

REQUEST FOR PROPOSAL

RFP# 23-14

2023 SEWER TELEVISION AND CLEANING

City of Ann Arbor
Public Services Area / Public Works Unit



Due Date: March 9, 2023 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 purpose of this Request for Proposal (RFP) is to select a firm or firms to provide qualified inspection and cleaning services for existing sanitary and storm infrastructure within the City of Ann Arbor. Specific services to be performed by the Contractor include video inspection of sewers and related maintenance structures and cleaning of sewers.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before February 17, 2023 at 2:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matt Waldsmith, Public Works Supervisor – mwaldsmith@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must

sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project.

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, March 9, 2023 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**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

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

- **two (2) copies of the fee proposal**

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

Proposals submitted must be clearly marked: **“RFP No. 23-14 – 2023 Sewer Televising and Cleaning”** 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 Monday through Friday from 8am to 5pm (except holidays). 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.

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 will 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 completed forms listed above upon proposal opening will be deemed non-responsive and will 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 General 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 General Services Agreement.**

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

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

I. NONDISCRIMINATION

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

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

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

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

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	February 17, 2023, 2:00 p.m.
Addenda Published (if needed)	Week of February 20, 2023

Proposal Due Date	March 9, 2023, 2:00 p.m. (Local Time)
Selection/Negotiations	March 2023
Expected City Council Authorizations	April 2023

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 terms or conditions 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

A. Objective

The City of Ann Arbor, Michigan, maintains approximately 370 miles of sanitary sewer and 293 miles of storm sewer. To effectively maintain this infrastructure and respond to emergency sewer issues, the City is requesting proposals from qualified contractors to provide sewer inspection and cleaning services as required by the City of Ann Arbor Public Works Unit on an as-needed basis.

The scope of services will consist of individual tasks to be determined and assigned during the contract period. Examples of potential type of work may include, but is not limited to the following:

- Cleaning of sewers ranging in size from 8 to 90 inches in diameter. This work includes flushing, debris removal, grease removal, root cutting, deposit cutting, and grinding protruding break-in service connections.
- Internal video inspection of sewers via Closed Circuit Television (CCTV) of sewers ranging from 8 to 90 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Multi-sensor inspection of sewers via Closed Circuit Television (CCTV) and Sonar of sewers ranging from 36 to 90 inches in diameter, including partially submerged sewers. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Internal sonar inspection of sewers via Sonar of sewers ranging from 8 to 36" inches in diameter, including submerged sewers and inverted siphon piping. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection

management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.

- Internal video inspection of culverts via Closed Circuit Television (CCTV) ranging from 12 to 90 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Manhole video inspection in accordance with NASSCO's Manhole Assessment Certification Program (MACP,) using 360-degree scanning technology.
- Green infrastructure cleaning consists of the cleaning of storm weir walls throughout the City. This work includes debris removal. Contractor shall also provide the City with a post cleaning report with photos that includes all requested documentation and information outlined these specifications.
- Maintenance of traffic services, including developing plans for traffic control as needed, reviewing with City Staff for Right-of-Way permits and advance lane closure notifications and obeying all City restrictions and requirements for the given location.
- Locate, mark, and provide GIS coordinates of buried manholes encountered during work. Provide written notification to the project manager when buried manholes are located. Or other observed infrastructure that differs from recorded infrastructure.

The Contractor shall be compensated based on the applicable unit prices included in the response to this proposal. The City may assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

Some tasks may require work beyond that included in the unit prices, including extraordinary bypass setups and extensive traffic control. For those tasks, the City may request a letter proposal from the contractor that identifies their approach and all costs associated with the task.

The City intends to award no more than two (2) contracts. The term of the contract is two (2) years from the date of the Notice to Proceed with an optional extension for up to one (1) additional two-year period. It shall be understood that the submitted hourly

rates are to be honored over the term of the contract. If the contract is extended, a onetime cost escalator of no greater than 3% may be added to the submitted rates. A written request from the Contractor at the end original contract period from will be required to consider any rate adjustments.

There will be no minimum value of services committed by the City for each awarded service contract. The total available budget for the term of the contract is approximately \$1,200,000.00 annually and will be divided amongst the selected firms in the City's best interest. The contract amounts are subject to the availability of funds and approval of annual budgets.

B. Contract Implementation

The City will prepare a scope of work for inspections in project batches. Included in these project batches, GIS-based maps of all sanitary or storm infrastructure assets to inspect will be assigned. As well as a proposed schedule. The selected on-call contractor(s) shall provide the City with a price proposal to complete the project work including:

- Total costs for the work based on unit prices.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

CCTV inspections are to be conducted on all pipelines included in the scope or assigned batch. Cleaning services will only be paid for after confirmation that cleaning is necessary to complete the inspection, or as directed by the Engineer or City Staff.

The City will assign specific batches to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual batches solicited by the City under this Contract. Proposals shall include a project schedule and a list of all project unit price items and quantities estimated for the work for a particular batch.

Contractor shall submit deliverable reports for all inspections within 2 weeks of completing the field work. Contractor may apply for a time extension through a written request to the City if there are extenuating circumstances related to volume of data.

A new project batch will not be assigned until substantial completion of a previously assigned batch, as determined by the project engineer.

C. Scope of Work

A typical sewer inspection and cleaning project performed under the proposed contract will involve the following process:

1. Review any drawings, specifications, reports, etc. provided by City staff on the proposed project area.
2. Visit the project site with City staff and identify a preliminary scope of work including maintenance of traffic requirements.
3. Develop and agree on a final scope of work.
4. Provide schedule and quote of estimated quantities. Submit to City staff for review and approval.
5. Obtain written approval from the City for implementation of the task.
6. Apply for and obtain all necessary permits.
7. Perform all work necessary.
8. Submit data deliverables and final project quantities.
9. City staff will review all deliverables prior to final sign off. Contractor to address all identified deficiencies in the work and deliverables.

