

INVITATION TO BID

ITB # 4346

**REMOVAL OF RESIDUAL LIMESTONE – WATER  
TREATMENT SERVICES**



Proposal Due Date: Tuesday, August 12, 2014  
On or Before 10:00 A.M. (Local Time)

Public Services Area/Water Treatment Services Unit

Issued By:

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

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Advertisement .....	2
Instructions to Bidders.....	3
Invitation to Bid.....	8
Legal Status of Bidder.....	10
Bid Form .....	11
Service Agreement .....	12
Performance Bond .....	20
Labor and Material Bond.....	21
Detailed Specifications .....	22
Exhibit A Fair Employment Practice .....	28
Exhibit B Living Wage .....	31
Contract Compliance.....	Attachment A
Conflict of Interest .....	Attachment B
Living Wage Declaration of Compliance .....	Attachment C

ADVERTISEMENT FOR THE REMOVAL OF RESIDUAL LIMESTONE  
WATER TREATMENT SERVICES  
CITY OF ANN ARBOR

ITB # 4346

Sealed Bids will be received by the City of Ann Arbor Customer Service Desk, First (1st) Floor, Guy Larcom City Hall, on or before Tuesday August 12, 2014 by 10:00 AM for Removal of Residual Limestone from the Water Treatment Plant. Bids will be publicly opened and read aloud at this time.

Work to be done includes the hauling of waste material (limestone) from the filter press truck bays of the water treatment plant.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org). It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor (Fair Employment Practice). (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

The decision of the City of Ann Arbor shall be final as to what constitutes acceptable deviations from the specifications.

Any further information may be obtained from the Ann Arbor Procurement Office,  
(734) 794- 6000 Ext. 45206, CITY OF ANN ARBOR, MICHIGAN

## **INSTRUCTIONS TO BIDDERS**

### **General**

The City of Ann Arbor's Procurement Unit is soliciting bids for the following: REMOVAL OF RESIDUAL LIMESTONE- Water Treatment Services Unit BID No. ITB-4346 - as described in the specifications.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

Any Bid which does not conform fully to these instructions may be rejected.

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. Include all forms required for completing in bid form section not as part of detailed specs, including references

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before August 11, 2014 by 10 am and should be addressed as follows:

Specification/Scope of Work questions emailed to [lsanford@a2gov.org](mailto:lsanford@a2gov.org)

Bid Process and HR Compliance questions emailed to [mberryman@a2gov.org](mailto:mberryman@a2gov.org)

### **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda

which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

### **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, August 12, 2014 by 10:00 am. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4346 – Removal of Residual Limestone from the Water Treatment Plant.**

#### **Bids must be addressed and delivered to:**

City of Ann Arbor  
1<sup>st</sup> Floor Customer Service Department,  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

### **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is

responsible.

Previous performance on City contracts may be a factor in determining the award. The successful bidder will enter into a Service Agreement with the City. Terms and Conditions of the Service Agreement will not be changed.

**Contract Period:** The cost of services provided under this contract shall be firm for three (3) years from the date of starting the contract subject to an annual adjustment, up or down, in the second and third years. Annual adjustments for this portion of the contract shall be equal to 80% of the appropriate Bureau of Labor Statistics Indices: Consumer Price Index (CPI-U) (Detroit Area, 1967-100).

**Renewal:** The contract term may be renewed for up to two (2) one (1) year periods provided that by 75 days prior to the end of the contract both parties agree in writing to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

**City Approvals:** Bids exceeding \$25,000 as a projected annual cost will require City Council approval. Award will be made after the above approvals are received. The purchase order will be issued after the Contract has been signed and enacted, or as soon thereafter as possible.

### **Official Documents**

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 90 days, as specified in the Advertisement.

### **Human Rights Information**

Section VIII of the Service Agreement outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (Appendix A) or an acceptable equivalent.

In the event the Human Rights forms are not submitted with the bid, the bidder will have 24 hours to submit upon notice from the City.

