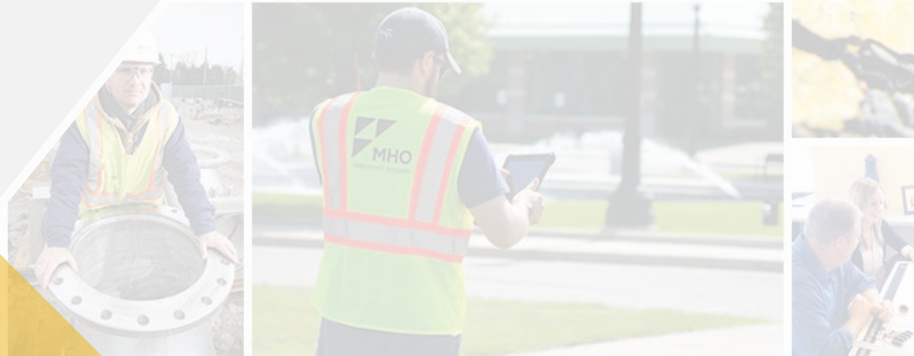
OHM Advisors

34000 Plymouth Road
Livonia, Michigan 48150

T 734.522.6711 F 734.522.6427

Submittal Date

Thursday, October 27, 2016





C

Proposed
Work Plan



Work Plan

Project Understanding

The City of Ann Arbor is seeking proposals to provide a comprehensive condition assessment of City owned streetlights. There are approximately 2,100 stand-alone streetlights that are not attached to a traffic signal that will be the focus of this project. The City has an existing asset inventory with some gaps in the information that need to be addressed. A field condition assessment will be conducted to collect information about the streetlights to support the development of a prioritized replacement program.

The field data collection will generate information about the luminaires, the foundation and base, the lampposts and the electrical components for each streetlight evaluated. Obtaining and managing this level of data for 2,100 assets spread across the City will require a well planned and executed data collection approach. We propose to use GPS enabled tablets for data collection task. The tablet application enables direct entry of information like the asset location, attribute data, photographs and field notes from the inspection. This information will be integrated into GIS through the cloud, so that the City can monitor the progress through ESRI's ArcGIS Online service. Once completed, the asset inventory will be delivered to the City in the form of GIS shapefiles.

Collecting information on the luminaires will require gaining access to the top of some of the streetlights with a bucket truck. Groups of lights of the same type and approximate period of construction will be assumed to have similar luminaire characteristics. We will then use the bucket truck to examine a sample of the luminaires by inspecting one light of each grouping type. We anticipate that there may be as many as 100 groupings to inspect in this manner. This will provide an efficient approach for evaluating the luminaires. The remainder of the streetlights will then be inspected from the ground.

The information gathered from the condition assessment will be used to develop a prioritized replacement program. This will include an estimate of the fiscal needs for the streetlight program, determination of the streetlight asset value, and cost estimates for repair, replacement and renewals.

We have also included an optional task for evaluating the potential benefits from new technologies associated with smart streetlights. Given the City's desires to develop a long term, cost-effective streetlight replacement program, now is an ideal time to evaluate new technologies and how they may improve the City's streetlight program.

Scope of Work at a Glance

Asset Inventory

Tablet App used to efficiently collect field data in GIS format with instant cloud delivery.

- Gap analysis & plan to fill in missing data
- Develop tablet App for field inspection & review field form with team & City
- Train field crews on tablet App & process

Condition Assessment

A sampling of luminaires will be inspected by grouping similar types and ages to reduce bucket truck costs.

- Prioritize areas for inspection with City
- Inspect a sample of luminaires with bucket truck by grouping into 100 groups
- Two person crew inspects 2,000 remaining lights from ground
- OHM Advisors' personnel (1) for attribute collection
- Dan's Excavating personnel (1) for structure & electrical assessment
- Develop performance rating system for prioritization

Determine Remaining Life of Assets

Final product will be a GIS delivery and a prioritized replacement program.