D. Requirements

1. Ability to work effectively with the City's Public Works Unit staff with respect to any of the inspection or cleaning services required by the City.
2. Ability to work effectively with other City units and regulatory agencies.
3. The ability to function in a support role to the Public Works Unit. The contractor's services will be utilized for activities that exceed the staffing level or expertise of the Public Works Unit.

E. Standard Specifications

All work performed under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using

modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

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

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

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal in the form prescribed on the Fee Proposal Form provided herein.

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.

FEE PROPOSAL FORM

City of Ann Arbor – **RFP #23-14**
 2023 Sewer Televising and Cleaning

Respondent's Name: _____

Item	Description	Unit	Estimated Quantity	Unit Price
Section 1- General Conditions				
1	Scheduling, organizing, planning, etc.	LS	1	\$ 10,000.00
Section 2 - Sewer Inspection, CCTV				
2	Pre- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	300,000	\$
3	Pre- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	40,000	\$
4	Pre- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	15,000	\$
5	Pre- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	1,000	\$
6	Post- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	50,000	\$
7	Post- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	20,000	\$
8	Post- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	10,000	\$
9	Post- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	1,000	\$
Section 3 - Sewer Inspection, Multi-Sensor				
10	Multi-Sensor Sewer Inspection, 24" to 36" Dia.	LF	5,000	\$
11	Multi-Sensor Sewer Inspection, 37" to 90" Dia.	LF	2,000	\$
Section 4 - Sewer Inspection, Sonar				
12	Sonar Sewer Inspection, 6" to 12" Dia.	LF	4,000	\$
13	Sonar Sewer Inspection, 13" to 24" Dia.	LF	4,000	\$
14	Sonar Sewer Inspection, 25" to 36" Dia.	LF	4,000	\$
Section 5 – Culvert Inspection, CCTV				
15	Culvert Video Inspection, 12" to 23" Dia.	EA	50	\$
16	Culvert Video Inspection, 24" to 36" Dia.	EA	50	\$
17	Culvert Video Inspection, 37" to 90" Dia.	EA	10	\$
18	Culvert Video Reverse Inspection	EA	50	\$
Section 6 - Manhole Inspection				
19	Manhole Video Inspection, 3D Scan	EA	50	\$
20	Buried Manhole locate and mark	EA	15	\$
Section 7- Sewer Cleaning				
21	Normal Sewer Cleaning, 6" to 12" Dia.	LF	30,000	\$
22	Normal Sewer Cleaning, 13" to 23" Dia.	LF	12,000	\$
23	Normal Sewer Cleaning, 24" to 36" Dia.	LF	7,000	\$
24	Normal Sewer Cleaning, 37" to 90" Dia.	LF	9,000	\$
25	Heavy Sewer Cleaning, 6" to 12" Dia.	LF	20,000	\$

26	Heavy Sewer Cleaning, 13" to 23" Dia.	LF	8,000	\$
27	Heavy Sewer Cleaning, 24" to 36" Dia.	LF	3,000	\$
28	Heavy Sewer Cleaning, 37" to 90" Dia.	LF	1,000	\$
Section 8 – Green Infrastructure Cleaning				
34	Weir Wall Cleaning	EA	10	\$
Section 9 – Traffic Control				
35	Temporary Traffic Control, Standard	Day	25	\$
36	Temporary Traffic Control, Complex	Day	15	\$
37	Temporary Traffic Control, Special	Day	10	\$
Section 10 – Mobilization				
38	Mobilization, Emergency	LS	5	\$
39	Mobilization, Non-Emergency	LS	45	\$

The term of the contract is two (2) years from the date of the Notice to Proceed with an optional extension for up to one (1) additional two-year period. It shall be understood that the submitted rates are to be honored over the term of the contract. If the contract is extended, a onetime 3% cost escalator may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

The undersigned hereby declares that they have carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: _____

Signature: _____ Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email: _____

SECTION IV - ATTACHMENTS

Attachment A – General Conditions

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 GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

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 Title IX 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.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure all permits and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. Permits and/or plan review fees, shall be paid for by the City. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required

under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract

Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;

(2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it

may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be

corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, 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 or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City

demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.

- (a) 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

- (b) 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 named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

1. \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
2. \$2,000,000 Per Job General Aggregate
3. \$1,000,000 Personal and Advertising Injury
4. \$2,000,000 Products and Completed Operations Aggregate

5.

- (c) 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 named as 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.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply 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.

- (2) Insurance required under subsection (1)(b) and (1)(c) 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.
- (3) 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.

- (4) 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.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic

on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<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

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

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**

Revised 2/1/2022

ATTACHMENT I DETAILED SPECIFICATIONS

**DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE**

1 of 2

DESCRIPTION

Examination of Plans, Specifications, and Work Site: Bidders shall carefully examine the Bid Form, plans, specifications and the work site until the Bidder is satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the contract.

The entire work under this Contract shall be completed in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

1. The Contractor shall begin the work of this project on or before **May 1, 2023**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. The entirety of work under this Contract, including but not limited to the stabilization of all disturbed areas and the removal of any and all traffic control devices shall be completed by May 1, 2025.

The Contractor is expected to be furnished with three (3) copies of the Contract, for his/her execution, on or before April 1, 2023. The Contractor shall properly execute the Contract and return them, with the required Bonds and Insurance Certificate, to the City within ten (10) days. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Project Owner, and in no case before the receipt of the fully executed Contract. City Council approval is expected no later than **March 30, 2023**.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project within the specified time/date of this Contract. Should the Contractor demonstrate that work must occur on Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. The Contractor will submit authorization requests for any Sunday work a minimum of three working days in advance of the day of the proposed work. There will be no additional compensation due to the Contractor for work performed on Sundays.

Prior to the start of any construction, the Contractor shall submit a detailed progress schedule of work for the Owner's review and approval. Work shall not start until a schedule is approved in writing by the Owner. The proposed schedule must fully comply with the scheduling requirements contained on the Location & Schedule table and all others in this Detailed Specification. The Contractor shall update the approved work schedule upon request by the Owner and present it within seven days of said request.

