

**AGREEMENT BETWEEN  
TETRA TECH GEO  
AND THE CITY OF ANN ARBOR  
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E Huron Avenue, Ann Arbor, Michigan 48103 ("City"), and Tetra Tech Geo \_\_\_\_\_ ("Consultant") a(n) Virginia Corporation \_\_\_\_\_ (State where organized)(Partnership, Sole Proprietorship, or Corporation) with its address at 710 Avis Drive Ann Arbor, MI 48108 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**I. DEFINITIONS**

Administering Service Area/Unit means Systems Planning.

Contract Administrator means Cresson Slotten, 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 or delivered to City by Consultant under this Agreement

Project means 415 W. Washington Environmental Investigation.  
Project name; File and Subfile No.

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 2012, 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 professional engineering and consulting 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 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 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 in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the 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 and the City 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 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 Coverages, 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 in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under 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 Service Area/Unit 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 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 is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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) and specified in Exhibit D; 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. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as 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 specified in 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. 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.
- 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.

- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

**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 any right or obligation under this Agreement 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 Service Area/Unit, care of the Contract Administrator.

## **XII. CHOICE OF LAW**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

## **XIII. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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. 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.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XIV. 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.

## **XV. 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.

**XVI. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

By \_\_\_\_\_  
Michael Kovacich

Its \_\_\_\_\_  
Operations Manager

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig Hupy, Public Services Administrator

**Approved as to Form and Content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



## EXHIBIT A

### SCOPE OF SERVICES

**Description of Work:**

Based on the information provided in the RFP and the history of the site, the following tasks will be completed. A Gantt chart detailing the schedule, deliverables and required city resources and participations has been provided as **and** shall be part of the Description of Work.. A table identifying resources needed by task has been provided below as **Table 1**. This table includes individual staff and hours required to complete each task.

<b>415 West Washington Environmental Investigation</b>		<b>Patti McCall Site Assessment Advisor/Project Manager</b>	<b>Tammy Rabideau Remediation Advisor</b>	<b>Daniel Sopoci Hazardous Materials Advisor</b>	<b>Alison Rauss Support Staff</b>	<b>Marco Capodivacca Support Staff</b>	<b>Craig Dechy Support Staff</b>	<b>Sarah Dettloff Support Staff</b>	<b>Joy Gryzenia Support Staff</b>	<b>Bridget Kiser Project Administrator</b>	<b>Total by Task</b>
<b>Task 1 - Phase I ESA</b>		<b>12</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>3</b>	<b>87</b>
	Kickoff Meeting	2	0	0	2	0	0	0	0	0	4
	Site Walk and Drafting Document	8	0	0	25	14	0	0	28	3	78
	Progress Meeting with City Personnel	2	0	0	3	0	0	0	0	0	5
<b>Task 2 - Phase II ESA</b>		<b>11</b>	<b>4</b>	<b>0</b>	<b>22</b>	<b>14</b>	<b>82</b>	<b>32</b>	<b>8</b>	<b>4</b>	<b>177</b>
	MISSDIG and Joint Meeting	1	0	0	0	0	4	0	0	0	5
	Drilling and Well Installation	2	0	0	6	5	30	20	0	4	67
	Groundwater Sampling - Existing Wells	0	0	0	3	4	20	12	8	0	47
	New Well Sampling Monitoring Survey	0	0	0	2	0	10	0	0	0	12
	Draft Phase II Report	6	2	0	8	5	18	0	0	0	39
	Progress Meeting with City Personnel	2	2	0	3	0	0	0	0	0	7
<b>Task 3 - Hazardous Materials Survey</b>		<b>0</b>	<b>0</b>	<b>22</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>71</b>
	Site Walk	0	0	16	0	0	0	16	0	0	32
	Draft Document	0	0	6	3	12	0	18	0	0	39
<b>Task 4 - Planning Estimates For Remediation</b>		<b>10</b>	<b>10</b>	<b>0</b>	<b>11</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>
	Feasibility Study Outline	8	8	0	8	8	16	0	0	0	48
	Remedial Options Meeting	2	2	0	3	0	0	0	0	0	7

**Task 1: Phase I Environmental Site Assessment**

A Phase I ESA per the American Society for Testing and Materials (ASTM) Standard E1527-05 will be completed. This task includes historical review of documents: aerials, Sanborn maps, topographic maps, City Directory search and documents obtained through a FOIA request with the state and local offices. A site walk and interview with a knowledgeable site contact will be completed. Review of this information will be compiled in a Phase I ESA report outlining recognized environmental concerns (RECs).