- Use performance rating system to establish remaining useful life

Replacement Prioritization & Replacement Cost

Now may be an ideal time to examine new smart technologies - see optional tasks.

- Determine asset value, cost for repair, renewed, replacement
- Develop a prioritized replacement program



Inspection Process

1. Set-up Field Tablet App

Input Needed from City:
Review field data collection form.

2. Sample Luminaires inspection with bucket truck

Input Needed from City:
Review groupings with City

3. Perform 2-3 days of field data collection

Input Needed from City:
Team meeting to review initial results

4. Inspect Remaining Streetlights

Input Needed from City:
City monitor progress in cloud GIS application with regular progress meetings

5. Compile & Deliver Data

Input Needed from City:
City review & connect on final GIS product

Work Plan

Scope of Work

Task One: Asset Inventory

Under this task, an inventory of available streetlight asset data will be compiled and used to guide the field condition assessment. The results from this task will be used to develop the field condition assessment data fields to be collected and tablet forms. Specific work efforts include:

- Collect and review information from the City’s existing streetlight asset inventory, identify and compile any gaps in the data, and develop an approach to obtain the missing information through the field data collection.
- Work with the City GIS personnel to coordinate any missing data categories into the GIS database. Fields will be added to the GIS database to confirm missing data is gathered during assessment inspections.
- Develop a field tablet application that incorporates the required data fields from the list of information in the RFP and any additional information identified from the gap analysis. A draft version of the tablet application will be reviewed with the City before being finalized.

The information OHM Advisors focus on collecting during each streetlight inspection will cover:

- Luminaires
- Foundation & Base of the structure
- Lamppost
- Electrical

OHM Advisors will develop a rating system for each piece of data with various weights based on importance of data to the overall fixture effectiveness to be used to establish a final condition rating. Based off of the data collected in the field a performance rating system will be implemented by a scoring method to rate the data.

OHM Advisors will lead GIS efforts using an advanced approach when collecting the data in the field. The data will be collected using a high-tech mobile field data collection system. Each data collection team will have a web connected tablet with our data collection apps: Trimble TerraFlex & Collector for ArcGIS. The assessment data & photographs will be collected using Trimble TerraFlex and the teams will use Collector for ArcGIS to track progress. In addition, the Project Manager and the City can track progress instantly using the Operations Dashboard application as the data is synced to the cloud.

This proposal was developed by assuming that a 2-person crew can evaluate 30 streetlights per day without the use of a bucket truck, and 20 streetlights per day with the bucket truck.

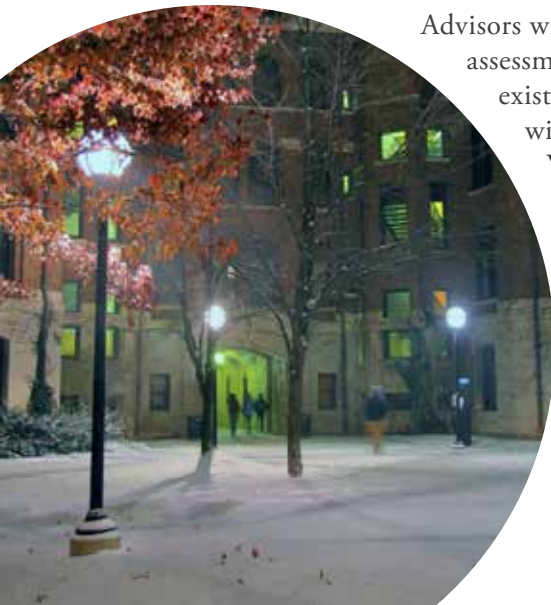
These production rates are based on easy access to each streetlight under normal weather conditions. Items such as poor access, ice and snow or other unforeseen items that affect these production rates are not included in this scope of work. Traffic control is not included in the scope of this project. Should traffic control be needed to evaluate some streetlights, the methodology to perform traffic control will be discussed with the PM.

