

REQUEST FOR PROPOSAL

RFP # 18-27

Water Meter Replacement

City of Ann Arbor
Public Services Area
Public Works Unit



Due Date: October 4, 2018 by 10:00 a.m. (local time)

Issued By:

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

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is requesting proposals for the replacement of existing water meter infrastructure throughout the City.

See Section II, Scope of Services, for a detailed task overview.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

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 September 20, 2018 at 10:00 a.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Chris Elenbaas,
Public Works Engineer - CElenbaas@a2gov.org

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

Should any prospective respondent be in doubt as to the true meaning of any portion of this RFP, or should the respondent find any ambiguity, inconsistency, or omission therein, the respondent 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 respondent's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: September 12, 2018 at 2:00 p.m.

WHERE: Wheeler Service Center

4251 Stone School Road, Ann Arbor, Michigan 48108

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with

prospective proposers and to answer any questions concerning RFP 18-27. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

Proposals should be prepared simply and economically providing a straightforward, concise description of the respondent'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 respondents, 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 contractor to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of October 22, 2018**. Respondent must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the contractor's 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, October 4, 2018 at 10:00 a.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. 18-27 – Water Meter Replacement”** and list the respondent’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 proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Respondents are responsible for submission of their proposal. Additional time will not be granted to a single respondent. However, additional time may be granted to all respondents 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**
- **Attachment H – City of Ann Arbor Prevailing Wage Declaration of Complicance**

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 do not provide these forms outlined directly above only 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 respondent's 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 respondent's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All contractors 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 B 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 contractor must comply with all applicable requirements and provide documentary proof of compliance when requested.

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. Use of the Prevailing Wage Form provided in the Attachment section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before bids are due shall apply to this contract. The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this RFP the Construction Type of Building will apply. Laborers performing meter replacement work will be considered a Common or General Laborer under the above identified wage determination.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the respondent complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected respondent 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 respondent prior to the execution of a General Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, respondent 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 respondent must clearly state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the respondent to the Purchasing Manager. The Purchasing Manager will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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 / Time
Pre-Proposal Meeting	September 12, 2018, 2:00 p.m.
Written Question Deadline	September 20, 2018, 10:00 a.m.
Addenda Published (if needed)	September 26, 2018
Proposal Due Date	October 4, 2018, 10:00 a.m.
Tentative Interviews (if needed)	Week of October 22, 2018
Selection/Negotiations	November 2018
Expected City Council Authorizations	December 2018

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 respondent 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 respondents.
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 respondents 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 is seeking proposals from qualified Contractors for the replacement of existing water meters and associated advanced metering infrastructure. The City has approximately 28,500 customer accounts spread out over a 28.7 square mile area. This project will be implemented over multiple years and consist of the replacement of approximately 26,650 water meters and transmission units throughout the City for residential, commercial, multi-family and industrial customers. A map of the City's water service area can be found in Attachment A.

It is the intent of the City to issue a single contract to the selected firm to provide all the necessary services and materials according to the specifications contained herein. The contractor will be responsible for adhering to all requirements of the specifications and for the performance of all sub-contractor(s).

B. DESCRIPTION

The Contractor shall provide all services necessary to replace existing water meters 2-inches and smaller installed prior to 2012 in the City of Ann Arbor. The work shall further include the replacement of automatic meter infrastructure (AMI) transmission units at the each meter. All base proposals must be submitted based on the City's continued use of the existing Aclara RF Network meter reading system for all water customers within its jurisdiction. Reference the specifications for detailed requirements for the project.

The base proposal must include furnishing all materials and labor associated with the replacement of water meters and existing AMI transmission units. During meter replacement, the contractor shall complete a Water Service Line Material Survey (copper, galvanized steel, plastic, etc.) and a Cross Connection Control Survey for each property.

Contractors shall be required to fully manage and implement all aspects of the replacement plan. This shall include complete project management, public engagement, scheduling of customer appointments, coordinating with City Staff, meter and transmission unit replacement, and data management.

The City will entertain alternatives to the Aclara fixed-network automated meter reading system. However, due to potential increased costs of switching AMI systems, a base proposal that retains Aclara as the AMI system must be provided with all meter replacement proposals.

Respondents are encouraged to provide a variety of solutions and schemes as they relate to the City's needs. This includes the proposal of multiple meter options (positive displacement, multi-jet, or solid state).

The City desires a system that offers a guarantee of non-obsolescence for a period of twenty (20) years. For this reason, an emphasis will be placed on product guarantees and product warranty statements provided by each contractor. Each system be considered based on Contactor qualifications, bid price, operational costs, and product capabilities.