The following is a list of assumptions included in this cost estimate for Task 1:

- The Phase I will be limited to what is visible and accessible during the site walk and will not include a wetland delineation.
- Site access will be coordinated through City of Ann Arbor personnel.
- Two meetings will be held with City personnel.
- Parking lots will be cleared of snow, if applicable.

## **Task 2: Phase II Environmental Site Assessment**

The Phase I ESA will identify areas that require investigation and result in a work plan to complete subsurface drilling for soil sampling and installation of temporary and permanent monitoring wells. The Phase II ESA will include a collection of static water levels, groundwater sampling from the existing monitoring well network, surface water sampling, subsurface investigation for soil sampling and temporary and permanent monitoring well installation and sampling and data evaluation.

As a cost and time savings strategy, TiGEO proposes performing portions of the Phase II ESA in conjunction with the Phase I fieldwork. TiGEO proposes to obtain static water levels from the existing wells, sample the existing monitoring wells and sample the surface water during the Phase I ESA process. This will provide information necessary to develop a more focused Phase II site investigation. Groundwater flow direction and containments will be determined from the existing monitoring well network before a subsurface investigation is completed. This information will be used to identify the location of soil borings and permanent monitoring wells.

After reviewing Phase II data and meeting with City personnel, the remaining Phase II field activities will be completed. Ten soil borings will be advanced up to 20 feet below grade for groundwater and soil sampling. For this proposal it is assumed that two soil and one groundwater sample will be collected from each boring. Permanent monitoring wells will be installed at three of these boring locations. Soil samples will be classified according to the United States Soil Classification System and screened in the field using a properly calibrated photoionization detector (PID). Any odors, sheens or other pertinent observations will be recorded in the field notes.

Prior to drilling activities, well permits will be obtained from the Washtenaw County Environmental Health Division. Utilities will be located in an onsite joint meeting between MISS DIG and the City of Ann Arbor utilities. After the drilling investigation, the soil borings and new and existing monitoring well locations will be surveyed. As a cost saving measure, it is proposed that the City of Ann Arbor surveyors will perform this work.

Static water levels will be recorded from the new and existing monitoring wells. Groundwater samples will be collected from the new wells and submitted for laboratory analysis. Phase II sampling will include laboratory parameters in accordance with the RFP Addendum #2 and include the following: sodium, chloride, volatile organic compounds, polynuclear aromatic hydrocarbons, polychlorinated biphenyls and the Michigan 10 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, copper and zinc). Samples will be collected from the following:

- One surface water sample;
- Ten groundwater samples from the existing monitoring well network;
- Ten groundwater samples from temporary monitoring wells installed in the soil borings;
- Twenty soil samples (two from each soil boring completed); and
- Three groundwater samples from newly installed monitoring wells.

After compiling data collected from the site, an evaluation will be completed to determine if any data gaps exist and whether additional delineation is necessary. A Phase II ESA report will be prepared.

The following is a list of assumptions included in this cost estimate for Task 2:

- Soil cuttings, purge and decontamination water will be containerized in Michigan Department of Transportation (MDOT) approved 55-gallon drums and staged at the site for future disposal;
- Washtenaw County well permits will be obtained;
- The City of Ann Arbor will survey existing and new well and soil boring locations;
- Offsite subsurface investigation will not be completed; all contaminants are onsite;
- All existing monitoring wells onsite are still in place and accessible;
- The number of existing monitoring wells is based on historical reports and is assumed to be ten;
- Ten borings will be advanced up to 20 feet below grade;
- Three new monitoring wells will be installed;
- Two meetings will be held with City personnel;
- Parking lots will be cleared of snow; and
- Soil borings will be backfilled with bentonite and hydrated to original grade.

