

REQUEST FOR PROPOSAL

RFP # 22-58

Hydroelectric Dams – FERC Ninth Part 12D Inspections and other Engineering Services

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



**Due Date: TUESDAY, AUGUST 9, 2022
by 2:00 p.m. (local time)**

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor seeks a Consultant to perform the 9th Part 12D inspections for Barton Dam and Superior Dam. These will be Periodic Inspections as per FERC's newest Chapter 16 Engineering Guidelines.

In addition, the Consultant will perform additional analyses and inspections as indicated herein.

Services will begin December 2022 and completed during calendar year 2023.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before Wednesday, July 20, 2022 at 5:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Paul Malocha, Project Engineer, Stantec Consulting Michigan Inc. (Stantec) paul.malocha@stantec.com.

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

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

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

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: **Wednesday, July 13, 2022 at 9:00 a.m.**

WHERE: Ann Arbor Water Treatment Plant, 919 Sunset Rd.; Ann Arbor, MI 48103.
A site walk-through will be conducted after the meeting.

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

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the in August or September 2022. Offeror must be available during this interval.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before Tuesday, August 9, 2022 at 2:00 p.m. (local time). Proposals submitted late or via oral,

telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **four (4) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- **four (4) copies of the fee proposal**

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

Proposals submitted should be clearly marked: **“RFP No. 22-58: Hydroelectric Dams – FERC Ninth Part 12D Inspections and other Engineering Services”** and list the offeror’s name and address.

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

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

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

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

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

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

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

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

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

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

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

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

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected

Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-proposal meeting/walk-through	Wednesday, July 13, 2022, 9:00 a.m.
Written Question Deadline	Wednesday, July 20, 2022, 5:00 p.m.
Addenda Published by (if needed)	Thursday, July 28, 2022, 5:00 p.m.
Proposal Due Date	Tuesday, August 9, 2022, 2:00 p.m.
Tentative Interviews (if needed)	September 2022
Selection/Negotiations	September 2022
Expected City Council Authorization	November/December 2022

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

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

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

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

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

SECTION II - SCOPE OF SERVICES

1. Background

Barton Dam was built in 1913 as a hydro-plant for Detroit Edison Company. The City now owns the dam, and it continues to generate electricity and also serves other purposes including water supply and recreation. The right embankment is 1,500+ feet long, and the left embankment is approximately 250 feet long. The 220-foot spillway is an arched concrete structure controlled by ten tainter gates. The head of the dam is approximately 22 feet. The powerhouse sits immediately left of the spillway, and has a single active generator with output of approximately 850 kW. The generator and appurtenant equipment were replaced in the early 1980s, but the original powerhouse mostly remains intact otherwise.

Superior Dam was built in 1918, also as a Detroit Edison generation facility. The dam generates electricity under City operation, though with a completely different powerhouse than was originally built. In the early 1980s, the original powerhouse was demolished and filled in, and a new structure with 570 kW generator was built adjacent to the old in the left embankment. The dam has a 170-foot left embankment, a 160-foot right embankment, arched 140-foot-long concrete spillway and adjacent sluiceway. The powerhouse intake is a siphon penstock through the left embankment. The height of the dam is approximately 24 feet.

Barton Dam and Superior Dam are regulated under the Federal Energy Regulatory Commission (FERC), and are classified as a High hazard potential dams. The latest Part 12D inspection report for each dam was completed in 2018.

2. Construction History Overview

The following are construction highlights for each dam:

Barton Dam

1913	Original construction and watering
1968	Local Flood event critically undermined the spillway apron.
1970	Flood damage repairs including grouting cavities under the spillway apron, upstream silt removal, and placing riprap on the upstream face and downstream of the spillway apron.
1971-72	Major rehabilitation from 1968 flood damage was performed on the dam including: 1) replacement of the timber gates on the spillway with new, steel Tainter gates operated by electric hoists,

- 2) telemetering system for head water levels and high and low water level alarms,
- 3) spillway piers were removed to the spillway crest level and replaced with new concrete,
- 4) conversion of a north (right) bay generating unit to a low-level sluice which permanently blocked the other intake with a concrete bulkhead and a float well,
- 5) an air bubbler system was installed to protect against ice,
- 6) damaged concrete in the chute slab, powerhouse wall, and north training wall was repaired with gunite,
- 7) frost damage to the edge of the buttress openings were repaired with gunite,
- 8) a barrel arch was buttressed with mass concrete (Bay 1),
- 9) resurfacing of the stilling basin floor with six inches of concrete,
- 10) removal of existing trashracks,
- 11) installation of new walkways, piers, gates, handrails, and new deck grating,
- 12) metalwork was painted,
- 13) repair of sloughing and other irregularities in the right embankment, and
- 14) damaged dividing wall between the powerhouse and spillway tailrace was removed and replaced by a new 50 ft long wall at the upstream end to guide spillway discharge.