The City's decision to delete locations, add locations, change the limits of cleaning and televising at any locations, or, the City's contribution to a delay of the cleaning at any one location shall not entitle the Contractor to receive additional compensation for work on any other

**DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE**

2 of 2

location(s), nor shall it relieve the Contractor of any responsibilities for completion of work on any other location(s).

The Owner may delay or stop the work due to threatening weather conditions. The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

The Contractor shall not work in the dark except as approved by the Owner and only when proper lighting for night work is provided. The Owner may stop the work, or may require the Contractor to defer certain work to another day, if, in the Owner's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work. The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the Owner for darkness and/or inadequate remaining daylight reasons.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Owner, shall entitle the City to deduct from the payments due the Contractor, **\$800.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the overall project completion date as required by this Detailed Specification.

If the work required by this construction contract is not completed by the specified date(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Owner elects to terminate the Contract, contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the contract work that has been completed.

**DETAILED SPECIFICATION
FOR
GENERAL CONDITIONS, MAXIMUM \$10,000**

1 of 2

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for which no item of work is listed in the Bid Form, including but not limited to:

- Scheduling and organization of all work, subcontractors, suppliers, testing, and inspection
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of Utilities
- Locating manholes along sewers to be cleaned and televised
- Placing, maintaining, and removing all soil erosion and sedimentation controls, including inlet filers
- Maintaining drainage
- Maintaining driveways, drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups.
- Storing all materials and equipment off lawn areas
- Temporary relocation and final replacement/re-setting of mailboxes
- Site clean-up
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Owner
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Furnishing submittals and certifications for material disposal
- All miscellaneous and incidental items such as overhead, insurance, and permits.
- Soil erosion and sedimentation control
- Traffic Control

Quantities as given are approximate and are estimated for bidding purposes. Quantities are not guaranteed and may vary by any amount. While it is the City's intent to complete the project substantially as specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. **The City reserves the right to change the quantities, and no adjustment in unit price will be made for any change in any quantity.**

**DETAILED SPECIFICATION
FOR
GENERAL CONDITIONS, MAXIMUM \$10,000**

2 of 2

MEASUREMENT AND PAYMENT

This item of work will be paid for on a pro rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum, minus any deductions incurred for inadequate performance as described herein. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

PAY ITEM

PAY UNIT

General Conditions, Maximum \$10,000

Lump Sum

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

DETAILED SPECIFICATION FOR SEWER VIDEO INSPECTION

1 of 5

DESCRIPTION

This work shall consist of internal inspection of sewer via Closed Circuit Television (CCTV). The inspection shall include providing the City with digital videos, images, reports and associated databases that include condition and other descriptive data related to the sewer.

The Contractor performing the work shall be a company specializing in performing internal sewer inspections, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5 years' experience on projects similar to this Project and experienced using proposed inspection equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

All inspection and recording of sewer features and condition shall be in accordance with National Association of Sewer Service Companies' (NASSCO) standards. The work shall be performed under the supervision of personnel trained and certified in the use of the Pipeline Assessment and Certification Program (PACP) for the inspection of sewer mains and Manhole Assessment and Certification Program (MACP) for the inspection of manholes.

The Contractor's television inspection software shall be IT Pipes, Pipelogix or equal as approved in advance by the City.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Data sheets for proposed CCTV equipment, description of proposed electronic storage device (flash drive, cloud server, etc.) and proposed electronic file formats.
2. Description of proposed software for recording inspection logs along with a sample of a typical log and all reports as specified.

All sewer video inspections shall be recorded in H.264 MPEG-4 format and shall be submitted with an accompanying PACP access database, in the most current version.

If requested by the City, the Contractor shall notify affected residents/businesses at least one day prior to starting sewer inspection with a "Resident Notification Letter" informing the residents/businesses of the Contractor's activities and to provide contact information for the Contractor and City.

Inspection

All recording of sewers shall be continuous from structure to structure. The camera shall be positioned at the center of the sewer pipe during inspection. All inspection shall be completed during times of dry weather flow, and the camera shall record in the same direction as the flow. Inspection against the flow (reverse setup), especially during high flow conditions, must be approved by the City. If reverse setup is required, then the Contractor shall establish a new inspection run separate from downstream (normal) setup.

DETAILED SPECIFICATION FOR SEWER VIDEO INSPECTION

2 of 5

The Contractor shall use a color pan, tilt and zoom, camera or a digital side scanning camera (panoramic) specifically designed and constructed for sewer inspection. Lighting for the camera or panoramic scanning camera shall provide a clear picture of the entire periphery of the existing sewer. The pan, tilt, zoom camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a panoramic view inspection system, pausing and panning is not necessary during the inspection and can be used if the image clearly depicts the inside of the lateral for post processing of the scans.

The rate of speed shall be adjusted to produce a clear, concise record of the piping system and shall not exceed 30 feet per minute for conventional CCTV cameras. Travel shall stop for minimum of 10 seconds to record lateral connections, mainline connections, defects, features, and other observations. Advanced camera systems with high resolution recording and lighting characteristics will be allowed to record at faster rates subject to City review and approval of images.

CCTV inspections will be conducted entirely in digital format. The entire pan, tilt, and zoom inspection survey shall be recorded in H.264 MPEG-4 format written in a digital format (e.g. DVD, hard drive) and submitted with digital links to the survey. All panoramic side scanning inspection survey shall be recorded in an acceptable panoramic format and submitted with digital links to the survey. All cleaning and television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

If the camera will not pass through the entire sewer line section being investigated, the Contractor shall, at no additional cost set up equipment so that inspection can be performed from the opposite manhole. If under the reverse set-up the camera again fails to pass through the entire sewer line section, inspection shall be considered complete. All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the City referencing location and nature of the obstruction.