Task Two: Condition Assessment

OHM Advisors, in conjunction with our sub-consultant Dan’s Excavating Electrical Unit, will perform a streetlight condition assessment. OHM

Advisors will complete a field assessment of the 2,100 existing streetlights within the City.

Weather permitting the data shall be collected during the week during business hours, working ten (10) hour days.





Data will be collected using a wireless enabled tablet & transmitted to the cloud data application for near real-time review by the City.

*Michael Cousins, GISP, GIS Manager -
Gathering data in the field*

Options may include the City providing traffic control or OHM Advisors providing traffic control for an additional fee.

Specific work efforts include:

- OHM Advisors will work alongside Dan’s Excavating using three two-person crews to complete the assessments. The information collected in the assessment will include the list of information requested by the City in the RFP, and additional information identified in the gap analysis in Task One. Photographs will be included of the relevant attributes.
- Data will be collected using a Wi-Fi enabled tablet connected to the web via a mobile hotspot. This will enable the data collected to be transmitted to the cloud data application for near real-time review by the City and the PM in the ArcGIS web application.
- The location of the streetlights will be determined from the City’s existing GIS database, with a Trimble TerraFlex GPS data Collector to locate the streetlights in the field.

- As requested by the City, information on the luminaires will be collected. We have developed a strategy to efficiently complete the assessment by grouping lights of a similar type and condition and evaluating a representative sample light of each group using a bucket truck to gain access to the top of the streetlight. This proposal includes investigating up to 100 lights with a bucket truck.



- OHM Advisors will hold an internal audit of the data after a few days of data collection to review the data for accuracy. OHM Advisors will also review the data collected with the City so the City can review and comment on the data collection early in the process.
- We will also hold monthly progress meetings with the City to review the data.

A performance rating system will be developed using the assessment information that was collected. This performance rating system will be included in the GIS geodatabase that OHM Advisors will create to be delivered to the City. The GIS geodatabase will encompass the assessment data collected along with the photographs attached to each streetlight. Having the photos attached will allow the City to quickly view photographs within the GIS.

Task Three: Determine Remaining Life of the Assets

OHM Advisors will review industry data and establish criteria to appropriately define remaining life of luminaires, poles, foundations, and associated wiring. The criteria will be determined based off of the information gathered in the field to determine the remaining life of the structures. Specific work efforts include:

- Research industry methodologies for performing remaining life calculations.
- Develop a methodology for estimating the remaining useful life of the streetlight components.
- Review the results of the research and methodology developed with the City for their review and comment. Incorporate any revisions from the City into the methodology.
- Document the findings from this task in a brief technical memorandum.

Task Four: Replacement Prioritization & Replacement Cost of Assets

The information gathered from the condition assessment will be used to develop a prioritized replacement program. This will include an estimate of the fiscal needs for the streetlight program, determination of the streetlight asset value, and cost estimates for repair, replacement and renewals.

The prioritized replacement program will be developed using the field data collected and a spreadsheet analysis to evaluate the data. This will be done by developing a rating system for each element evaluated (luminaires, foundation & base, lamppost and electrical). A formula will be developed that aggregates the rating for each of these components into an overall facility rating that will be used to develop the remaining useful life and prioritized replacement program.

A cost will be developed for each defect type identified, and the spreadsheet analysis will be used to aggregate this cost information to each streetlight and for the overall prioritized program.

Specific work efforts include:

- Analyze data collected during the field condition assessment and determine fiscal needs for streetlights, the current value of each streetlight, the various replacement, repair or renewal costs for each streetlight.
- Develop a methodology to prioritize streetlight replacements and review the methodology with the City before finalizing.
- Apply the prioritization methodology the streetlight conditional assessment database to produce a prioritized streetlight replacement program.
- Incorporate the streetlight prioritization into the GIS database as a deliverable to the City.
- Create a draft technical memo detailing major findings of assessment and analysis
- Review the GIS database and the draft technical memo with the City for their review and comments.
- Finalize the GIS database and summary report for delivery to the City. A digital copy of the report and GIS database will be delivered to the City. Up to five (5) paper copies of the technical memo will be provided.