### **Task 3: Conduct Hazardous Materials Survey of Buildings**

The sampling strategy and approach for the hazardous materials survey will be discussed in the project kick-off meeting. The hazardous building assessment is proposed as follows:

#### Asbestos Containing Materials (ACM)

TtGEO will perform a comprehensive survey of potential ACM pursuant to the United States Environmental Protection Agency (U.S. EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) promulgated under the Clean Air Act (40 CFR Part 61). The asbestos inspection will include a visual inspection, sample collection and laboratory analysis, and quantification of the ACMs. Portions of the building may be renovated or demolished; therefore, destructive testing will be performed in an attempt to find concealed ACM. The inspection will be conducted by a State of Michigan Certified Asbestos Inspector.

Based on the pre-proposal meeting site walk, TtGEO estimates approximately 65 homogenous areas are present, and that up to 100 bulk sample analyses (layers) will be required to provide a comprehensive assessment of ACM within the buildings. Potential ACMs are identified as homogeneous areas (HA) if they appear to be similar in terms of material, color, texture, age, and application within a single functional space.

Collected suspect ACM samples will be submitted to laboratory for analysis by Polarized Light Microscopy (PLM) using EPA Method 600/R-93/116. The laboratory maintains current National Institute for Standards and Technology (NIST, formerly the National Bureau of Standards) National Voluntary Laboratory Accreditation Program (NVLAP) accreditation.

#### Lead

TtGEO understands that buildings may be demolished in their entirety or portions may be demolished or renovated. As such, we recommend that a limited scope lead-based paint assessment be performed to identify potential lead content in paint. A visual survey of accessible areas will be completed to collect paint chip samples. A description of the location, color, condition, and laboratory result will be summarized in the final report.

TtGEO assumes that results of the limited scope lead-based paint assessment will be used only to provide notification of the presence or probable absence of lead containing paint to the City, and is not intended to provide clearance or level of risk with regards to occupancy. Inspections intended to determine if housing is lead-safe for occupancy must be completed in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD, 24 CFR, Part 35) and Michigan Department of Community Health regulations (P.A. 368 of 1978, Sections 5451 to 5477, MCL 333.5451 to 333.5477), and be completed by a licensed lead-based paint inspector or risk assessor as defined by the U.S. EPA (40 CFR part 745). There is no regulatory requirement to conduct a lead based paint inspection as the building does not represent target housing or a child occupied facility. Furthermore, given the reported age of the structure (at least 50 years old), the paint is likely to contain lead and could simply be assumed to be lead containing as long as that information is shared with the demolition contractor.

#### Building Materials Survey

During the site visit TtGEO will complete an inventory of other hazardous materials on the property that may require special handling if relocated, recycled, donated, or disposed. The inventory will include items such as 55-gallon drums, fire extinguishers, batteries in equipment and emergency lighting, CFC-containing units such as drinking fountains and air conditioners, potential mercury containing fixtures and bulbs, PCB-containing light ballasts, cleaners, solvents, paints, pesticides, electronic wastes, and similar items with associated waste management options.

The following is a list of assumptions included in this cost estimate for Task 3:

- If laboratory analysis of floor tile or other non-friable or bituminous material doesn't contain asbestos by PLM, additional analysis by Transmission Electron Microscopy (TEM) can be completed as verification;
- The cost of TEM analysis is an additional \$82.00/sample and are not included in this proposal;
- 100 samples will be collected for ACM;
- Twenty samples are estimated; one sample to be collected per color;
- The building materials inventory survey will not include laboratory analysis; and

- A document will be drafted summarizing the findings of the survey. The document will be appended to the Phase I ESA.

#### **Task 4: Planning Estimates for Remediation**

Two future redevelopment options currently exist for the site. One redevelopment option is that the floodway area is redeveloped into parkland; existing structures are retained and redeveloped as an art center with no residential use. The second option is similar, but has residential use.

Based on the Phase II ESA and hazardous building materials survey findings TtGEO will provide planning level cost estimates for remediation options. These will be presented to City personnel with a Feasibility Study PowerPoint presentation. TtGEO will consider whether a due care plan will be necessary for the site.