Should the Contractor's televising equipment become lodged in any sewer line, it shall be removed by the Contractor at their expense. This shall include, if necessary, excavation and repair of the sewer, underground utility repairs, backfilling and surface restoration. The Contractor shall re-televiser any line segment in which his equipment became lodged after said equipment has been removed to demonstrate to the City that no damage exists as a result of his televising operations.

Unless otherwise approved by the City, inspection shall be completed one sewer section at a time. Access for televising purposes shall only be via existing manholes. Should access to a particular sewer section be difficult and adjacent sections require television inspection, Contractor may be allowed to complete inspection in multiple sewer line sections. When multiple sewer line sections are inspected using one setup, Contractor shall zero the camera's footage metering device at each subsequent sewer manhole to establish uniform starting location of Station 0+00 for each line section televised.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

3 of 5

Photographs shall be taken of each coded feature or defect. Digital photographs shall each have unique filename encoded in .JPEG format and a minimum 640 x 480 resolution. The file name shall include the corresponding manhole numbers, upstream and then downstream as the start of file name. The inspection date and defect code shall be included.

Recordings and Reporting

The Contractor shall provide a video of all pipe segment inspections and assign a unique filename per pipe segment inspection. The file name shall include the corresponding manhole numbers, upstream and then downstream as the start of file name. Video shall be encoded in H.264 MPEG-4 format.

Other inspection recording requirements are provided below:

The video opening Screen: The following is an example of the required on-screen text display fields.

<i>Date & Time:</i>	<i>(YYYY/MM/DD), (military time hh:mm)</i>
<i>Surveyor's Name/& Co.:</i>	<i>John Doe, (Contractor)</i>
<i>Project Name:</i>	<i>XYZ Project</i>
<i>Location:</i>	<i>1 Example (Main Street)</i>
<i>Upstream MH No:</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Upstream MH depth:</i>	<i>##.# (nearest tenth of a foot)</i>
<i>Downstream MH No:</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Downstream MH Depth</i>	<i>### (Feature_ID and Facility_ID)</i>
<i>Pipe Segment Ref.</i>	<i>##### (Feature_IDs)</i>
<i>Starting Footage:</i>	<i>###(nearest tenth of foot)</i>
<i>Inspection Direction:</i>	<i>Downstream or Upstream</i>
<i>Pipe Material:</i>	<i>Example, (VCP)</i>
<i>Pipe Diameter/Height/Width:</i>	<i>Diameter/Height: ##" Width: ##" (as measured in the field)</i>
<i>Weather:</i>	<i>Example, (Snow)</i>
<i>Pre-Cleaning:</i>	<i>Example, (Jetting)</i>
<i>Additional Info:</i>	<i>additional important information/comments</i>

Continuous View: Following is the list of required on-screen text display fields:

- Inspection date and time.
- Continuous forward and reverse readout of camera distance (tape counter footage).
- Pipe segment feature ID.
- Defect/observation code(s) (when encountered).

The proper IDs shall be used to identify the inspected pipeline, upstream and downstream manholes (Facility IDs and Feature IDs from the City's GIS.) The City shall provide detailed GIS data for all sewers to be inspected. This information shall be utilized to pre-populate required header information.

DETAILED SPECIFICATION FOR SEWER VIDEO INSPECTION

4 of 5

All inspection reports shall be filled out in their entirety and referenced to the video that contains the line segment. Videos shall be color and of digital quality and also contain identifying labels for sewers and manholes within the file path or be organized in a manner that allows for easy segment identification.

NASSCO coding format is required including a list of defects encountered as well as a map of the sewer showing the relevant structures and pipelines in correct spatial proportions. Reports shall show overall structural pipe rating index (SPRI) values, overall O&M pipe rating index (MPRI) values, and overall pipe rating index (OPRI) values.

All reports shall include a linear sketch of the sewer segment showing defect locations and code. All pipes, manholes, laterals and other structures shall be identified using City naming convention. The operator's PACP certification number shall be recorded on the Reports.

The Contractor shall also prepare a Defect Assessment Report for each sewer segment that lists the individual pipe defects and assigns a defect "grade" using the NASSCO PACP Condition Grading System guidelines. The individual Defect Assessment Reports shall then be listed by category on a Defect Summarization Table spreadsheet.

The Defect Summarization Table shall list all categories of defects. It shall be capable of tabulating continuous and repeating continuous defect grades. The summarization spreadsheet shall have a category for both age-related constant defects and service lead-related defects.

The Defect Summarization Table shall then calculate the "Defect Ratio" for each sewer segment by dividing the totaled defects by the total length of each sewer segment. (Defect Ratio = Total Defect Grade/Total Length).

The Contractor shall provide to the City a cloud hosted data store of all videos/photographs, data during the execution of this contract. At the conclusion of the contract the contractor shall provide all collected data onto a suitable data storage device (external hard drive.) The devices shall be labeled to correspond with the hard copy.

Inspection Reports: Labels shall be permanent with complete project information. The Defect Assessment Report shall be in Adobe PDF. The Defect Summarization Table shall be viewable and editable using standard Microsoft Office software. An electronic database formatted to work with to the most recent PACP standards shall also be included with the submittal.

The City reserves the right to reject any or all televising and recording of sewer segments due to poor quality or clarity of defects. If necessary the Contractor shall re-inspect those segments as determined by the City at no additional cost to the City.

All video recordings, still images and reports shall become property of the City without restriction for copying, re-use or publication.

All inspection recordings and reports will be reviewed by the City. The City shall have the authority to reject all or any portion of recordings not conforming to Specifications. These areas shall be re-inspected at no additional charge.

