

REQUEST FOR PROPOSAL

GIS BASED INVENTORY OF CITY-OWNED STREET TREES, SIGNS, LIGHTS AND TRAFFIC SIGNALS

June 20, 2008

RFP-710



City of Ann Arbor, Michigan
Public Services Area
100 N. Fifth Ave
Ann Arbor, MI 48107-8647

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SECTION I: GENERAL INFORMATION

Objective

The City of Ann Arbor, Michigan is hereby soliciting qualified firms or individuals to provide the Public Services Area with a **GIS BASED INVENTORY OF CITY-OWNED STREET TREES, SIGNS, LIGHTS AND TRAFFIC SIGNALS, RFP-710.**

Issuing Office

Procurement Unit, Financial Services
City of Ann Arbor
100 N. Fifth Ave., P.O. Box 8647
Ann Arbor, MI 48107-8647
(734) 994-2719

Contract Administration

Following the signing of a contract, all communication concerning the contract must be directed to:

Kerry Gray
Urban Forestry and Natural Resources Planning Coordinator
Systems Planning Unit, Public Services Area
City of Ann Arbor
100 N. Fifth Ave., P.O. Box 8647
Ann Arbor, MI 48107-8647
(734) 994-6178

PROPOSALS

One original and seven copies of the proposal must be submitted. The information included therein should be as concise as possible. The total submittal shall not be more than 50 pages, with material on two sides. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for proposals and/or separate fee proposals must be clearly marked "GIS Based Inventory of City-owned Street Trees, Signs, Lights and Traffic Signals, RFP-710." in bold type. The proposals must be submitted to the Purchasing Office.

To be considered, each firm must submit a response to this RFP using the format provided in Section 3. No other distribution of proposals is to be made by the submitter. An official authorized to bind the submitter to the proposal's provisions must sign the proposal in ink.

Each proposal must remain valid for at least one hundred twenty (120) days from the due date of proposals to this RFP.

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SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section 3. The evaluation will be completed by a selection committee composed of staff members from various units of the City.

The Selection Committee will initially evaluate responses to the RFP, based on criteria included in Section 3, to decide which Proposer(s), if any, they will interview. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Proposer(s) selected will be opened and reviewed before the interview(s). The selected Proposer(s) will have the opportunity to discuss in more detail their qualifications, their experience and fee proposal during the interview process. To decide the most qualified, capable and cost-effective Proposer, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

CHANGES IN THE RFP

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals. The person making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

PROPOSAL RECEIPT

Proposals must be received by the City of Ann Arbor, Procurement Unit, 5th Floor, City Hall, 100 N. Fifth Ave., Ann Arbor, Michigan 48107 on or before 2:00 pm on July 28, 2008. Prospective submitters are responsible for the timely receipt of their proposal. All proposals become the property of the City of Ann Arbor once reviewed, whether awarded or rejected. Late proposals will not be considered or accepted.

DISCLOSURES

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

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PROFESSIONAL SERVICES AGREEMENT

Consultants selected to do business with the City of Ann Arbor will be required to execute the standard Professional Services Agreement with the City (a sample agreement is included in Section 4, Attachment B). Proposal submitters must base their proposal on the assumption that, if selected, they will execute the Professional Services Agreement. **The City will not entertain requests to revise, amend, or change the language of the standard Professional Services Agreement**

COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Contract. Total liability of the City is limited to the terms and conditions outlined in the City-Consultant agreement, included in Section 4 of this RFP.

NON-DISCRIMINATION BY CITY CONTRACTORS

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Procurement Unit prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to 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 race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Unit concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Procurement Unit as having fulfilled affirmative action requirements for a period of six (6) months at which time the Procurement Unit will conduct another review. Other firms shall develop an affirmative action program in conjunction with the City of Ann Arbor's Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

LIVING WAGE REQUIREMENT

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann

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Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all proposals in whole or in part and to waive irregularity and/or informalities in any proposal and to make the award in any manner deemed in the best interest of the City.