- | | |
|---------|---|
| 1978 | Scour damage to dumped riprap in the spillway plunge pool was repaired; trees and brush on the earth embankments were removed; improvements were made to the toe ditch outlet area; and the metalwork was repainted. |
| 1983 | Construction at the Project included the addition of: gabion basket walls on the right (northwest) side of the spillway plunge pool; steps to the right of the spillway; and wooden handrails around the plunge pool to beyond the railroad bridge. A buoy system was installed upstream of the dam to warn boaters of the spillway gates. The grating over the air vent shaft was replaced. |
| 1985-86 | The powerhouse was re-commissioned with a 0.9-megawatt vertical turbine and generator, installed in the right bay. Repairs were made to damaged concrete in the intake structure, wet well and draft tube. New trashracks and stop logs were installed. The floor and walls supporting the turbine and generator were substantially modified. New controls, switchgear and hatch covers were installed. Wooden stairs were added adjacent to the eastern end of the powerhouse. |
| 1991 | Improvements were made to the right embankment downstream slope and toe drains. The slope was regraded and reseeded, the |

- drainage ditch cleared of growth, and the embankment drainage pipes relocated and unblocked where necessary.
- 1993 Major maintenance work was performed on the gates. Work included sandblasting and repainting of all the gates, replacement of the hoist chains and replacement of the side and bottom seals.
- 1996 Hydro intake cleaning and unit upgrades.
- 1997 Repair was performed on the exterior of the spillway access shaft to repair a hole which had developed and was releasing headwaters.
- 2000 Repair/modification was performed to the right embankment to repair the crest and downstream slope, extend and locate all seepage drain tiles, plant no-mow grasses on the slopes, concrete repair to the right training wall, concrete repair on the interior of the air shaft and minor repair inside the spillway, riprap placement on the upstream slope of the right embankment, and construct a seepage collection ditch along the toe of the downstream right embankment slope.
- 2006 Right Embankment Monitoring Project: V-notch weir devices were installed along the right embankment ditch line and at the outlet of the associated receiving pond. The weir devices are no longer in use, but at the time they were used to monitor flow through the ditch and thereby track changes in outflow from the seepage drains.
- 2007 Well screens were inserted into seepage Drain numbers 23, 33, 34, 40 and 50. Sloughing was repaired between Drains 44 and 43.
- 2010 A natural gas-fired standby generator was added that will automatically start if there is a power failure and transfer power from the electric utility to the generator to power the dam gates. Upon return of the electric utility and expiration of a pre-set timer, power is automatically transferred back to utility power.
- 2010 Visual inspection of the concrete surface at the downstream face, upstream intake structure, powerhouse, and other locations. Including 39 concrete cores for compressive strength and petrographic tests.
- 2011 Concrete repairs were performed to the components of the reinforced concrete dam structure, including: crest beams, spillway face, retaining wall, abutments, piers and other miscellaneous areas. Improvements included new stainless-steel sill plates, new neoprene seals and gunite coating of the interior beam system

inside the dam arches. Concrete repairs utilized a high strength mix design with crack control and additives to increase the density and reduce the permeability for a long service life.