**DETAILED SPECIFICATION
FOR
SEWER VIDEO INSPECTION**

5 of 5

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract item:

Pay Item

Pay Unit

Sewer Video Inspection, 12" to 90" Diameter

Linear Foot

Sewer video inspection will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for video inspection of existing sanitary sewer and shall include, but is not limited to, all minor traffic control, water, electrical bills, temporary plugging, disposal of debris, cleanup and any other applicable item required to successfully complete the inspection and assessment of the designated lines, as well as the required reporting and deliverables. Measurement of the actual number of feet inspected shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

If the inspection equipment cannot make full passage through the pipe during the inspection, the payment will be based on the actual length of sewer inspected from the wall of the starting access point.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

1 of 5

DESCRIPTION

The work shall consist of all labor, material, and equipment necessary to clean existing storm and/or sanitary sewers ranging in size from 8 to 90 inches in diameter. The work includes flushing, debris removal, root cutting, deposit cutting, grinding protruding break-in service connections, and remote televising of the sewer. Except as otherwise specified herein, all work shall be performed in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

The Contractor performing the work shall be a company specializing in performing sewer cleaning, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included cleaning, surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5 years' experience on projects similar to this Project and experienced using proposed equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

The work shall be performed under the supervision of personnel trained and certified in the use of the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PACP) for the inspection of sewer mains and Manhole Assessment and Certification Program (MACP) for the inspection of manholes.

A pre-cleaning video is required for all identified sewers. The City will review the preliminary video within 10 days of receipt and determine if sewer cleaning is required along each sewer section. The Contractor shall clean all sewers identified for cleaning and provide a post-cleaning video inspection.

The Contractor shall carry out his operations in strict accordance with all OSHA, MIOSHA, and manufacturer's safety requirements.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Proposed sequence and schedule, and sample resident/business notification letter.
2. Contractor's proposed safety program including confined space entry procedures, equipment calibration, and standard forms.

CLEANING

General

Where directed by the City, it shall be the responsibility of the Contractor to remove all internal deposits from the pipeline. This shall include dirt, debris, mud, bricks, mineral deposits, roots, pieces of broken pipe, etc. Cleaning of sewers shall be in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall notify the City immediately.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

2 of 5

The sewers shall be cleaned by using a high pressure water cleaning machine. A high pressure hose with a jet nozzle shall be introduced into the sewer so that a spray shall scour and clean the sewer line without applying internal pressure and damaging the pipe. The hose shall be self-propelled by a minimum water pressure of 1,000 psi. The jet nozzle hose, upon withdrawal, will scour the pipe, flushing light materials down the line and depositing heavy materials in the downstream manhole for removal. All debris shall be completely removed from the sewer and disposed of by the Contractor at his expense.

The Contractor shall furnish suitable power machinery which shall be used to remove tree roots, and deposits remaining after jet cleaning.

A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed.

The Contractor shall maintain detailed documentation of cleaning efforts on each sewer segment. Such documentation shall be made available to the City at any time.

Sewers to be cleaned may be located in difficult to access locations. The Contractor shall review the sewer locations to determine how best to access, clean and televise the sewers. Easement machines or similar remote access equipment may be required.

The Contractor shall notify potentially impacted businesses and residents regarding the Project, in advance of the Work. The Contractor shall provide a cleaning crew on call for any emergency situations during the Work.

All water necessary for the cleaning operations shall be furnished by the City at agreed fire hydrant locations. Contact the Wheeler Center: 4251 Stone School Road at 734-794-6350 for procedures and fees for the hydrant meter, backflow preventer, and hydrant meter cage. All fees and water use charges shall be paid by Contractor. Hydrants used by the Contractor shall be pumped down by the Contractor to prevent freezing. Frozen hydrants that were used by the Contractor and not properly closed or pumped down shall be repaired by the Contractor at no additional cost.

Material Removal & Disposal

Sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section shall not be permitted, unless approved by the City due to limited manhole access. Under no circumstances shall sewage solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

DETAILED SPECIFICATION FOR SEWER CLEANING

3 of 5

All solid and semi-solid material removed from the sewers shall be loaded and hauled by the Contractor to a pre-approved waste disposal location secured by the Contractor. The City shall be provided a copy of all manifests. Any costs or fees associated with the disposal of the material, including material testing shall be paid by the Contractor. No additional payment will be made for disposal fees and shall be incidental to the cleaning of the sewers. The Contractor shall provide for the discharge of the liquid removed the manholes and using an approved manhole as specified by the City. No debris shall be allowed to pass on to downstream portions of the sewer system. The Contractor will be responsible to clean downstream sewers at his own expense if debris is allowed to pass beyond the work area.

Root Removal

Roots shall be removed from all sewer sections identified to be cleaned where root intrusion is a problem. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may only be used by the Contractor with prior approval of the City.

Line Obstructions

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, protruding branch connections or broken pipe. If video inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, then the Contractor shall immediately notify the City.

Services which protrude more than 3/4-inch into the sewer lines shall be ground down as flush as possible with the wall of the sewer. Grinding shall be done with equipment operating inside of the sewer and shall not cause damage to the sewer or the service being ground. If the protruding service is in such condition that grinding is not possible or if the condition of the sewer is such that repairs cannot be performed from inside the sewer, then the Contractor shall immediately notify the City of the condition.

Cleaning Precautions

The Contractor shall supply a notice to be hand delivered to residents and business owners with information on the sewer cleaning operations and precautions. A draft of the notice shall be submitted to the City for approval prior to use. The Contractor shall assist in delivery of this notice and coordinating the schedule of work to ensure that this notice will be delivered before any sewer line cleaning is started. The Contractor shall ensure that every user is so notified. Notification shall include telephone number(s) for contacting the Contractor at any time, day or night.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. If such back-ups or flooding occurs, it shall be the Contractor's responsibility to respond, coordinate, and pay for, any cleaning and or restoration of private property.

Site Access

The Contractor may be requested to clean sewers that are located in difficult to access locations with 1,500 feet or greater between manholes. Therefore, the Contractor's equipment shall be heavy-duty municipal or industrial type with the capability of cleaning at least 1,500 feet continuously from one manhole setup. The Contractor shall review the sewer locations to determine how best to access, clean and televise the sewers. Easement machines or similar remote access equipment may be required.

DETAILED SPECIFICATION FOR SEWER CLEANING

4 of 5

If cleaning locations require access through side yard easements, the Contractor shall be responsible for coordinating access with the impacted property owners and will be assisted by the City during this process.