Optional Tasks

Task A: Smart Street Feasibility Investigation

The City has some experience with smart streetlights along Main Street in downtown. There may be potential to expand the utilization of smart streetlights to enhance the City’s operations and quality of life for the resident. Some concepts that may be possible with smart streetlights include:

- Adaptive streetlights that uses motion detection and automatic dimming to reduce energy consumption.
- High efficiency LED fixtures to reduce electrical usage.
- Wireless control to optimize operations, collect data on performance and receive warnings of defects and bulb replacement needs.
- Detection of traffic and parking conditions using cameras and sensors.

As part of this optional task, we will collect and compile information about the City’s existing smart streetlights, research and document the latest advances and technologies in smart streetlights, schedule presentations from up to three (3) vendors of smart streetlight technology, evaluate the cost impacts and cost effectiveness of installing smart streetlights, and prepare a technical memorandum outlining our findings and recommendations from this task.

Task B: Cost Reduction from City Provided Bucket Truck

The City may wish to reduce the consultant cost on this project by providing the bucket truck and operator for the 100 lights to be inspected with a bucket truck. This will reduce our project costs by \$1,375.00.

Task C: Optional As-Needed Task

We recommend that the City include a contingency budget for this project for unforeseen items in the form of an additional as-needed task. This additional as-needed task will be used for items that may arise during the project that were not anticipated at the time this proposal was prepared such as traffic control, slower inspection time due to weather or access issues, or additional scope requested by the City that was not include in the RFP.

The budget allowance for this task will not be used without advanced authorization from the client, and we will prepare a scope and a budget for each item for approval by the client before proceeding. We recommend that the City budget 10-20% of the total project budget in this contingency task. The details of the contingency budget can be addressed during the contract development phase.

Addendum No. 1 Acknowledgement

OHM Advisors acknowledges Addendum No. 1 for RFP No. 983 Streetlight Condition Assessment has been received and reviewed.

Estimate of City Effort Required

Task Number & Task Title	Review Materials & Meetings	City Project Manager City Support Staff		Total
Task One: Asset Inventory	Two (2) Meetings	8	8	16
Task Two: Condition Assessment	Four (4) Progress Meetings	8	8	16
Task Three: Determine Remaining Life of the Assets	Review Materials & One (1) Meeting	4	4	8
Task Four: Replacement Prioritization & Replacement Cost of Assets	Review Materials & Two (2) Meetings	12	12	24



Communication & Coordination

Communicating to Excess

OHM Advisors believes in “communicating to excess.” We have recognized that the key to successful projects is active communication with all parties, thereby keeping everyone informed and allowing for effective decision-making. We work diligently in keeping the lines of communication open, and to make certain we are available to clients upon a moment’s notice. The Project Team understands the need for strong communication between client and consultant. Based on our successful relationships with other municipal client communities, OHM Advisors proposes to develop a Communication Plan that we feel will complement our partnership with the City of Ann Arbor. We will continue to refine this plan based on the experience and desires of your staff and on additional insights gained from every new program or project.

The Project Team shall assist in keeping those involved advised of the project goals, schedules, meetings and development. Robert Czachorski, Project Manager, assisted by Justin Woods, Assistant Project Manager, will serve as the primary contact as the Project Manager (or use Client Representative). Together they will work directly with City of Ann Arbor and will be the initial step in the communication of projects. Robert and Justin have experience working extensively with cities, villages, and townships. OHM Advisors’ staff is trained on how to facilitate meetings and to set desired

outcomes for meetings that are agreed to by the participants prior to starting the meeting. We also believe in having agendas and we do not leave meetings without a summary and action plan communicated to the meeting participants.