#### ***Cost Savings:***

TtGEO always strives to deliver our services on time, in a cost effective and technically sound manner. Below are cost savings strategies developed for this project:

- The City of Ann Arbor surveyors will perform survey tasks.
- Groundwater sampling of the existing monitoring well network will be completed during the Phase I ESA site walk.
- The number of soil borings and temporary monitoring wells will be determined after the Phase I ESA. A reduction in the number of locations and parameters is likely.
- If the existing monitoring well network is intact and representative of the contaminant plume extent, additional permanent monitoring wells may not be required.
- TtGEO has the expertise to complete all tasks with staff from the Ann Arbor office, eliminating per diem and travel expenses.
- The hazardous building materials assessment will be completed in conjunction with the Phase I ESA site visit using more than one field team to maximize efficiency and load-leveling opportunities while minimizing mobilization costs.
- The number of bulk asbestos sample analyses will be limited using the following “test until positive” strategy: One sample from each homogenous area will be analyzed. If the results of analysis indicate asbestos present (in a quantity greater than 1%), the material will be considered asbestos-containing and the analysis of any remaining samples from the same homogenous area will not be conducted. If the first sample from any homogenous area is found not to contain asbestos, remaining from that homogenous area will be analyzed until either the first asbestos-containing sample is found or no samples remain from the given homogenous area.
- TtGEO has experience managing hazardous materials for recycling, reclamation, and donation and can provide examples of management options to reduce liability, minimize volumes of hazardous waste generated, and maximize the beneficial re-use of items identified.
- The hazardous materials survey findings will be reported as an addendum to the Phase I report.

#### ***Health and Safety Plans and Vehicle Accident Records***

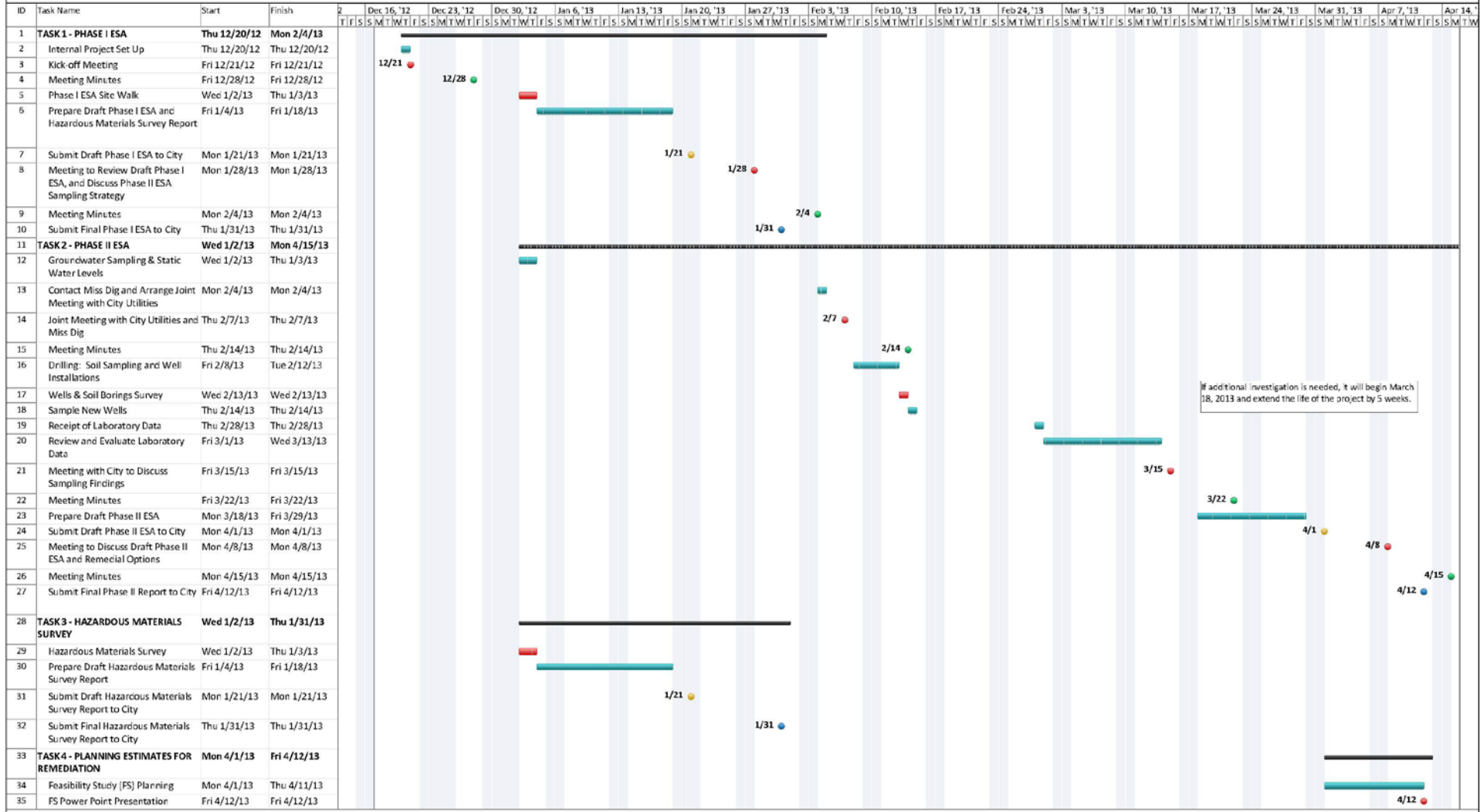
Prior to any site visits to the subject property a health and safety plan (HASP) will be completed by TtGEO personnel. A copy of the prepared HASP will be provided if requested by the City. In addition, our Vehicle Accident Record from the last five years is also available at the City’s request.