Final Acceptance

Acceptance of sewer line cleaning shall be made upon the successful completion of the final CCTV investigation and shall be to the satisfaction of the City. If CCTV investigation shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and reinvestigate the sewer line until the cleaning is shown to be satisfactory.

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract items:

Pay Item

Pay Unit

Normal Sewer Cleaning, 6" to 90" Dia.

Linear Foot

Normal Sewer Cleaning will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing sanitary sewer so that the sewer is ready for the final televising. This item of work shall include removal of settled deposits and obstructions up to the limits identified below by sewer diameter:

- Up to 12-inches 25%
- 13- to 24-inches 15%
- 25- to 40-inches 10%

The settled deposits and obstructions shall be removed by an unlimited number of passes of a hydraulic flusher and collected for removal at the downstream manhole. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This item does not include root cutting, deposit removal, or grinding of protruding service connections. All video inspection necessary to verify the cleanliness of the lines shall be incidental to this item of work.

Measurement of the actual number of feet cleaned shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

**DETAILED SPECIFICATION
FOR
SEWER CLEANING**

5 of 5

Pay Item

Heavy Sewer Cleaning, 6" to 90" Dia.

Pay Unit

Linear Foot

Heavy Sewer Cleaning will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing sanitary sewer so that the sewer is ready for the final televising. This item of work shall be paid for sewers requiring continuous rodding, root cutting, deposit removal or cleaning above the limits identified under the "Normal Sewer Cleaning" Pay Item.

Measurement of the actual number of feet cleaned shall be made based on the distance from the wall of the starting access point to the wall of the finishing access point.

Pay Item

Extra Heavy Sewer Cleaning

Pay Unit

Hour

Extra Heavy Sewer Cleaning will be paid for at the Contract Unit Price on a per hour basis and will be paid in addition to the unit price for Normal Sewer Cleaning or Heavy Sewer Cleaning. It shall be paid only for those sewers that require additional services beyond continuous rodding, root cutting, or deposit cutting as defined under the "Heavy Sewer Cleaning" Pay Item.

The use of "Extra Heavy Sewer Cleaning" shall be agreed upon by both the construction observer and the Contractor, and shall be pre-approved by the City. It shall only be utilized for abnormal cleaning circumstances beyond those described under the "Normal Sewer Cleaning" and "Heavy Sewer Cleaning" Pay Items.

Pay Item

Cutting Protruding Service Leads

Pay Unit

Each

Cutting Protruding Service Leads will be paid for at the Contract Unit Price per each service lead cut. This item of work shall include all labor, equipment and material necessary to cut protruding laterals and remove roots and/or mineral deposits in laterals that intrude into the sewer main. Contractor shall cut back any size service lead protrusions and remove roots/mineral deposits to a maximum protrusion of 1/4". This work shall be accomplished with video monitored remote controlled cutting devices, or other approved method. Use of video monitoring shall be included in this item of work.

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

1 of 4

DESCRIPTION

The work shall consist of all labor, material, and equipment necessary to clean existing storm weir walls. There are numerous weir walls within large diameter sewers throughout the City. The work includes debris removal. Except as otherwise specified herein, all work shall be performed in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

The Contractor performing the work shall be a company specializing in performing sewer cleaning, and shall have a minimum experience of at least three other projects of similar size and scope within the last five years that included cleaning, surveying, processing, and interpretation of data associated with CCTV inspections. The Contractor shall assign a Crew Chief with a minimum of 5 years' experience on projects similar to this Project and experienced using proposed equipment for this Project. If experience level cannot be met because of new equipment or technology proposed for Project, then submit training and experience information for consideration.

The Contractor shall carry out his operations in strict accordance with all OSHA, MIOSHA, and manufacturer's safety requirements.

Submittals

Prior to initiation of work, the Contractor shall submit for City review and approval the following:

1. Proposed sequence and schedule, and sample resident/business notification letter.
2. Contractor's proposed safety program including confined space entry procedures, equipment calibration, and standard forms.

After completion of the work, the contractor shall submit an inspection report for City review and approval.

CLEANING

General

Where directed by the City, it shall be the responsibility of the Contractor to remove all internal deposits from the weir walls. This shall include dirt, debris, mud, bricks, mineral deposits, etc. Cleaning of sewers shall be in accordance with the City of Ann Arbor Public Services Area Standard Specifications, and as directed by the City.

It is recognized that there are some conditions such as major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall notify the City immediately.

DETAILED SPECIFICATION FOR GREEN INFRASTRUCTURE CLEANING

2 of 4

The storm weir walls shall be cleaned by using a vac truck. Cleaning of the weir walls requires the cleaning of the upstream sewer. Please refer to the Sewer Cleaning specification. All debris shall be completely removed from the sewer and disposed of by the Contractor at his expense.

The Contractor shall maintain detailed documentation of cleaning efforts on each storm weir wall. Such documentation shall be made available to the City at any time.

Weir walls to be cleaned may be located in difficult to access locations. The Contractor shall review the sewer locations to determine how best to access and clean each weir wall. Easement machines or similar remote access equipment may be required.

The Contractor shall notify potentially impacted businesses and residents regarding the Project, in advance of the Work. The Contractor shall provide a cleaning crew on call for any emergency situations during the Work.

All water necessary for the cleaning operations shall be furnished by the City at agreed fire hydrant locations. Contact the Wheeler Center: 4251 Stone School Road at 734-794-6350 for procedures and fees for the hydrant meter, backflow preventer, and hydrant meter cage. All fees and water use charges shall be paid by Contractor. Hydrants used by the Contractor shall be pumped down by the Contractor to prevent freezing. Frozen hydrants that were used by the Contractor and not properly closed or pumped down shall be repaired by the Contractor at no additional cost.