Project Management Plan

The Project Management Plan (PMP) will be developed to summarize the key items needed for successful project completion. This will include project contact information for all team members including City staff, City personnel, team organization details identifying major tasks and key personnel, project goals and objectives, final work plan including deliverables, project schedule identifying major milestone and overall project budget and projected cumulative costs for use in the PSMJ tools. The PMP is reviewed in detail with City representatives prior to finalizing.

Regular Progress Reports & Meetings

Regular progress reports will be prepared and project update meeting held when needed. These efforts are led by the OHM Advisors Project Manager and coordinated with the City’s Project Manager. The progress reports include a summary of the status of each task, and the updated Cost and Schedule Control Tool. We anticipate conducting regular project progress meetings with the City’s Project Manager to review upcoming work, provide updates on completed work, review results and coordinate all efforts. These meetings are expected to be true working meetings, providing opportunities for the City to understand the progress being made, provide input to the tasks, and provide review comments.

Quality Assurance / Quality Control

OHM Advisors has a corporate quality assurance and quality control process that is followed for each type of service being provided. These processes involve both peer to peer reviews of work, along with assigned senior staff that review project work at set milestones.

Always Looking Forward

Our innovative heritage at OHM Advisors drives our passion to guide and impact communities. We’ve always been committed to Advancing Communities, and we’ve been able to stay innovative and future-focused by adhering to what makes us unique - our people, our core values, and our big-picture understanding.

Project Start Date: Monday, January 2, 2017

Tasks & Descriptions	Month (2017)					
	Jan.	Feb.	Mar.	Apr.	May	Jun.
Task One: Asset Inventory						
Review Existing Streetlight Asset Inventory						
Develop the Field Data Collection Application & Data Fields						
Identify Gaps in the Data						
Work with City GIS Personnel to Incorporate Any Missing Asset Subcategories						
Task Two: Condition Assessment						
Review Existing City Collected Condition Assessment Data						
Develop Plan for Obtaining Asst. Data for all City Owned Streetlights						
Prioritize Areas for Condition Rating						
Prepare a Schedule for Obtaining Field Condition Assessment Data						
Inspection Criteria - Luminaires, Foundation & Base, Lamppost & Elec.						
Task Three: Determine Remaining Life of the Asset.						
Document Industry Standards for Basis of Remaining Life Calculations						
Task Four: Replacement Prioritization & Replacement Cost of Assets						
Analyze Data Gathered in the Condition Asst. & Determine Fiscal Needs for the Streetlights						
Determine the Streetlight Asset Value						
Determine local cost for repair, renewal, and replacement of the streetlight assets so that this data is available for later steps.						
Prioritize streetlight replacements based only on gathered condition assessment data. Provide methodology for the replacement prioritization.						
Optional Tasks: Smarts Streetlights Feasibility Investigation						
Collect Available Information on City’s Existing Smart Streetlights						
Research & Document Latest Advances in Smart Streetlight Technology						
Hold Presentations from up to Three (3) Vendors on Smartlight Technology						
Prepare a Technical Memorandum Outlining Findings & Recommendations						

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)