### **Wage Requirements**

Section VIII of the Service Agreement outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

### **Debarment**

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

### **Disclosures**

After bids are opened, all information in a bidder’s bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.), known as the “Freedom of Information Act.” The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

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

### **Reservation of Rights**

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

### **Errors/Omissions/Discrepancies**

Any errors, omissions or discrepancies in the specifications discovered by a prospective service provider shall be brought to the attention of Larry Sanford, Interim Manager, Water Treatment Services, at (734) 994-2840 as soon after discovery as possible.

Further, the vendor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.



## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bidders Name

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(Print Name of Signer Above)

**LEGAL STATUS OF BIDDER**

(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 Bid, 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 Bid:

\_\_\_\_\_  
(Initial here)

**BID FORM**

**Company:** \_\_\_\_\_

---

**Cost:**

Cost of hauling per dump \_\_\_\_\_(dollars)(\$\_\_\_\_\_)

**Invoice Terms:** Discount of \_\_\_\_\_% or \$\_\_\_\_\_ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

**Please Check:** We have read the specifications and associated conditions thoroughly.

( )Yes ( )No

Are all exceptions to the specifications properly outlined?

( )Yes ( )No

**References:** Please list at least three (3) companies or public agencies for whom you have performed similar work.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
---------------------	----------------	-----------------------	------------------

1

2

3

**SERVICE AGREEMENT  
BETWEEN**

**AND  
CITY OF ANN ARBOR**

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

Type of Business \_\_\_\_\_ Address \_\_\_\_\_  
agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means the \_\_\_\_\_.

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

Project means \_\_\_\_\_.

II. DURATION

This agreement shall become effective on \_\_\_\_\_, and shall remain in effect until satisfactory performance of all services or \_\_\_\_\_, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits  
Bid No. \_\_\_\_\_ and Addenda (if applicable)  
Bid Proposal of Contractor, dated \_\_\_\_\_

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described

in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at .

#### IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Payment shall be made within 30 days of acceptance of the work by the Contract

Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 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

\$2,000,000 Products and Completed Operations Aggregate

3. 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.

4. 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 VI.A.2 and A.3 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 Contractor 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 Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
  
- D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
  
5. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.



VII. SURETY BONDS

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of \$50,000; and
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of \$50,000.

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

VIII. 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 A
- B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; 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 B. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$12.70 an hour for a covered employer that provides employee health care to its employees and \$14.18 an hour for a covered employer that does not provide health care to its employees.

IX. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor 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 contractor or when it has actual notice of any defects in the reports and surveys.

X. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party 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 termination is given in conformance with the terms of this agreement.
- B. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

XI. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XII. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City.

- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XIV. NOTICE

All notices and submissions required under the 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.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

XVI. 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 or other circumstances.

XVII. 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 Contractor 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.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its

**THE CITY OF ANN ARBOR**

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

Approved as to substance:

By \_\_\_\_\_  
Craig Hupy, Service Area Administrator

Approved as to form

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

**PERFORMANCE BOND**

- (1) \_\_\_\_\_ of  
(referred to as "Principal"), and \_\_\_\_\_, a corpora-  
tion duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the  
City of Ann Arbor, Michigan (referred to as "City"), for  
\$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated \_\_\_\_\_, 20\_\_, for:  
Removal of Residual Limestone – Water Treatment Services and this bond is given for that contract  
in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201  
et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may  
promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its  
terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a  
contract between such bidder and the City, and make available, as work progresses, sufficient funds to  
pay the cost of completion less the balance of the contract price; but not exceeding, including other costs  
and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the  
contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to  
the work to be performed there under, or the specifications accompanying it shall in any way affect its  
obligations on this bond, and waives notice of any such change, extension of time, alteration or addition  
to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

_____ (Name of Surety Company)	_____ (Name of Principal)
By _____ (Signature)	By _____ (Signature)
Its _____ (Title of Office)	Its _____ (Title of Office)

Approved as to form:

Name and address of agent:

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

\_\_\_\_\_  
\_\_\_\_\_

**LABOR AND MATERIAL BOND**

(1) \_\_\_\_\_ of  
, (referred to as "Principal"), and \_\_\_\_\_, a  
corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are  
bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants  
as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in  
the amount of

\$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, execu-  
tors, administrators, successors and assigns, jointly and severally, by this bond.