- 2011 The USGS performed a study to calibrate the flows through the gates and hydro. These calibrations curves were incorporated into the local PLC that controls the gates to calculate flow passing the dam and hydro. This information is conveyed electronically to the Water Treatment Plant's SCADA system and is available real-time.
- 2011 Toe Drain repairs documented from photos at toe drains 23, 24, 31, and 44.
- 2013 Right Embankment Drainage Blanket project. A reverse filter was designed and constructed. The reverse filter consisted of a geotextile membrane material placed on top of the grade and overtopped with 12-inches of stone aggregate. The membrane was installed between toe drains 33 and 45 on the downstream side of the drainage ditch that collects seepage from the toe drains. It has a surface area of approximately 10,000 SF. The purpose of the geotextile membrane was to restrict the migration of fines, while continuing to allow the free passage of ground water. The project served as a means to maintain overall stability of the embankment.
- 2014 Six (6) piezometers were installed in the embankment along an alignment roughly perpendicular to the embankment axis in the vicinity of TD-40. Pairs of piezometers were installed at positions of 7 feet below the crest of the right embankment, at mid-slope, at the toe of slope, and within the reverse filter area.
- 2017 Bathymetric survey performed to estimate the volume of the Barton Pond.
- 2017-18 A sinkhole was observed at the airshaft structure. Sinkhole was backfilled and twenty-five (25) dynamic cone penetrometer (DCP) tests were performed.
- 2017-18 Ten boreholes were drilled, and piezometers installed for a seepage and stability analysis of the right embankment in the vicinity of TD-40.
- 2018 A granular and crushed aggregate blanket was constructed to mitigate the boils between Toe drains 37- 41.
- 2018-19 10-year overhaul on turbine, generator and associated equipment.
- 2019 Air shaft concrete repair.

Currently, a design project is underway for remediation of seepage in the right embankment.

Superior Dam

- 1972 The dam underwent major rehabilitation including removal of the original powerhouse, repair of the spillway concrete, installation of a new gate on the sluiceway, backfilling of eroded areas, and the addition of topsoil and seeding on the earth embankments. The 1972 spillway reconstruction drawings are included as Exhibit 2-4 in this STID.
- 1985-86 The current powerhouse, penstock and discharge channel were constructed. The left embankment was re-graded, and a new security fence was installed. Riprap protection was placed on the downstream toe on the right embankment to provide erosion protection.
- 1991 Major maintenance work was performed on the gate at Superior Dam. Work included sandblasting and repainting of the gate, replacement of the hoist chains and replacement of the side and bottom seals.
- 2000 Repair/modification construction was performed to repair deteriorating concrete on the spillway piers and left training wall, to replace the fixed crest spillway flashboards, to clean and cover exposed reinforcing bars inside the spillway gallery, and to repair the open joint on the upstream portion of the reinforce concrete pipe penstock. Also, as a part of the 2000 repair/modification work, the right embankment was modified to increase the calculated factor of safety in order to meet FERC minimum recommended factor of safety criteria. These modifications included raising the embankment crest from approximately El. 737.0 to El. 738.0 feet, increasing the crest width from 10 to 14 feet, and placing riprap erosion protection on the upstream and downstream slopes. The 2000 right embankment improvement drawings are included as Exhibit 2-5 in this STID.
- 2001 The walkway decking across the sluiceway and spillway structure was replaced.
- 2007-08 A leaking penstock joint was repaired.
- 2008 Repairs were made to the sluiceway gate including repainting, side and bottom seal replacement, and lift chain replacement. In addition, the walkway supporting steel was repainted and all safety rails were replaced with galvanized steel railings.
- 2016 The flashboards were replaced.

3. Available Documentation

Information and documents listed below, and other documents included in this RFP, are provided for reference purposes. NOTE: The City does not guarantee conformance of documents to current conditions. It is the responsibility of bidders to assess the information and draw appropriate conclusions. Potential proposers are required to sign the Non-Disclosure Agreements before any materials will be made available for examination. The 7th and 8th Part 12 D reports will be uploaded to a share site. Other project documents will be made available to the selected Consultant.

4. Objective

The City seeks a qualified engineering Consultant to perform the following inspections and engineering services on Barton Dam and Superior Dam:

Barton

- “Periodic Inspection” in accordance with the latest issue of Chapter 16 of FERC’s Engineering Guidelines.
- Dive inspection of spillway and powerhouse, upstream and downstream. Includes divider wall downstream of powerhouse right wall from powerhouse to railroad bridge. Excludes powerhouse downstream left retaining wall.
- Concrete inspection of spillway interior and air shaft.
- Concrete inspection of powerhouse right wall.
- Concrete inspection of powerhouse forebay.
- Structural analysis of spillway

Superior

- “Periodic Inspection” in accordance with the latest issue of Chapter 16 of FERC’s Engineering Guidelines.
- Dive inspection of spillway, upstream and downstream.
- Concrete inspection of spillway interior.
- Concrete inspection of sluiceway walls.
- Structural analysis of spillway.
- Stability analysis of left embankment.

