

ADDENDUM NO. 1 DATED May 29, 2015

To the REQUEST FOR QUALIFICATIONS AND PROPOSALS Dated 5-14-15

To provide PARKING STUDY CONSULTING for the East Riverfront District Located in the CITY OF DETROIT

TO RFQ/P RESPONDENTS

This <u>Addendum #1 to the RFQ/P – Parking Study Consulting Services</u> is incorporated into the requirements and contract documents for the Economic Development Corporation of the City of Detroit's RFQ/P, dated May 14, 2015.

All terms and conditions of the RFQ/P Package, dated May 14, 2015 shall remain unchanged except as specifically changed or amended by the following:

- 1.0 Questions from the May 27, 2015 10 am pre bid meeting at EDC, and EDC responses as follows:
 - 1. Q: For this Parking Study, will EDC permit a consultant to be attached as a subconsultant to a Prime consultant's proposal, AND would EDC still receive and allow the consultant to submit a proposal as a prime, as well?

ANS: Yes

2. Will the City's Executive Order requirements be considered by the EDC:

ANS: Yes. Refer to the revised Part I General – Fair Employment Practices of the RFQP, noted below in Section 2.0 of this Addendum 1, and Attachment C, the Professional Services Agreement, paragraph 14.02.

- 3. Consultant is informed that the form of contract included in the rfqp is to make the proposing Consultant aware of the general terms and format of an EDC contract agreement. The final contract agreement offered by the EDC to the successful consultant may vary from the contract agreement in the rfqp package.
- 4. Shall the Consultant provide Standard professional Rates as part of its submittal?



ANS: Yes. The Consultant should provide singular, inclusive hourly rates, for each of the professional and employee classifications which may provide services under the contract to the EDC, as expressed in the revised Part II – Elements of the Proposal, included in Section 2.0 below.

2.0 ADDITIONS / CHANGES TO THE RFQP DOCUMENT

- 1. Replace Part II, Elements of the Proposal, items 2 B and 2 D, as attached to this Addendum 1.
- 2. Replace Part III Proposal form cover sheet to include identifying if Consultant or its subconsultant is a Detroit Based or Detroit Headquartered firm.

Document Changes on the following pages

PART I GENERAL

FAIR EMPLOYMENT PRACTICES:

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Consultant shall agree that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment or hire because of his/her religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Consultant recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its sub-consultants.

The Consultant shall agree to comply with City of Detroit Executive Orders Nos. 2014-4 and 2014-5 if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Human Rights Department pursuant thereto. . Executive Order Number 2014-4 directs City departments and authorities to impose a requirement on construction contracts that 51% of the workforce must be Detroit residents, and that 51% of the actual work hours are performed by Detroit residents. Executive Order 2014-5 directs City Departments and authorities to require its contractors and developers to provide at least 30% of the contract or project value through Detroit Based businesses.

The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City pursuant to this Article.

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PART II ELEMENTS OF THE PROPOSAL

PROPOSAL FORMAT:

- 1. Each
- 2. Notwithstanding the format of response utilized, the proposal shall include as a minimum the following elements:
 - A. An
 - B. A description of the Consultant's organization for this Project (in the form of an organizational chart) and its key personnel and Sub-Consultants to the Project. This description should include resumes of key personnel with descriptions of their experience, registrations and qualifications to provide the professional services requested in the Scope of Services, including but not limited to the qualifications of the proposing consultant, its personnel, and Sub-Consultant personnel, to provide a full set of traffic study services. Note: the replacement of key personnel by the Consultant or its Sub-Consultant, without the prior written consent of EDC, identified in Article 4 of the Professional Services Agreement (attached to and included with the RFP), will be considered grounds for termination in accordance with the provisions of this Agreement.
 - C. Part
 - D. The proposing consultant shall also provide a fee schedule and an equipment/supply schedule to be utilized for other additional services normally provided by the proposing consultant and any of its proposed Sub-Consultants that may be requested by the EDC for work beyond the base scope of services.



PART III PROPOSAL FORM

The undersigned (the Consultant), being familiar with and capable of fulfilling the requirements set forth in the "RFP to Provide Parking Study Consulting Services for the EAST RIVERFRONT Project (the "Project")"; and having examined the Project Area and being familiar with all local conditions affecting the Project and the services in this Proposal, hereby proposes to furnish all labor, materials, equipment, supplies, transportation and supervision necessary or incidental to the proper, complete and full provision of all services in accordance with the RFP Scope of Services identified on Attachment A-1:

Name of Proposing Consultant:		
Consultant's Address:		
Consultant's Telephone No.:	()	
Consultant's e-Mail Address:		
Consultant's status as a Detroit Hea	dquartered Firm	
Consultant's status as a Detroit Bas	ed Firm	
SUB -Consultant's status as a Detro	oit Headquartered Firm	
SUB- Consultant's status as a Detro	it Based Firm	

This proposal is submitted to:

Economic Development Corporation of the City of Detroit

500 Griswold, Suite 2200 Detroit, MI 48226

Attn: Will Tamminga- Project Manager



ATTACHMENT C STANDARD PROFESSIONAL SERVICES AGREEMENT

ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT PROFESSIONAL SERVICES AGREEMENT

WITH	

ARTICLE 14 Fair Employment Practices

14.02 The Consultant agrees to comply with City of Detroit Executive Orders Nos. 2014-4 and 2014-5 if applicable, and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Human Rights Department pursuant thereto. Executive Order Number 2014-4 directs City departments and authorities to impose a requirement on construction contracts that 51% of the workforce must be Detroit residents, and that 51% of the actual work hours are performed by Detroit residents. Executive Order 2014-5 directs City Departments and authorities to require its contractors and developers to provide at least 30% of the contract or project value through Detroit Based businesses.

The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City pursuant to this Article.

The Consultant shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, or sexual orientation.

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END OF ADDENDUM NO.1 –