Material Removal & Disposal

Sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the area being cleaned. Under no circumstances shall sewage solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

All solid and semi-solid material removed from the sewers shall be loaded and hauled by the Contractor to a pre-approved waste disposal location secured by the Contractor. The City shall be provided a copy of all manifests. Any costs or fees associated with the disposal of the material, including material testing shall be paid by the Contractor. No additional payment will be made for disposal fees and shall be incidental to the cleaning of the sewers. The Contractor shall provide for the discharge of the liquid removed the manholes and using an approved manhole as specified by the City. No debris shall be allowed to pass on to downstream portions of the sewer system. The Contractor will be responsible to clean sewers at his own expense if debris is allowed to pass beyond the work area.

Cleaning Precautions

The Contractor shall supply a notice to be hand delivered to residents and business owners with information on the sewer cleaning operations and precautions. A draft of the notice shall be submitted to the City for approval prior to use. The Contractor shall assist in delivery of this notice and coordinating the schedule of work to ensure that this notice will be delivered before any sewer line cleaning is started. The Contractor shall ensure that every user is so notified. Notification shall include telephone number(s) for contacting the Contractor at any time, day or night.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to

DETAILED SPECIFICATION FOR GREEN INFRASTRUCTURE CLEANING

3 of 4

provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. If such back-ups or flooding occurs, it shall be the Contractor's responsibility to respond, coordinate, and pay for, any cleaning and or restoration of private property.

Site Access

The Contractor may be requested to clean sewers that are located in difficult to access locations. Therefore, the Contractor's equipment shall be heavy-duty municipal or industrial type. Contractor shall review the weir wall locations to determine how best to access and clean the structures. Easement machines or similar remote access equipment may be required.

If cleaning locations require access through side yard easements, the Contractor shall be responsible for coordinating access with the impacted property owners and will be assisted by the City during this process.

Inspection Reports

Contractor shall complete an inspection report for each storm weir wall, each report shall include the following:

1. Measurement of the actual volume of material removed from the structure.
2. Field observations that outline the accessibility of each structure, the amount of settled deposits vs trash observed, and any other general observations unique to each structure.
3. Photos of each structure prior to and after cleaning. This item is only applicable to storm weirs.

Final Acceptance

Acceptance of storm weir wall cleaning shall be made upon the successful completion of the final report and shall be to the satisfaction of the City. If report shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and reinvestigate the sewer line until the cleaning is shown to be satisfactory.

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract items:

**DETAILED SPECIFICATION
FOR
GREEN INFRASTRUCTURE CLEANING**

4 of 4

<u>Pay Item</u>	<u>Pay Unit</u>
Weir Wall Cleaning	Each

Weir Wall Cleaning will be paid for at the Contract Unit Price per each structure cleaned. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing weir wall and providing report. This item of work shall include removal of all debris, settled deposits, and trash. Cleaning and video inspection of the sewer is not included in this pay item.

**DETAILED SPECIFICATIONS
FOR
GENERAL CONSTRUCTION NOTES**

1 of 1

The following notes pertain to all Plan sheets issued as part of this Contract, and these notes shall be considered part of each Plan sheet or Detailed Information Sheet.

1. All work shall conform to latest revision of the City Standard Specifications.
2. The Contractor shall maintain access to all drives throughout the course of construction. Drives shall never be closed during non-working hours, unless otherwise authorized in writing by the City.
3. The Contractor shall completely restore all existing site features to better than, or equal to, their existing condition.
4. The Contractor shall be aware that there are above-ground and below-ground utilities existing in and on these streets which include, but are not limited to: gas mains and service leads; water mains and service leads; storm sewer mains and service leads; sanitary sewer mains and service leads; telephone poles, wires, cables and conduits; electrical poles, wires, cables and conduits; cable television wires, cables and conduits, and other various utilities. The Contractor shall conduct all of its work so as not to damage or alter in any way, any existing utility, except where specified on the Plans or where directed by the City.
5. No extra payments or adjustments to unit prices will be made for damages, delays, costs and/or charges due to existing utilities, structures, features and/or site conditions not shown or being incorrectly shown or represented on the Plans.

DETAILED SPECIFICATION FOR TRAFFIC CONTROL

1 of 3

DESCRIPTION

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City Standard Specifications, except as modified herein.

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights as required on the project for the safety and protection of local traffic. This includes, but is not limited to, temporary advance, regulatory, and warning signs; barricades and channelizing devices at intersections and on streets where traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets, and traffic control devices for moving construction operations.

MATERIALS, EQUIPMENT, AND METHODS

The work of Traffic Control shall include, but not be limited to:

- The furnishing and operating of lighted plastic drums
- The furnishing and operating of Type III lighted barricades
- The furnishing and operating of all temporary "Type B" signs
- The furnishing and operating of arrow panels as required by the City
- The furnishing of signposts and installation of No Parking signs
- The furnishing and operating of miscellaneous signs, warning devices, flag-persons, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with the City to have meter heads removed and reinstalled;
- Maintaining pedestrian traffic;
- Temporarily covering traffic controls;
- Temporarily covering existing signs as directed;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

Materials and equipment shall meet the requirements specified in the above-designated sections of the MDOT Standard Specifications.

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the City. The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of flag-persons, channelizing devices, and signs as necessary, as directed by the City, and in accordance with MMUTCD.

Local access shall be maintained at all times for emergency vehicles, refuse pick-up, mail delivery, school buses, and ingress/egress to public and private properties.

**DETAILED SPECIFICATION
FOR
TRAFFIC CONTROL**

2 of 3

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I barricades shall be placed by the Contractor, as directed by the City. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the City.

The contractor shall schedule and conduct all work operations such that sidewalks and driveways will remain open along one side of each street being worked upon while work is on-going on the opposite side. The Contractor shall maintain an accessible route at all times as defined within the Americans with Disabilities Act along each street upon which construction is occurring.

All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. The Contractor shall replace missing traffic control devices immediately, at no additional cost to the City.

All existing signs, and signs erected by the City of Ann Arbor on this project shall be preserved, protected, and maintained by the Contractor. Existing City owned signs which are damaged by the Contractor during the work will be repaired by the City at the Contractor's expense.