5. Requirements

The Consultant shall meet the following requirements in fulfillment of the project scope:

- “Periodic Inspection” in accordance with Code of Federal Regulations (CFR) Title 18, Part 12, Subpart D and the latest issue of Chapter 16 of

FERC's Engineering Guidelines. This requirement applies to both dams. The Consultant shall:

- Submit a Part 12D Inspection Plan, which includes the IC Team Proposal. This plan must be submitted 180 days in advance of performing the field inspections.
 - Submit a Periodic Inspection Pre-Inspection Preparation Report (PI-PIPR). This report is due at least 30 days before the field inspections.
 - Perform field inspections, which include normally accessible areas of the embankments, spillways, powerhouse, etc., and in addition:
 - Barton: Spillway interior. This is a confined space entry that requires hip waders. The City will provide top attendant and one spotter at the bottom.
 - Superior: Spillway interior. This is a confined space entry that requires wet suit. The City will provide top attendant and one spotter at the bottom.
 - Periodic Inspection report. Provide drafts to the City for review and final document for submission to FERC.
 - Include all required meetings and correspondence with FERC for preparation and completion of the inspections.
 - Deliverables shall be in hard copy (one copy of each) and PDF format.
- Concrete core sampling and testing.
 - In areas as specified below, locations and sample depths shall be rationally determined, in conjunction with input from the City. Sample locations shall include areas high in the structure. Cores shall be standard diameter for testing as required. Core depths will be determined on a case-by-case basis; however, typical depth will be approximately 16" into the concrete face.
 - All cores shall be repaired following extraction using a method and material approved by FERC.
 - Qualifications of testing firms shall be submitted for approval before commencement of work.
 - Perform strength testing and petrographic analysis on cores.
 - Provide report with test findings.
 - Dive inspections:
 - For areas as specified, hire the services of a professional dive outfit with the following minimum qualifications/services:
 - Experienced with performing structural inspections.
 - Provide live audio/video link to shore observers and recording after dive is complete.
 - Will detailed information such as measurements and conditions real time to shore observers.

- The Consultant shall have a qualified inspector on site at the time of the dive inspection to make observations and provide feedback on features to inspect based on video and audio information.
- Structural analysis of spillways.
 - Review previous analyses
 - Build Rational Structural Analysis model that will serve as a tool for determining the criticality of concrete damage and help prioritize future repair efforts.
 - Model shall be useful for performing threshold analysis on structural elements that can be used in future inspections to trigger repair actions.
 - Provide completed model with report explaining model and current results.
- Concrete repair plan.
 - Provide a comprehensive concrete repair plan for both dams, looking at all components of the dam.
 - Recommend repairs and prioritize elements for repair.
 - Provide opinions of probable cost for repairs.
 - Formulate a repair master plan that fits with the overall financial plan of the City.
- Collection and review of relevant documentation. The City will provide available documents in PDF format.
- Maintain project files for documents and deliverables. Turn over the following files to the City at the end of the project with sufficient directories and subdirectories to efficiently navigate the project files:
 - All deliverables.
 - Design calculations.
 - Significant external correspondence and meeting notes.
 - Permit applications and permits issued.
 - Field reports and photos.

Barton

- Dive inspection of upstream and downstream sides of spillway and powerhouse. Include training wall from powerhouse to pier of railroad bridge and tailwater forebay, powerhouse draft area and discharge apron. Include powerhouse headwater forebay.
- Perform ROV inspection of bypass tunnel that connects the active turbine draft bay to the upstream side of the powerhouse.
- Concrete inspection of spillway interior.
 - Perform visual inspection of concrete, including right retaining wall and piers.

- Collect and test a minimum of eight (8) concrete cores, including at least two in the spillway right wall.
- Measure all pier openings consistent with the method used in the 2021 DSSMR (hand measurements in two standard locations at each opening).
- The Consultant shall provide their own confined space equipment and personnel for the concrete inspections.
- Perform structural analysis of spillway.
 - In addition to prioritizing repairs, the analysis shall be used to determine threshold limits for openings through the piers.
- Concrete inspection of powerhouse right wall.
 - Review the 2010 testing report by TEC and other relevant documents.
 - Perform detailed inspection of wall, from inside powerhouse and water side.
 - Collect and test a minimum of (6) cores.
- Concrete inspection of powerhouse forebay.
 - City will assist with removing decks for up close inspection of areas.
 - Inspect from water side, and from inside forebay open hatches.
 - Provide report of findings and recommendations for repairs with suggested schedule.