D

Fee Proposal

Detailed Fee Proposal Breakdown - Revised December 2015

Project Tasks	Hours	Cost
Task One: Asset Inventory		
Review Existing Streetlight Inventory	8	\$892.00
Identify Gaps in Data	8	\$892.00
Recommend a Strategy to Obtain Missing Information	6	\$688.00
Dev. Tablet App for Field Inspection & Review Field Form with Team & City	26	\$2,536.00
Work with City GIS Personnel to Incorporate Any Missing Asset Subcategories	2	\$288.00
Check in Data Review Meetings with the City	14	\$2,090.00
Task One Sub-Total	64	\$7,386.00
Task Two: Condition Assessment		
Review existing City Collected Condition Assessment Data	26	\$3,366.00
Dev. a Plan for Obtaining Necessary Condition Asst. Data for all City Owned Streetlights	8	\$976.00
Prioritize Areas for Condition Rating	00	\$0.00
Prepare a Schedule for Obtaining Field Condition Assessment Data	00	\$0.00
Develop a Performance Rating System Based on Condition Assessment Data	32	\$4,256.00
Field Inspection - Ground Crew (1300 streetlights) at 50 per day, 10 hour days	600	\$59,896.00
Field Inspection - Ground Crew (150 streetlights) at 30 per day, 10 hour days	100	\$9,500.00
Field Inspection - Bucket Crew (70 streetlights) at 20 per day, 10 hour days*	74	\$7,750.00
Task Two Sub-Total	840	\$85,744.00
Task Three: Determining Remaining Life of Assets		
Document Industry Standards for Basis of Remaining Life Calculations	48	\$6,56.00
Technical Memorandum	54	\$7,964.00
Task Three Sub-Total	102	\$14,524.00
Task Four: Replacement Prioritization & Replacement Cost Assets		
Analyze Data Gathered in the Condition Asst. & Determine Fiscal Needs for the Streetlights	116	\$13,566.00
Determine the= Streetlight Asset Values	50	\$5,440.00
Determine local cost for repair, renewal, and replacement of the streetlight assets so that this data is available for later steps.	60	\$6,880.00
Prioritize streetlight replacements based only on gathered condition assessment data. Provide methodology for the replacement prioritization.	40	\$4,352.00
Create Summary Report Detailing Major Results of Analysis	38	\$5,404.00
Task Four Sub-Total	304	\$35,642.00
Total	1,310	\$143,296.00

Detailed Fee Proposal Breakdown

Optional Project Tasks	Hours	Cost
Optional Task A: Smart Streetlights Feasibility Investigation		
Collect Available Information on City's Existing Smart Streetlights	6	\$892.00
Research & Document Latest Advances in Smart Streetlight Technology	22	\$892.00
Hold Presentations from up to Three (3) Vendors on Smart Light Technology	28	\$688.00
Evaluate the Cost Impacts & Potential Cost Effectiveness of Smart Streetlights	22	\$2,536.00
Prepare a Technical Memorandum Outlining Findings & Recommendations	27	\$288.00
Total	105	\$12,906.00
Optional Task B: Cost Reduction from City Provided Bucket Truck		
Cost with Bucket Truck	4 (days)	-1,100.00
Task Sub-Total	4 (days)	-1,100.00
Total	4 (days)	-1,100.00

Personnel Role Billing Rates Breakdown (Not Including Optional Tasks)

Personnel & Project Role	Est. Project Hours	Hourly Rate
Jonathan Kramer, PE, <i>Principal In Charge (OHM Advisors)*</i>	4	\$190.00
Robert Czachorski, PE, <i>Project Manager (OHM Advisors)*</i>	36	\$190.00
Justin Woods, <i>Assistant Project Manager (OHM Advisors)*</i>	74	\$133.00
Michael Cousins, GISP, <i>GIS Manager (OHM Advisors)*</i>	19	\$116.00
Kyle Curie, <i>Professional Engineer (OHM Advisors)</i>	40	\$133.00
Austin Doezema, <i>GIS Specialist (OHM Advisors)*</i>	40	\$92.00
Louis Meyette, PE, <i>Lead Electrical Engineer (OHM Advisors)*</i>	175	\$144.00
Brad Lystila, <i>Electrical Engineer (OHM Advisors)*</i>	228	\$100.00
Survey Tech II <i>(OHM Advisors)</i>	720	\$96.00
Robert Hentkowski, <i>Electrical Manager (Dan's Excavating, Inc.)*</i>	720	\$125.00

*Key Personnel, Resumes Included**

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the 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 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which 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 Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which 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.

- 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 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. 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) 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.