NON-DISCLOSURE AGREEMENT

The selected firm(s) and employees of the firm(s) working on this project will be required to

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sing a Non-disclosure agreement with the City. This agreement will state that the firm will not release confidential City information to other parties without approval from the City, the firm will be responsible for keeping the information confidential, and the information will be returned to the City upon completion of the project.

SECTION 2: SCOPE OF WORK

INTRODUCTION AND OVERVIEW

The City of Ann Arbor, Michigan, is seeking proposals from qualified consultants to conduct a GIS based street tree, sign, light and traffic signal inventory. This inventory is intended to assist the City in future management and planning of these assets.

The scope of work has been divided into two components: the first component is a GIS based inventory of city-owned street trees; the second component is a GIS based inventory of city street signs, street lights, and traffic signals. While it is desired that one consultant will be chosen to complete both components, it is possible that more than one consultant will be selected based on their area of expertise. A joint proposal from multiple consultants to complete both components will also be accepted.

For the first component, inventory, inspect and provide maintenance recommendations for city-owned trees, stumps and planting locations located in the City right-of-way. The City right-of-way is defined as the area from the edge of the City street pavement inward toward the owner's property. It also includes city-owned alleys. The City has approximately 60,000 trees, stumps and planting locations along the City's right-of-way.

The second component includes an inventory, including attribution, of the City's signs, lights and traffic signals. It is estimated that there are approximately 35,000 signs and signals, 2400 light heads and 1400 poles.

When completed, both inventories will reside within the City's enterprise GIS. At present, the City's GIS is stored in ArcSDE 9.2 running SQL Server RDBMS. GIS data is viewed and analyzed via ArcGIS (Arc/Info and ArcView) and ArcIMS. Additionally, the City uses Azteca's Cityworks Maintenance Management System through ArcGIS for requesting, tracking and planning work activities on City assets.

The following scope of services is intended to conduct a GIS based inventory of the city-owned street trees, signs, lights and traffic signals that can be utilized by the City of Ann Arbor to plan and manage these resources.

SCOPE OF WORK

The consultant will be responsible for conducting a GIS based inventory of the street trees, signs, lights and traffic signals, including the following elements:

First Component: GIS Based City-owned Street Tree Inventory

- A. Create a GIS inventory of all trees, stumps and planting locations in the City owned right-of-way along the streets of Ann Arbor. This will include all of the approximately 400 miles of City-owned roads and alleys. Areas of naturalized vegetation will not be inventoried. The location of each tree/stump/planting location should be determined

within one meter. There are approximately 60,000 tree/ stump/ planting locations in the City.

B. Attribute each tree/stump/planting location. The data will be collected in accordance with the City's Tree data model. It is anticipated that minor modifications may be necessary to complete the project. Included attributes will be as follows:

- a. **Location:** Trees/stumps/planting locations will be incorporated by obtaining GPS coordinates. Additionally, each location should include information relative to road name, address, block side/corner location and XY coordinate.
- b. **Species:** Identify trees by genus and species using both botanical and common names and cultivar name, where appropriate.
- c. **Tree Size:** Diameter measured to the nearest inch measured at 4 ½ feet above the ground or diameter at breast height (DBH) and organized/recorded into one of the following diameter classes:

0-5"
6-10"
11-15"
16-20"
21-25"
26-30"
31-35"
35" or >

Tree height measured in feet and organized/recorded into one of the following height classes:

0-10'
10-20'
20-30'
30-50'
50-70'
70' or >

- d. **Condition:** Use criteria adapted from the International Society of Arboriculture's Guide to Plant Appraisal (9th Edition) as the basis for the field condition rating. Classifications must be done as follows: Excellent, Very Good, Good, Fair, Poor, Critical or Dead.
- e. **Maintenance Needs:** At least one maintenance category must be recorded for each tree/planting location/stump as follows:
 - i. **Priority One Tree Removal-** Defective trees, dead trees, hazardous trees that must be removed immediately.
 - ii. **Priority Two Tree Removal-** Trees that should be removed, but do not as great of a liability as Priority One Tree Removals.
 - iii. **Priority Three Tree Removal-** Trees that should be removed but pose minimal liability to persons or property (i.e. small dead trees, failed transplants, large trees that are poorly sited or inferior quality and pose minimal threat to community)