C. FUNDING SCHEDULE

The City desires to spread the costs of the project over four fiscal years. The annual amount of work completed on this project shall be divided in the following proportions:

Fiscal Year 2019 (July 1, 2018 to June 30, 2019) – 25% of total funding

Fiscal Year 2020 (July 1, 2019 to June 30, 2020) – 25% of total funding

Fiscal Year 2021 (July 1, 2020 to June 30, 2021) – 25% of total funding

Fiscal Year 2022 (July 1, 2021 to June 30, 2022) – 25% of total funding

Contractor may propose a cost reduction to complete the project without any funding restrictions. See the fee proposal sheet for additional details.

D. SPECIFICATIONS

I. GENERAL

A. Contractor Qualifications

1. Contractor must have a demonstrated ability of managing large scale water meter replacements projects. This includes a proven track record showing the ability to meet deadlines and provide service and support to fulfill contract terms.
2. The Contractor shall be licensed by the appropriate authorities to handle and install all materials.

B. Quality Management

1. The Contractor shall implement a Quality Program that will at a minimum include as a minimum an endpoint check, inspection program, deficiency categories, deficiency resolution, deficiency communication.

C. Staff Qualifications

1. All staff interfacing with the public, entering private property or handling personal information of City residents will be required to undergo criminal background checks and will be required to have a Contractor photo ID badge issued by the City of Ann Arbor, which must be worn at all service appointments. Staff members will be

required to sign a release prior to the investigations. The City of Ann Arbor will be responsible for conducting the investigations.

II. WATER METERS

A. All cold water meters furnished shall be either positive displacement, ultrasonic or electromagnetic type. All meters shall be new and produced from an ISO 9001 manufacturing facility and shall conform to the requirements AWWA C700, C710 or C715.

B. Water meters preapproved for submittal include the following:

5/8" to 1"

- Neptune T-10 with ProCoder Register
- Sensus SR II with Electronic Register+
- Badger Recordall with HR-E Register
- Neptune Mach 10
- Sensus iPerl
- Badger E-Series

1.5" to 2"

- Neptune T-10 with ProCoder Register
- Sensus OMNI C2 with Electronic Register
- Badger Recordall with HR-E Register
- Badger E-Series

C. Alternate equivalent meters shall be submitted for review and approval by the City. The proposal package for any alternate meter shall include all background information on the submitted meter. The City reserves the right to reject any alternate meters submitted with a proposal.

D. Individual proposals may include multiple meter options. Differences in functionality shall be identified within the proposal. The separate fee proposal shall identify any cost difference between different meters.

E. If requested the respondent shall provide up to two sample meters for review by the City.

F. Fire Service meters shall be UL Certified for Fire Service Applications.

G. Meter Body

1. All meter bodies shall be made of a no-lead alloy or composite that meets ANSI/NSF 61 standard annex G.
2. If a composite meter body is installed, the Contractor shall be responsible for ensuring conductivity across the meter with a grounding strap.
3. The serial number shall be stamped on the meter body, appear on the register and coincide with the serial number on the test tag. Meter markings shall include size, model, direction of flow, and NSF 61 certification.
4. All meter bodies shall be guaranteed free from manufacturing defects in workmanship for the life of the meter.

H. Register

1. Register shall be encoder type.
2. Registration shall be in cubic feet with 0.01 cubic feet minimum resolution.
3. Register shall be appropriate for both inside and pit installations. If an alternate register is required for pit installations, identify this in the proposal and provide all added cost information for a pit register.
4. All registers shall be guaranteed in writing to be compatible with the fixed network transmitters selected by the City.
5. Value added data such as leak detection, tamper alerts, dry pipe warnings, and reverse flow detection are desirable. Any options that are not supported by register must be clearly stated in proposal. Preference will be given to meters that can support sending this additional data through the Aclara AMI system.
6. All meters shall be supplied with

I. Warranty

1. Meters shall be guaranteed to be free from defects in materials and workmanship for a period of one year. Housings shall be warrantied to retain their structural integrity for a minimum of 20 years from the date of shipment. Registers shall be warrantied for a period of 10 years from the date of shipment.

2. Meters shall be are warranted to meet or exceed standards of the AWWA Standard C700 for a period of five (5) years from for 5/8", 3/4" and 1" meters and for a period of two (2) years for 1 1/2" and 2" meters.
- J. All water meters shall be provided with necessary flanges, gaskets, bolts, etc. for installation.