A lane-closure permit shall be obtained by the Contractor from the City at least 48 hours in advance of any proposed lane or street closing. No street or lane closures shall be performed without the written approval of the City, a minimum of one week in advance of the work.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the City. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the City. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

The Contractor shall temporarily cover conflicting traffic and/or parking signs when directed by the City.

Parking violation citations issued to the Contractor, subcontractor and material suppliers, including their employees, shall be enforced under appropriate City Code.

The Contractor shall replace missing or damaged traffic control devices, as directed by the City. When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

DETAILED SPECIFICATION FOR TRAFFIC CONTROL

3 of 3

The Contractor shall furnish and operate all lighted arrow boards; lighted plastic drums; type III barricades; and Type B temporary signs as directed by the City. Specifically:

- Lighted Arrow boards shall be type A or B as directed by the City, and shall be electric powered (either battery or solar). Motor generators using gasoline, diesel, LP gas, or other such fuel are not approved for use.
- Type III Barricades shall have standard orange-and-white stripes on both sides of the barricade.
- “Construction Ahead” warning signs shall be placed as directed by the City prior to the start of work, regardless of the nature, magnitude, or duration of the work.

Sufficient signs shall be provided by the Contractor to insure the safety of the workers and the general public in accordance with the current MMUTCD.

Prohibiting Parking

On occasions where the Contractor shall need to reserve parking areas for staging equipment, prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the City. The Contractor shall obtain a permit for “Temporary Permission of Reserve Parking Lane for Work Related Purposes” from the City of Ann Arbor Project Management Services Unit. This permit shall be obtained a minimum of 5 days prior to the posting of No-Parking signs.

The City will furnish No-Parking signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the City. The Contractor shall install the signposts at least 2-feet deep into the ground, and there shall be a minimum 6-feet and maximum 7-feet clearance maintained between the bottom of the sign and the ground. The signs shall be placed at 75-foot intervals (or as necessary) to eliminate parking in the construction area.

The installation of No-Parking signs shall be in accordance with the permit. No-Parking signs shall be installed by the Contractor, as directed by the City, **at least 48 hours prior to the proposed start-of-work/enforcement date.**

No-Parking signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be back charged to the Contractor.

No-Parking signs shall be covered by the Contractor, thereby allowing on-street parking, until between 48 and 36 hours prior to the start of the work. No-Parking signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

Where there is metered parking, the Contractor shall install meter bags.

Costs for all traffic control work will not be paid for separately, but shall be included in the bid price of the Contract Item “General Conditions.”

<u>Pay Item</u>	<u>Pay Unit</u>
Standard Traffic	per day
Complex	per day
Special-	per day

- **Standard Traffic Control** - Shall be paid per day and includes up to twelve advanced warning signs and all cones/tubular markers/barrels/barricades necessary to safely direct traffic through the work site per the current MMUTCD requirements. Standard Traffic Control shall be the minimum required traffic control measure in place during all roadway-based work.
- **Complex Traffic Control** – Shall be paid as a per day surcharge in addition to “Standard Traffic Control” and shall include all the necessary components of “Standard Traffic Control” plus the addition of one (1) lighted type “B” arrow board.
- **Special Traffic Control** - Shall be paid as a per day surcharge in addition to “Standard Traffic Control” and shall include all the necessary components of “Standard Traffic Control” plus the addition of up to three (3) lighted type “B” arrow board and flaggers as required.

Traffic control will be paid for at the Contract Unit Price per day. Price paid shall be payment in full for all labor, material, and equipment required for cleaning of existing weir wall and providing report. This item of work shall include removal of all debris, settled deposits, and trash. Cleaning and video inspection of the sewer is not included in this pay item.

**DETAILED SPECIFICATION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL MEASURES**

1 of 1

The Contractor shall furnish, place, maintain and remove soil erosion and sedimentation control measures, including but not limited to, fabric filters at all drainage structures, all in accordance with all applicable City (and other governmental agencies) codes and standards, as directed by the City, as detailed in the Standard Specifications, and as shown on the Plans.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

ATTACHMENT J

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 202_, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
- (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 202_.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 202_, for _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

APPENDIX A

SAMPLE PURCHASE 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:

GENERAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR

FOR TELEVISIONING AND SEWER CLEANING

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 Public Services Area/Public Works Unit.

Contract Administrator means Paul Matthews, 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 2023 Televisioning and Sewer Cleaning.

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 XII. 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 Televising and Sewer Cleaning

("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents ("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits

Request for Proposal No. _____ and all Addendum thereto (if any)

Bid Proposal of Contractor, dated _____, and restated and attached as Exhibit A.

The Contract Documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the Contract Documents, the requirement(s) of the document listed first above shall prevail over any conflicting requirement(s) of a document listed later.

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 on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed _____ (\$_____). 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) 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 which 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-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. WAGE REQUIREMENTS

Under this Agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Agreement and the Ann Arbor City Code of Ordinance are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

VIII. NON-DISCRIMINATION

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 Title IX 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.

IX. REPRESENTATIONS AND 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 licenses (if applicable) necessary to perform the Services it is to provide 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 it is to provide pursuant to this Agreement.
- D. The Contractor certifies 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 certifies 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 bid was made in good faith, it arrived at the costs of its bid 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 bid 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.

X. 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.

XI. 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.

XII. 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 IX 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.

XIII. 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.

XIV. NOTICE

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

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

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

City of Ann Arbor
Brian Steglitz, Public Services Area Administrator
301 E. Huron St.

Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XV. 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.

XVI. 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.

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, and the other Contract Documents, 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 _____

This ____ day of _____, 20____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ____ day of _____, 20____

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

Brian Steglitz,
Public Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A
SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

**EXHIBIT B
COMPENSATION**

(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 provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

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

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
 Bodily Injury by Disease - \$500,000 each employee
 Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 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 Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Completed Operations Aggregate

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

B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess,

including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.