- iv. **Priority One Prune-** Trees that require removal of hazardous deadwood, hangers, broken branches, dead, dying or diseased limbs greater than 4 inches in diameter.
 - v. **Priority Two Prune-** Trees that have dead, dying, diseased or weakened branches between 2 and 4 inches in diameter.
 - vi. **Large Tree Routine Pruning-** Trees that require routine horticultural pruning to correct structural problems or growth pattern obstructing traffic or interfering with utility wires or buildings. Trees in this category have characteristics that could become risks if not corrected.
 - vii. **Small Tree Routine Pruning-** Trees that small growing (20 feet or less in height), mature and can be evaluated and pruned from the ground.
 - viii. **Training Pruning-** Young trees that are under 20 feet in height that must be pruned to correct or eliminate weak, interfering or objectionable branches in order to minimize future maintenance requirements.
 - ix. **Plant-** Location of vacant planting sites. Planting site locations should include size of right-of-way (must be a minimum of 4' wide) and presence of overhead utilities and underground utilities (if their presence can be determined). Planting locations have been identified by city staff and will be provided at the start of the project.
 - x. **Tree Stump Removal-** Location of tree stumps.
- C. The final tree inventory product delivered by the awarded vendor shall be delivered as a layer or set of layers using the City's Tree data model in personal or file geodatabase format. The final product will also be uploaded to the City's ArcSDE

Second Component: GIS Based Street Sign, Light and Signal Inventory

- A. Create a GIS inventory of all signs, lights and traffic signal locations in the City owned right-of-way along the streets of Ann Arbor. This will include all of the approximately 400 miles of City-owned roads. It is estimated that there are approximately 35,000 signs, and signals, 2400 light heads and 1400 light poles. Locations of signs, lights and signals should be within one meter.
- B. Attribute Each Sign, Light and Signal feature. The data will be collected in accordance with the City's Sign and Signal data model. It is anticipated that minor modifications may be necessary to complete the project. Included attributes will be as follows:
 - a. Signs
 - i. Condition, Subtype, Direction, Face Material, Sign Dimension, Shape, Color, Mount type, MUTCD code
 - b. Span Wire
 - i. Location, Street Name, Material, Condition
 - c. Signal Pole
 - i. Color, Diameter, Material, Condition
 - d. Pull Box
 - i. Dimension, Material, Condition
 - e. Traffic Cabinet
 - i. Size, Type, Material, Condition
 - f. Traffic Monitoring Camera

- i. Size, Condition
 - g. Traffic Detector
 - i. Type, Condition
 - h. Parking Meter
 - i. Location, Street Name, Condition
 - i. Pedestrian Button
 - i. Location, Street Name, Condition, Style
 - j. Pedestrian Head
 - i. Location, Street Name, Condition, Single Head or Double, LED or Incandescent, Filled or Outline Face
 - k. Signal Head
 - i. Location, Street Name, Condition, Size 8”or 12”, Number of Heads, Optically Programmable or Regular Style
 - l. Case Signs
 - i. Location, Street Name, Condition, Size, Legend
 - m. Street Lights
 - i. Location, Pole material, condition, lamp size, pole tag/number
- C. The final sign, light and signal inventory product delivered by the awarded vendor shall be delivered as a layer or set of layers using the City’s sign and signal data model in personal or file geodatabase format. The final product will also be uploaded to the City’s ArcSDE

SECTION 3: MINIMUM INFORMATION REQUIRED

The City reserves the right to not consider any proposal which is determined to be unresponsive or deficient in any of the information requested for evaluation.

A. PROFESSIONAL QUALIFICATIONS – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate 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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number 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 individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub consultants shall be included.
3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual project completion date and final cost of the project is to be included with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN – 35 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

D. FEE SCHEDULE – 15 points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include the names, titles, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. The consultants selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

The proposed fee must detail the costs for each of the tasks. The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Section 4 of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed.