III. Automated Water Meter Reading Network

- A. All contractors must provide a base proposal that includes the installation of new Aclara STAR Series 3400 Meter Transmission Units at all meter replacement locations. These units will utilize the existing Aclara communications network already installed throughout the City.
1. Costs for upgrading the City to the latest Aclara DCU II network shall be included in the proposal.
 2. A new propagation study shall be performed to determine if additional Aclara network infrastructure should be added. All costs for the study and necessary expansion of the existing system shall be included in the proposal.
 3. Proposal shall include costs for upgrading the the latest Aclara One cloud based software.
- B. Alternate automated meter reading systems may be proposed. The Contractor shall present the following information for any proposed alternate system:
1. Detailed cost proposal identifying all costs associated with installing and implementation of a new fixed network system.
 2. Transition plan for network conversion during the meter replacement project.
- C. Additional data including metered address points and existing AMI infrastructure locations is available from the City on request. Please e-mail to Chris Elenbaas at CElenbaas@a2gov.org to request this information.

IV. Meter Replacement

A. General

1. The City will prioritize neighborhoods or similar groupings for water meter replacement. The Contractor shall coordinate with the City to develop a final comprehensive meter replacement plan and schedule. The final replacement plan shall incorporate both the prioritization and funding restrictions as defined by the City, and shall be approved in writing by the City prior to commencing meter replacement work.
2. The City retains the right to reorganize priorities during the replacement program. Unless approved in writing by the City, the Contractor shall complete at least 90 percent of the installations in one section before commencing installation on subsequent areas identified in the approved replacement plan.

B. Existing Water Meters

1. Existing water meters are not guaranteed to be installed according to plumbing code or in accordance with acceptable plumbing practice.
2. In the event that the meter isolation valves are not operating properly or have not been previously installed, the Contractor shall attempt to isolate the meter using a freeze kit or similar method. If this is not successful, the Contractor shall contact the City to operate the curb box to turn off the water to the property. City staff are only available to turn off the water between the hours of 8:00 am and 5:00 pm on weekdays.
3. In some locations, the water meter may not be accessible. The Contractor shall note these locations and notify the City immediately.

C. Photo Documentation

1. Prior to removal of an existing meter, the Contractor shall take photos documenting the existing site conditions and existing meter. At a minimum, the photos shall include immediate work area, existing meter layout, and the face of the meter with the meter reading legible.
2. The contractor shall legibly write the address in permanent marker on the existing meter face prior to taking the photos. In all other photos, the contractor shall include a whiteboard with the legible address of the meter.

3. Once the installation is complete, take photos of the work area, including the new meter layout.
4. Photos shall be attached to all Cityworks Work Orders. In addition, the Contractor shall catalog all photos by property address and account number. At the completion of the project, the Contractor shall provide the entire photo catalog to the City.

D. Recordkeeping

1. Prior to the removal of the existing meter, note the following information:
 - a. Existing meter reading
 - b. Manufacturer, model and size of meter removed
 - c. Water meter model number
2. Once the new meter installation is complete, record the following information:
 - a. New meter reading at water meter
 - b. New meter manufacturer, model and size
 - c. Water meter model number
3. All information shall be input into the Cityworks Work Order. Contractor shall also be responsible to catalog all information by property address and account number.

E. Contractor shall install new wiring between the water meter and MTU. Utilize existing conduit and wiring pathways where they are available and practical to reuse. All wiring installations shall be completed in a neat and professional manner with good workmanship and in accordance with the National Electrical Code.

F. Payment will be made only upon the successful completion of the water meter replacement. All costs associated with the meter and MTU replacement will be incidental to the meter replacement line items.

G. Contractor must catalog and hold existing water meters for 2 billing cycles prior to disposal.

V. Water Service Line Material and Cross Connection Control Survey

- A. The Contractor shall complete a Water Service Line Material Survey and a Cross Connection Control Survey through the Cityworks integration. Development of the final survey forms in Cityworks will occur in coordination with the Contractor. Additional Cityworks integration requirements can be found in Paragraph IX.
- B. The Water Service Line Material Survey shall identify the material of the water service entering the building before the first shutoff valve or up to 18-inches inside the building, whichever is shortest. It will also identify the interior plumbing material after the water meter.
- C. The Cross Connection Control Survey shall identify properties with underground lawn sprinkler systems, fire suppression systems, boiler/heat exchangers, sump pumps, private wells and swimming pools.
- D. All costs for completing the surveys shall be included in the unit price for Water Service Line Material and Cross Connection Survey. Contractor will only be required to make observations in the general area of the water meter and only at properties where one or more water meters are to be replaced.