Our employees are the foundation of TtGEO and priority is given to their protection at all offices and work sites. In order to ensure this protection, the company’s health and safety (HAS) requirements are a vital and integral part of our work. Our company President has made HAS performance a core value and has authorized the company HAS director to lead the program development and implementation with 100% support for resources. The corporate HAS director provides weekly HAS updates on program or project issues, safety bulletins, performance statistics, and delegates local HAS duties to an office coordinator. All field employees receive HAZWOPER training (initial 40-hour, supervisory, and 8-hour annual refreshers) and participate in a medical surveillance program. TtGEO personnel are trained by the American Red Cross every two years in cardiopulmonary resuscitation and first aid. Our key program elements include:

- Written OSHA Programs
- Health and Safety Audits
- Employee Training
- Site Specific Health and Safety Plans
- Project Hazard Analyses/Job Safety Analysis
- Vehicle Safety Program
- Medical Surveillance
- Respiratory Protection/Personal Protective Equipment
- Incident Reporting and Investigation
- Incident Intervention and Medical Case Management
- Behavior Based Safety
- Air Monitoring Program

***Gantt Chart (following page)***

**415 West Washington Environmental Investigation**  
**Hazardous Materials Survey of Buildings and Phase I/Phase II Environmental Site Assessments**  
 City of Ann Arbor



If additional investigation is needed, it will begin March 18, 2013 and extend the life of the project by 5 weeks.

Project: 415Gantt.mpp  
 Date: Tue 10/9/12

Summary Task Duration: [Red bar] Task Duration (Requires City Resources) [Green bar] Deliverable - Meeting Minutes [Green dot] Final Deliverable [Blue dot]  
 Task Duration: [Light blue bar] Meeting (Recur City Resources) [Red dot] Draft Deliverable [Yellow dot]

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## **EXHIBIT B**

### **FEE SCHEDULE**

This fee proposal has been prepared in accordance with the RFP #834, Appendix E, Fee Proposal. As required, this fee quotation includes the names, titles, hourly rates, overhead factors and the details by which the overall and project element costs have been derived. The fee quotation related in detail to each task of the proposed work plan, including TtGEO suggested project elements and suggested contingencies. TtGEO has developed these costs based on our experience in completing numerous similar projects.

The budget is provided in the attached summary of costs and associated individual tasks. A description of how the costs were obtained is provided below.