- (2) The Principal has entered a written contract with the City, dated \_\_\_\_\_, 20\_\_, for  
Removal of Residual Limestone – Water Treatment Services; and this bond is given for that  
contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required  
under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no  
obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

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

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_

## DETAILED SPECIFICATIONS

Background - The purpose of this bid is to provide services for the continual removal and marketing of residual limestone from the Water Treatment Plant (WTP) filter press. The work includes providing the labor and equipment for this removal as it is required for the continuous operation of the WTP. The WTP uses calcium oxide (CaO) to produce a softened municipal water supply. As a result of the softening a residue referred to as residual limestone (lime sludge or sludge) is produced. The material is in large part calcium carbonate (CaCO<sub>3</sub>) and in small part magnesium hydroxide (Mg(OH)<sub>2</sub>). The WTP continuously produces residual limestone at an approximate average 750 dry tons per month (9000 dry tons per year). Two plate and frame filter presses dewater the residual limestone resulting in a filter cake of approximately 58 to 64% solids by weight. At 60% solids by weight, average production is 1250 wet tons per month with the range being 950 wet tons in winter months to nearly 2000 wet tons in summer months.

### A. City's Responsibilities

The WTP will be responsible for the following operations:

1. Providing the personnel to oversee contract administration and to address questions on the contract.
2. Operation of WTP filter presses.
3. Provide necessary chemical analyses of the residual limestone. If other analyses are performed, the laboratory used shall be approved by the WTP.

### B. Contractor's Responsibilities

The Contractor will be responsible for the following operations and all costs thereof:

1. Obtaining sites for land application of residual limestone.
2. Transporting residual limestone in accordance with Federal, State, County, and Local requirements.
3. On-going data summary of each site to which a delivery was made.
4. Prepare and submit to the WTP a summary report at the end of each year of the contract of sites used, amounts delivered to each site, total amount hauled and other miscellaneous data. Data shall be compiled monthly and totalized. A sample annual summary report to be used must be submitted with the proposal.

### C. Owner Developed Markets

1. The Owner reserves the right to develop markets that are not for the same

purpose or with the same customers as the Contractor's and to this end the Owner reserves the right to solicit bids for trucking of residual limestone to said markets.

Markets developed by the Owner shall be defined as: A process where the Owner made initial contact with the representative of the firm proposing to use the Owner's residual limestone and/or the Owner performed or had performed testing and/or feasibility studies to evaluate its proposed use in the process.

The Contractor shall be invited to bid on all such hauling contracts or the Owner may enter into an amendment to this contract covering the handling of residual limestone for said new markets. The city will limit alternative methods of hauling and disposal of sludge to 20 dumps per contract year.

E. Utilities

Cost of additional, necessary utilities and their installation and hook-up will be borne by the Contractor unless previously agreed to in writing by the WTP. The WTP will provide electricity and water to the Contractor at no charge for normal services provided under this contract.

F. Operating Conditions

1. The owner has two filter presses. Each filter press holds approximately eight and a half (8.5) cubic yards (one dump) and under average circumstances there are between 6 and 15 dumps per day.

2. The normal concentration of solids in the filter press cake is 55-65% solids by weight. The range of solids concentration can be, however, 35-67% solids by weight. However, there may be times when the filter press clumps may be soupy. The Contractor will not refuse to haul these soupy dumps without any extra compensation.