VI. Public Engagement & Call Center

- A. Details of the Contractor's public engagement efforts shall be included in the proposal submittal. At a minimum the Contractor shall include the scope of work identified below in the proposal.
- B. The selected Contractor shall hold a minimum of four (4) informational open house events to be scheduled in coordination with the City. The timing and location of the informational events shall be determined following review of the Contractor's proposed replacement schedule.
- C. The Contractor shall coordinate with the City to send a letter to all meter accounts providing general project information and links to the project website.
- D. The Contractor shall maintain a webpage on the City's website to provide information on the Water Meter Replacement project. At a minimum the website that provide the following functionality and information:
 - 1. A detailed description of Meter Replacement project.
 - 2. Responses to frequently asked questions.

3. Contact information for customers and hours of operation.
 4. Ability to schedule or review meter replacement appointments.
 5. Information for customers on how to verify identification of the meter installers.
 6. List of meter installers, including name and picture of each installer.
- E. The City must review and approve all information provided to residents through the public engagement process.
 - F. The Contractor shall provide a call center to coordinate customer contact. The call center phone number either shall be toll free or have a 734 area code. The call center shall be able to set up appointments, answer general questions related to the project (or take messages for call backs to address concerns) and be able to verify identity of Contractor staff. The Contractor shall also provide an email address for customers to contact the call center.
 - G. The call center shall be staffed by operators with experience in water meter replacement call center operations or by staff with sufficient training to perform call center work successfully. Submit training plan for call center staff.
 - H. At a minimum, the call center must remain open anytime appointments are scheduled to provide verification of Contractor identity. Minimum hours of operation be: Monday – Friday 7:30 am to 7:00 pm and Saturday 9:00 am to 1:00 pm.

VII. Customer Appointments

- A. The Contractor shall send an appointment request letter notifying customers within the upcoming meter replacement schedule group. Letter format to be approved by the City.
- B. Appointment Times
 1. At a minimum, the Contractor must schedule customer appointments during the following hours: Monday – Friday 7:30 am to 5:00 pm and Saturday 9:00 am to 1:00 pm. In addition, Contractor must offer customer appointments from 5:00 pm to 7:00 pm at least two nights per week. The call center must remain open during appointment installation times to provide verification of Contractor identification. At the Contractor's discretion, additional hours for appointments may be offered to customers.

2. Contractor should expect that some meter replacements will occur in the evenings and on weekends. No additional compensation will be provided for appointments that occur in the evening or on weekends.
 3. No work shall occur on City holidays.
 4. Once a customer has scheduled an appointment through the call center, the customer shall be given the option to have a verification of the appointment time emailed to them if they are willing to provide an email address to the call center.
- C. The Contractor shall include efforts to setup appointments for unresponsive accounts. Additional efforts following the initial mailing shall be identified in the proposal including a schedule and method of contact should an account be non-responsive. The Contractor shall provide the City with all customer accounts that are non-responsive after three attempts to schedule an appointment. The Contractor shall document the date and the method of all customer contact attempts.
- D. All work to setup appointments shall be the responsibility of the Contractor.
- E. At a minimum, letters and door hangers must contain the following information:
1. Name of Contractor
 2. Description of work to be performed
 3. Phone number for call center
 4. Hours of operation for call center
 5. Information to contact City of Ann Arbor Customer Service for additional information

VIII. Warranties

- A. The Contractor shall be responsible for City accepted work performed and materials supplied and installed or modified under the Agreement for a period of 1 year from the date of installation. The Contractor shall make all necessary repairs to the plumbing or damage that result from defective materials or workmanship.
- B. The Contractor shall be responsible for the integrity of the plumbing system connected to the Contractor's work and any damage caused as a result of the work performed for a period of 30 days after the installation. It shall be presumed that leaks reported to the Contractor or the City within this period of time is the result of the work performed and will need to be investigated

by the Contractor. Any repairs that are required as a result of the Contractor's work shall be the responsibility of the Contractor.

- C. Any pre-existing defects of the plumbing system that are found prior to the installation shall be documented on the work order by the Contractor and the Contractor's representative shall inform the City about these defects before any work is started and cease work at the site until direction from the City.
- D. AMI warranties provided in the awarded contract shall be with the Contractor until Final Completion. Thereafter the Contractor may transfer the warranty provisions to the AMI Contractor as approved by the City.
- E. Endpoints shall have a long-lasting lithium battery with a minimum 20 year warranty. The warranty on each Endpoint and battery shall include provision for the full replacement value of the Endpoint and/or battery should either/both of them fail within 10 years from its date of installation and reduced by 10% annually thereafter.