Superior

- Dive inspection of spillway and powerhouse, upstream and downstream. Include dive inspection of spillway interior.
- Concrete inspection of spillway interior.
 - Perform visual inspection of concrete, including spillway aprons and supporting columns. Inspection of crest beams and support columns will require access and fall protection.
 - Collect and test a minimum of six (6) concrete core samples.
 - The Consultant shall provide their own confined space equipment and personnel for the concrete inspections.
 - The City will lower the pond level to below the bottom of the flash boards, to alleviate splashing of water inside the spillway during the detailed inspection.
- Concrete inspection of sluiceway walls.
 - Perform detailed inspection of upstream left wall, downstream left wall and downstream right wall (training wall) from ground and water.
 - Pull four (4) cores and perform strength and petrographic testing.

- Provide report of findings and recommendations for repairs with suggested schedule.
- Perform structural analysis of spillway.
- Stability analysis of left embankment.
 - Review existing soils data and piezometer data.
 - Perform topographic survey of left embankment (scope similar to what is described below for the right embankment).
 - Perform stability analysis at one cross section, near existing piezometers.
 - Develop threshold action levels of left piezometers based on stability findings and recommend new action levels.
 - Make recommendations for future remediation, if any.
- Topographic survey of both embankments.
 - Perform topographic survey of embankments, from waterline on the upstream to wood line and edge of water on the downstream.
 - Survey shall be to within 0.01' accuracy, horizontal and vertical.
 - Survey shall be tied to existing monument on the dam.

6. Project Schedule

The respondent shall include a project schedule with the proposal. The following is a guideline showing major milestones:

- | | |
|---------------------|---|
| ● December, 2022 | Notice to proceed |
| ● January, 2023 | Part 12D Inspection Plan |
| ● June, 2023 | PI Pre-inspection Preparation Report |
| ● July/August, 2023 | Field inspections |
| ● October 28, 2023 | Draft reports to City |
| ● November 18, 2023 | City comments to Consultant |
| ● December 9, 2023 | Part 12D reports to City |
| ● December 22, 2023 | Final Part 12 D reports to FERC. |
| ● April 28, 2023 | Complete structural analyses and reports. |

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

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

B. Past involvement with Similar Projects – 30 points

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

C. Proposed Work Plan – 30 points

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

Submit project schedule.

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, billing rates, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

Fee proposal shall include separate line items for:

- Part 12D Inspections, including all preparation, correspondence, field work and reporting.
- Detailed concrete inspection.
- Concrete core sampling and testing.
- Dive and ROV inspections.
- Structural analysis of spillways.
- Concrete repair plan. Includes recommendations, prioritizations and cost opinions.
- Topographic survey of Superior embankments.
- Stability analysis of Superior left embankment.

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration.

The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members' total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

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

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Non-disclosure agreement.

Attachment B – Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT A
NON-DISCLOSURE AGREEMENT**

NON-DISCLOSURE AGREEMENT

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 Water Treatment Plant, dams and components thereof.

Whereas, _____ (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 responding to RFP 22-58: Hydro Electric Dams – FERC Ninth Part 12D Inspections and other Engineering Services.

Therefore, it is agreed this ____ day of _____, 2022

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

- *Documents listed in RFP 22-58 and addendums*

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

By: _____
Milton Dohoney Jr.

By: _____

Print Name: _____

Title: City Administrator

Title: _____

Date: _____

Approved as to substance:

Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

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

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

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023

\$14.82 per hour

If the employer provides health care benefits*

\$16.52 per hour

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

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

ENFORCEMENT

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

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

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

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

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

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

(2020 PSA over \$25,000 Auto AI Rev. 1)

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name

II. DURATION

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

III. SERVICES

A. The Contractor agrees to provide _____

Type of service

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

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

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

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

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

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

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

VII. COMPLIANCE REQUIREMENTS

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

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

VIII. WARRANTIES BY THE CONTRACTOR

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

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

notice of such non-appropriation.

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

XII. REMEDIES

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

XIII. NOTICE

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

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

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Public Service Area Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

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

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

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

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.