3. During winter months there is a possibility that hex hydrate may form in the residual limestone. In this case, the sludge cakes convert into paste form in the trucks. Contractor will be responsible to take all necessary measures, at no extra cost to the City, to handle this condition without any impact on the WTP operations and with no additional compensation.

G. Work Schedule

Average day operations consist of hauling sludge cake away from the filter presses from 07:00 - 16:00, Monday through Friday. The contractor shall haul on a continuous basis during those hours to ensure optimum operation of the WTP. The contractor shall have two empty trucks under the filter presses each day before the start of the WTP day (07:00 hrs.). Hauling frequency shall be sufficient to empty all sludge storage facilities by the end of work on Friday taking into account the current rate of production of the filter presses. The hauler must be



capable of removing 18 dumps per day within the filter press hours of operation as identified in the bid document.

There are occasional increases in the sludge load to be handled. Some increases are from scheduled maintenance of a water plant treatment basin and other increases result from emergency conditions. For sludge volume increases, the Contractor will increase his work force and equipment to be able to handle the increased load within two (2) days of being notified by the Water Treatment Services Unit Manager. This may involve hauling sludge on weekends or extended hours during week days.

Depending on the amount of sludge being generated and the availability of the two filter presses, there will be days during the week that the WTP will not require sludge to be hauled. The City will inform the Contractor the day before if hauling services will not be needed the following day.

There will usually be no filter press operation on the following holidays: Christmas, New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving Day. The contractor may haul whatever material is already in trucks on these holidays if they wish. The filter presses will be in full operation on all other holidays that occur during the week and the Contractor shall haul sludge as if it were any other day.

#### H. Compliance with Laws and Regulations

The Contractor shall comply with all applicable federal, state and local laws and regulations for hauling and disposal of limestone residual. The Contractor will obtain all local, state and federal approvals where required. The Contractor shall provide copies of such approvals to the Contract Administrator or its designee, if requested.

#### I. Loading of Residual Limestone at the Treatment Plant

1. The Contractor shall provide licensed vehicles, equipment and operators to transport the residual limestone from the filter press truck bays of the WTP to the delivery sites.

2. The Contractor shall safely drive and park his equipment at designated areas at the WTP. This may include parking trailer and trucks at different locations.

3. The Contractor shall be responsible for immediate cleanup of any spilled residual limestone on the plant site, including the loading areas and roadways. Said cleanup shall include sweeping, shoveling, or washing all equipment and/or road areas in a manner which insures no prohibited materials enter any surface waters. Wherever possible, sweeping or shoveling shall be used for cleanup so as to use as little water as possible. All cleanup equipment shall be provided by the Contractor. Contractor shall submit a spill prevention and cleanup plan with their

proposal.

J. Transportation

1. The Contractor shall provide operators and equipment approved for limestone residual transport from the WTP to the delivery site. The Contractor will also comply with all Federal, State, County, and Local regulations affecting the transport of residual limestone.

2. The transportation routes shall be designed to minimize travel through densely populated areas or near community gathering places such as churches or schools.

3. The Contractor shall comply with the load restrictions placed on certain roads, including when seasonal load restrictions are in effect. No extra compensation will be granted while operating under seasonal load restriction requirements on haul routes. Furthermore, there will be no lessening of the requirements to remove all the residual limestone from the storage facilities by end-of-day on Fridays and to ensure optimum operation of the treatment plant.

4. Contractor shall load and cover all vehicles such that residual limestone is not spilled from the vehicle. The exterior of all vehicles shall be cleaned of any residual limestone prior to leaving the WTP and again prior to leaving the delivery site. The Contractor will be responsible for any spilled residual limestone during loading and transportation activities.

5. If there are complaints about spillage from transportation equipment, the Contractor shall take the necessary steps to correct the complaints and shall promptly notify the WTP of any such complaints.