IX. Web Based Tracking and Cityworks Integration

- A. The City manages work assignments and locations through the asset management software, Cityworks. The selected Contractor will be required to utilize the City's Cityworks platform to convey work and survey information back to the City.
- B. The Contractor shall create and complete a work order for each water meter replacement. All information gathered during the replacement shall be included on the work order. The final template for the water meter replacement work order will be created in coordination between the City and Contractor.
- C. All of the Contractor's replacement staff shall be connected to the City's Cityworks web based system through a laptop or tablet connected through a cellular card. Tablets running either the Apple iOS or the Android platform support the Cityworks native mobile app. The Cityworks native mobile app is available for free through the respective platform's app stores.
- D. The City will provide the necessary Cityworks training and support to the Contractor.
- E. Contractor must have a web-based meter installation tracking system to manage and track the meter replacement program. This system should include a variety of project tracking statistics, installation data, problem logs, inventory tracking systems and progress reports. The Cityworks platform

can be used for this tracking or the Contractor may elect to implement another platform in addition to the Cityworks integration.

X. Meetings and Status Updates

A. Within 10 days of Notice to Proceed, the Contractor shall prepare an agenda for and attend a kickoff meeting with key City staff.

B. At a minimum, the kickoff meeting agenda shall include the following:

1. Project Management Structure
2. Introduction of Contractor and City staff with discussion of role of each person
3. List of major subcontractors and suppliers
4. Replacement schedule
5. Critical work sequencing
6. Procedures and processes for:
 - a. Field decisions
 - b. Submittals
 - c. Change orders
 - d. Applications for payment
 - e. Issuing Daily and Weekly Status Reports
 - f. Public Engagement
 - g. Call Center operations
 - h. Meter installation procedures
 - i. Resolving failed Meters/ MTUs

C. The project team shall have regular bi-weekly meetings during active meter replacement operations. The Contractor shall prepare and send out an agenda ahead of each progress meeting. At a minimum, agenda shall include the following:

1. Approval of minutes from previous progress meeting
2. Review of work since previous meeting
3. Project schedule update
4. Four week look ahead detailed schedule of work
5. Submittal status
6. Water Service Line Material and Cross Connection Survey
7. Request for Information (RFI) status
8. Change Order status
9. Customer complaints
10. Contractor issues
11. City issues
12. Date/time of next progress meeting

- D. Contractor shall issue minutes within 7 calendar days of meeting to all attendees.
- E. When replacements are occurring, the Contractor shall submit daily summary reports. Reports for each day shall be submitted via email to the City project team by noon of the following business day. Reports shall include:
 - 1. A list of all meter installations from the previous 24 hours, listed by customer account number and address.
 - 2. A plan for all meter and wire installations planned to be completed in the next 24 hours, listed by customer account number and address.
 - 3. A list of all problem installations and their current status.
- F. Throughout the entire project, Contractor shall submit weekly status reports. Reports for each week shall be submitted via email to the City project manager within three business days of the end of the week. Reports shall include:
 - 1. A list of all meter and wire installations from the previous week, listed by customer account number and address.
 - 2. A plan for all meter and wire installations planned to be completed in the next week, listed by customer account number and address
 - 3. A list of all problem installations and their current status.
 - 4. A list of all recorded customer complaints and their current status.
 - 5. A summary status of the number of meter and wire installations completed to date, listed by City area and benchmarked against the total for that area to calculate a percent complete for that area.
 - 6. A total of customer appointments for meter installation that have been scheduled benchmarked against the total appointments needed for that area.
 - 7. A description of any potential project issues, highlighting any that impact the project schedule or the total cost of the project.

XI. Payment Applications

- A. All payment applications require the following information:
 - 1. Backup information for payment items, such as a list of account numbers/addresses eligible for payment.
 - 2. Updated critical path schedule
 - 3. Copies of certified payroll for the payment period, submitted electronically.
 - 4. Contractor Declaration
 - 5. Subcontractor partial waivers of lien for the payment made on the previous payment application.

6. Verification that all necessary electronic information has been properly submitted through Cityworks, including all work orders, inspections, and photos.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Respondents 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 – 20 points

The written proposal must include a list of specific experience with meter replacement projects 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. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

Provide a detailed and comprehensive description of how the Respondent intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, meter and MTU replacement details, communication and coordination with the City, the working relationship between the contractor and City staff, and the company's general philosophy in regards to providing the requested services.

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

D. Fee Proposal - 20 points

Fee proposals shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to be provided on the fee proposal forms provided within this RFP. Additional costs beyond those identified on the fee proposal forms shall be clearly identified within attachments by the respondent. If multiple meter options are included in a single proposal, submit multiple water meter proposal forms and clearly identify the differences.