E. AUTHORIZED NEGOTIATION

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

F. APPENDICES

1. Appendix A (Legal Status of Proposer), Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

G. PROGRAM EVALUATION

1. The Selection Committee may include representatives from the Public Services Area, Financial and Administrative Services Area, and the City Attorney's Office. Members of 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 not consider any proposal which 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 Proposers. 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.
2. The Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 5 members total. The interview shall consist of a presentation of approximately thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The firm will be re-evaluated by the above criteria (A through D) after the interview. After evaluation of the fee proposals, further negotiation with the selected candidate firm will be pursued leading to the award of a contract by City Council.

SECTION 4 APPENDICES

Appendix A - Legal Status of Proposer

Appendix B - Example Professional Service Agreement with Exhibits

APPENDIX A

LEGAL STATUS OF PROPOSER

(The Proposer shall fill out the appropriate form and strike out the other two.)

* 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.

* A partnership, list all members and the street and mailing address of each:

_____	_____
_____	_____
_____	_____
_____	_____

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal: _____
(Initial Here)

APPENDIX B

AGREEMENT BETWEEN

AND CITY OF ANN ARBOR FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue,
Ann Arbor, Michigan 48104 ("City"), and

,
a _____ with its address at _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

_____ ("Consultant"), agree as follows:

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

I. DEFINITIONS

A. Administering Department means _____.

B. Contract Administrator means _____ or whomever the Contract Administrator may from time to time designate.

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

D. Project means _____.
Project name; File and Subfile No.

II. DURATION

This agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this agreement.

III. SERVICES

A. The Consultant agrees to provide _____
(engineering and/or architectural)
professional services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

B. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant shall perform its Services for the Project in compliance with all applicable laws, ordinances and regulations. Unless otherwise noted, the Consultant shall perform its Services in accordance with the City's Public Services Area Standard Specifications.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$ _____. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
 - 3. Commercial General Liability Insurance" equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional

insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A.3 and V.A.4 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

VI. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C

B. Living Wage. The Consultant agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing Services to the City under this agreement a “living wage,” as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. The Consultant agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- B. The City may terminate this agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

XI. NOTICE

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Department, care of the Contract Administrator.

XII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

XIII. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this agreement.

XIV. 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.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and, at the option of the City, be delivered to, the City. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

For Consultant

By_____

Approved as to form and content

By_____
Stephen K. Postema City Attorney

For City of Ann Arbor

By_____
John Hieftje, Mayor

By_____
Jacqueline Beaudry, City Clerk

Approved as to substance

By_____
Roger Fraser, City Administrator

By_____
Sue F. McCormick, Director of Water Utilities

EXHIBIT A
SCOPE OF SERVICES

See Attached

Exhibit B

Fee Schedule

EXHIBIT C

FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of

non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Exhibit D
Living Wage Ordinance Excerpts

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of

financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.

- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage

levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**NON-DISCLOSURE AGREEMENT
BETWEEN (Consultant) AND THE CITY OF ANN ARBOR**

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 (“City”) is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as “Confidential Information”).

Whereas, (Consultant) (referred to as “Receiver”) is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of (Project).

It is hereby agreed:

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

(details of information to be given to the Consultant)

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as “need to know” in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as “need to know.”

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including

Non-Disclosure Agreement

any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

(Consultant)

By: _____

Roger W. Fraser Date

Its: City Administrator

By: _____

Date

Print Name: _____

Its:

Approved as to substance:

Sue F. McCormick

Public Services Area Administrator

Approved as to form:

Stephen K. Postema

City Attorney

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-M
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Office Contract Compliance Forms (attached).***

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/994-2719

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

→ NEW RATE EFFECTIVE APRIL 30, 2008←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$10.85 per hour **\$12.56** per hour
if the employer provides health if the employer does **NOT**
care benefits* 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 includes 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:***

Dee Lumpkin, Procurement Assistant
734/994-2719 or dlumpkin@a2gov.org LW-1

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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$10.85/hour when health care is provided, or no less than \$12.56/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2008.
- b) Please check the boxes below which apply to your workforce:
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
- OR**
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:

Procurement Office City of Ann Arbor
Phone: 734/994-2719 Fax: 734/994-1795