K. Contractor Refusal to Remove Residual Limestone as Directed

1. If it is necessary for the operation of the WTP that residual limestone be removed from filter presses and the Contractor advises the Owner that it is unable or unwilling to do so under the terms of the contract, then the Owner or its agents may remove such residual limestone to enable it to properly operate its facilities and serve its customers. If the Owner is required to pay a higher price than the contracted price for said removal, the difference between the prices shall be paid by the Contractor plus liquidated damages.

2. If the Contractor fails to remove the limestone as provided in the contract, the Contractor shall pay a penalty of \$2000 per day until hauling services resume.

L. Equipment

1. The Contractor shall keep their equipment in good operating condition at all times. All maintenance will be done at the Contractor's expense. WTP facilities and site will not be used for equipment maintenance except as previously agreed

upon by the Contractor and the WTP. The Contractor shall properly dispose of any materials and/or debris resulting from their maintenance activities.

2. Disabled vehicles will be towed or pulled at the Contractor's expense. No WTP equipment will be used for this purpose. No vehicles, trailers or other equipment not required for immediate demand of the filter presses shall be left or stored on the grounds of the WTP.

3. Contractor shall have sufficient equipment to remove residual limestone from the Owner's filter presses to ensure the unhampered operation of the WTP and shall be responsible to see that empty trailers are kept under each press during all hours of operation. If there are insufficient vehicles to haul residual limestone away from the filter presses of the WTP, such that the operation of the WTP is hindered, the City of Ann Arbor can, at the Contractor's expense, bring in equipment deemed necessary to maintain operations. Such expenses will be itemized and deducted from any amount due the Contractor.

4. The Contractor shall provide vehicles of such size that cakes of sludge fall from the filter presses, from the beginning of the unload cycle to the end of the cycle, without spill-over and that the length of the vehicle shall not prohibit closing of the garage door.

5. The vehicle shall have a sealed tailgate.

6. Contractor should ensure that their trailers can fit in the exiting bays in the filter press building. No building modifications will be made to accommodate contractor's equipment.

M. Management

1. The Contractor shall designate an employee to be the administrator of this contract.

2. The Contractor shall establish and maintain good public relations with landowners and farmers receiving delivery, as well as the general public. Disagreements with, or dissatisfaction of the landowner, farmer, or general public shall be reported to the WTP immediately.

3. The Contractor shall be responsible for maintaining the records on each location where limestone residuals were applied. This information shall include as a minimum:

- a. Date(s) of delivery.
- b. Amount delivered each date.
- c. Any operating difficulties.
- d. Name of driver.
- e. Name of owner.
- f. Township, section, site address, location on a township plat map.

The Contractor shall provide, to the Owner, a written report on a monthly basis detailing the above. The Contractor shall provide to the Owner, an annual summary of the above data at the end of every contract year.

4. The Contractor shall check in at the beginning of each work day and check out at the end of each work day with designated WTP staff.

5. The Contractor or his personnel shall not bring unauthorized people on VVTP grounds.

N. Measurement and Payment

1. The method of measurement for limestone residual transported from the water treatment plant shall be on a per dump basis. A dump is defined as the contents of a single filter press, when the pressing cycle is complete, regardless of the percent solids in the cake, as it is dumped into the receiving truck.

2. Payment will be based on number of dumps hauled. There have been approximately 2000 dumps per year.

3. The Contractor will provide a duplicate daily summary report. The report shall include the date of the report and the number of dumps, driver name, tractor/trailer ID number and destination for each load transported that date. At the end of each day, one copy of the report is to be given to the WM. The other copy will be attached to the pertaining invoice. One invoice per month detailing the previous month activity is to be submitted. A sample daily summary report to be used must be submitted with the proposal.

Payment for number of dumps hauled shall be made within thirty (30) days after submitting invoice to the WTP. Any early payment discounts shall be noted on proposal form.

## EXHIBIT A

### FAIR EMPLOYMENT PRACTICE

The contractor, 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 there from:

#### 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 B  
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 there from:

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 \$12.70 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 \$14.18 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 therefore 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.