Fee schedules for any alternate AMI systems proposed shall be included with the sealed fee proposal.

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 Respondent, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and 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 respondents.

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 respondent, 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 C), 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 respondents 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 he or she is the person in the respondent's firm/organization responsible for the decision as to 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 respondent must acknowledge in its proposal all addenda it has received. The failure of a respondent to receive or acknowledge receipt of any addenda shall not relieve the respondent 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
Section 1: Water Meters

Respondent: _____

Meter Manufacturer: _____

5/8" to 1" Meter Model: _____

1-1/2" to 2" Meter Model: _____

Water Meters	Quantity	Unit	Unit Price	Total Cost
5/8" Meter	2,400	Each	\$ _____	\$ _____
5/8" x 3/4" Meter	19,200	Each	\$ _____	\$ _____
3/4" Short Meter	600	Each	\$ _____	\$ _____
3/4" Meter	550	Each	\$ _____	\$ _____
3/4" x 1" Meter	600	Each	\$ _____	\$ _____
1" Meter	1,750	Each	\$ _____	\$ _____
1-1/2" Meter	900	Each	\$ _____	\$ _____
2" Meter	650	Each	\$ _____	\$ _____
			Water Meter Subtotal	\$ _____

FEE PROPOSAL FORM
Section 2: Advanced Metering Infrastructure

Respondent: _____

Meter Transmission Units (MTU)	Quantity	Unit	Unit Price	Total Cost
Aclara Two-Way Series 3400 MTU	26,650	Each	\$ _____	\$ _____

Network Upgrades	Quantity	Unit	Unit Price	Total Cost
Upgrades to Existing Aclara Network	1	Lump Sum	\$ _____	\$ _____

Meter Transmission Unit and Network Upgrades Subtotal \$ _____

Alternate AMI System

*Pricing provided below only if submitting an alternate AMI system. Append additional pricing details for system implementation as necessary.

Meter Transmission Units (MTU)	Quantity	Unit	Unit Price	Total Cost
Alternate MTU	26,650	Each	\$ _____	\$ _____

Alternate Meter Transmission Unit Subtotal \$ _____

FEE PROPOSAL FORM
Section 3: Water Meter and Transmission Unit Replacement

Respondent: _____

Meter Replacement	Quantity	Unit	Unit Price	Total Cost
Replace 5/8" Meter and Transmission Unit	2,400	Each	\$ _____	\$ _____
Replace 5/8" x 3/4" Meter and Transmission Unit	19,200	Each	\$ _____	\$ _____
Replace 3/4" Short Meter and Transmission Unit	600	Each	\$ _____	\$ _____
Replace 3/4" Meter and Transmission Unit	550	Each	\$ _____	\$ _____
Replace 3/4" x 1" Meter and Transmission Unit	600	Each	\$ _____	\$ _____
Replace 1" Meter and Transmission Unit	1,750	Each	\$ _____	\$ _____
Replace 1-1/2" Meter and Transmission Unit	900	Each	\$ _____	\$ _____
Replace 2" Meter and Transmission Unit	650	Each	\$ _____	\$ _____

Water Meter and Transmission Unit Replacement Subtotal \$ _____

Water Service Line Material and Cross Connection Survey	Quantity	Unit	Unit Price	Total Cost
Per Property Survey	25,700	Each	\$ _____	\$ _____

Water Service Line Material and Cross Connection Survey Subtotal \$ _____

Optional Deduct for Removal of Funding Timeline Constraints \$ _____
 *Removal of requirement for project expenses to be split over four fiscal years. Contractor to provide alternate schedule with proposed duction for expediting the project.

SECTION IV - ATTACHMENTS

Attachment A – Project Figures

Attachment B - Legal Status of Respondent

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Living Wage Ordinance Poster

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Prevailing Wage Declaration and Certified Payroll Forms