#### **1) Direct Labor – Overhead Rates**

TtGEO developed rates for the City of Ann Arbor in 2007 based on salaries plus an overhead rate of 180 percent. These rates were escalated as part of 2012-2015 contract for the Ann Arbor Landfill monitoring to allow for salary adjustments. TtGEO will offer the City of Ann Arbor the same labor rates for this proposal.

#### **2) Other Direct Costs (ODCs)**

In addition to the labor costs incurred, TtGEO will invoice for all other direct costs for this project which are reasonable in nature and routinely direct-charged to our clients. This may include, but are not limited to, the following types of costs: equipment, supplies and overnight delivery. ODCs will continue to be billed to the City at a discounted rate of 5% markup.

##### **a) Travel**

Travel Costs will be minimal because TtGEO is located in Ann Arbor. TtGEO personnel working on the project are located in the Ann Arbor Office. This allows us to incur minimal travel costs, be flexible with changes in schedule and/or scope and can be responsive to any last-minute issues that may arise during the project. This proposal assumes that TtGEO personnel will mobilize from the Ann Arbor Office and will travel an average of 10 miles for each day of field work or to attend meetings.

##### **b) Equipment and Supplies**

Equipment and supplies that will be used include, but are not limited to, sampling pumps, water quality meters, photoionization detectors (PIDs), and gloves. This proposal assumes all field work will be performed in modified Level D personal protection equipment (steel-toed boots, long pants, nitrile gloves). Hard hats will be required for oversight with drilling subcontractors.

Costs associated with travel, equipment and supplies that are anticipated to be used for the duration of the contract have been estimated and are included on the costing sheets provided.

#### **3) Subcontractors**

Services of analytical laboratory and drilling companies will be subcontracted by TtGEO and will be invoiced to the City of Ann Arbor with a 5% markup to cover costs associated with administrating the procurement contracts.

**a) Laboratory**

Laboratory services will be provided by Test America of Brighton, Michigan and North Canton, Ohio. A copy of Test America's Quality Assurance Manual will be provided to the City upon request. This proposal also assumes Quality Assurance/Quality Control (QA/QC) samples will be collected and submitted for laboratory analysis.

**b) Drilling Contractor**

Drilling services will be completed by Terra Probe a TtGEO pre-approved drilling contractor. To ensure contractors meets TtGEO's high standard for health and safety, each potential contractor's accident and injury history is reviewed by our corporate Health & Safety Coordinator prior to approval.

**4) Terms: Not-to-Exceed Contract**

TtGEO understands this contract will be invoiced on a time and materials basis with other direct charges and subcontractor fees not to exceed the purposed budget without written authorization from the City. Invoices will be submitted on a monthly basis.

**See attached Cost Summary and Breakdown for fee and detail.**



**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 REQUIREMENTS**

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

**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 12month 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 nonpersonnel 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 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, 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 nonprofit contractor/vendor or nonprofit 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.

**1:816. Employees Covered.**

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

**1:817. Exemptions.**

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their

entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.

- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
  - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
  - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

**1:818. Monitoring and Enforcement.**

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this

Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

**1:819. Penalties and Enforcement.**

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

\* \* \* \* \*

**1:821. Other Provisions.**

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

\* \* \* \* \*

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
  - (a) A bona fide training program;
  - (b) A summer or youth employment program;
  - (c) A work study, volunteer/public service, or internship program.



**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013**

**\$12.17 per hour**

If the employer provides health care benefits\*

**\$13.57 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.

**For Additional Information or to File a Complaint Contact:**

**Linda Newton, Procurement Officer  
734/794-6576 or [Lnewton@a2gov.org](mailto:Lnewton@a2gov.org)**

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

**SEE ATTACHED FOR COMPLETED FORM**  
**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 **\$12.17/hour** when health care is provided, or no less than **\$13.57/hour** for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- 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

**Questions about this form? Please contact: Procurement Office: 734/794-6576**

## **See attached for completed form**

### **EXHIBIT E**

### **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 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  
734/794-6576

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

**SEE ATTACHED FOR COMPLETED FORM**  
**EXHIBIT F**  
**LEGAL STATUS OF PROPOSER**

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

Bidder declares that it 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.

\* 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)