**ATTACHMENT A
PROJECT FIGURES**

Figure 1 – City of Ann Arbor Water Service Area

Figure 2 – City of Ann Arbor AMI Infrastructure Locations

Figure 1 - City of Ann Arbor Water Service Area

For terms and conditions of use for this map see www.a2gov.org

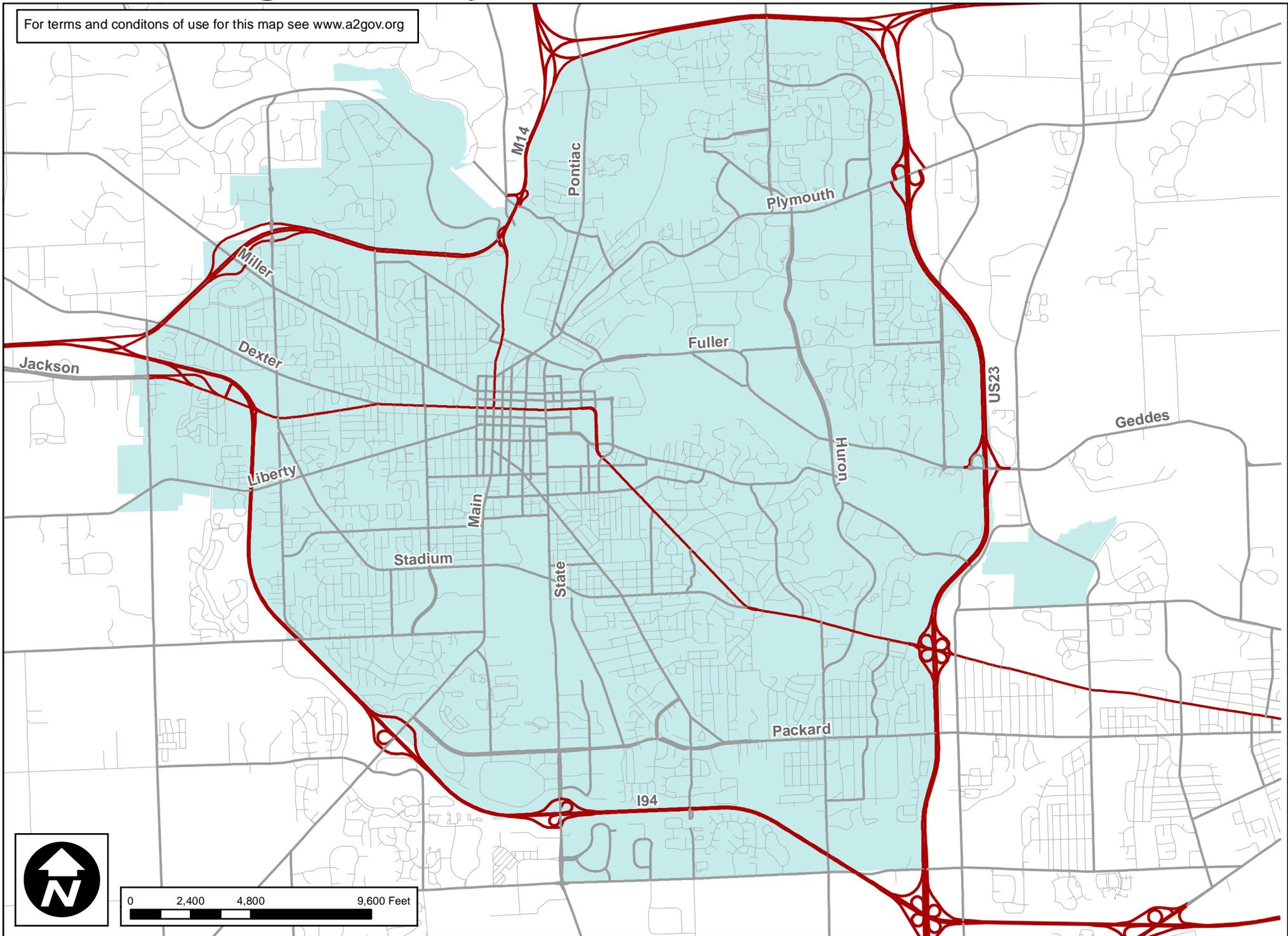
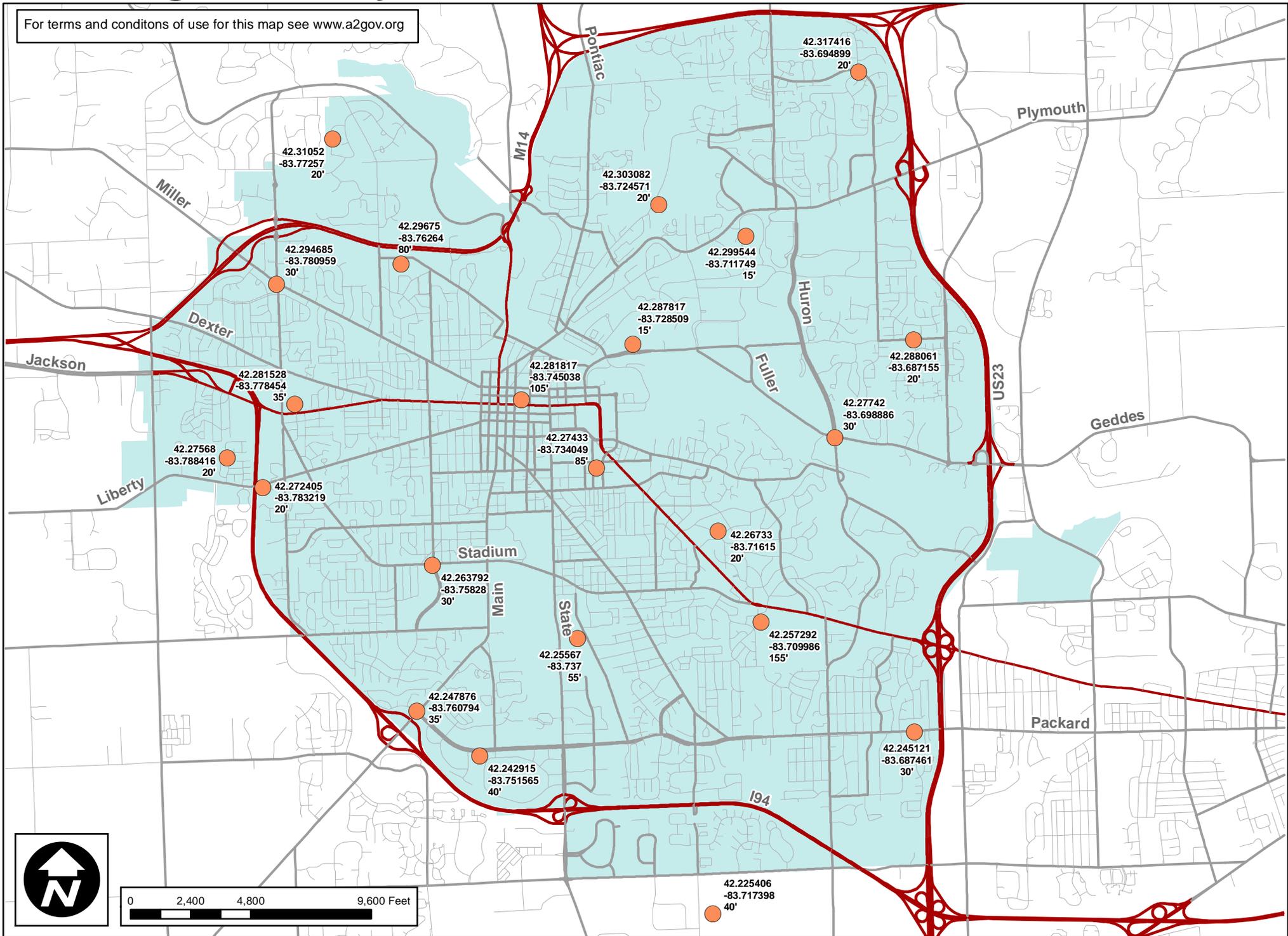


Figure 2 - City of Ann Arbor AMI Infrastructure Locations

For terms and conditions of use for this map see www.a2gov.org



**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(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.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT C - CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/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 \$14.75/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

- (a) 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.
- (b) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (c) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (d) 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 D

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019

\$13.22 per hour

If the employer provides health care benefits*

\$14.75 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**



ATTACHMENT E

Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <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 G

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.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE							(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h)		(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS					(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS		
			MON	TUE	WED	THU	FRI	SAT	SUN				GROSS PROJECT EARNED	GROSS WEEKLY EARNED		FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT			
NAME:									0				\$0.00									\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S							0				\$0.00									\$0.00	\$0.00
NAME:									0				\$0.00									\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S							0				\$0.00									\$0.00	\$0.00
NAME:									0				\$0.00									\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S							0				\$0.00									\$0.00	\$0.00
NAME:									0				\$0.00									\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S							0				\$0.00									\$0.00	\$0.00
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NAME:									0				\$0.00									\$0.00	\$0.00

APPENDIX A: SAMPLE GENERAL SERVICES AGREEMENT

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

**GENERAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St.
Ann Arbor, Michigan 48104 ("City"), and

("Contractor"), a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name

II. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article 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 _____
Type of service
("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, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits
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 listed above in any requirement(s), the requirement(s) of the document listed first 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 contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

IV. INDEPENDENT CONTRACTOR

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

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 contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. 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 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."

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.

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 perform or firm to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

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

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.

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.

FOR CONTRACTOR

By _____

Its _____

~~FOR THE CITY OF ANN ARBOR~~

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Service Area Administrator Type Name

By _____
Howard S. Lazarus, City Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall 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

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.

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 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.