

**AGREEMENT BETWEEN
PERKINELMER HEALTH SCIENCES, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City") and PerkinElmer Health Sciences, Inc., a Connecticut corporation with its address at 710 Bridgeport Avenue, Shelton, CT 06484 ("Consultant"), agree as follows on May 26, 2011, 2011.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Water Treatment Services Unit.

Contract Administrator means Molly Wade, Water Treatment Services Unit Manager, 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 LabWorks Laboratory Information Management System.

II. DURATION

This Agreement shall become effective on June 21, 2011, 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 services and software ("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. The Consultant will provide the software subject to the terms of a Software License Agreement in the form attached as Exhibit E and executed by the parties. In the event of any conflict or inconsistency between the terms of the Software License Agreement and this Agreement, the terms of this Agreement shall prevail.

- C. The Consultant will provide one year of software support and maintenance services subject to the terms of a renewable Software Support and Maintenance Agreement in the form attached as Exhibit F and executed by the parties. In the event of any conflict or inconsistency between the terms of the Software Support and Maintenance Agreement and this Agreement, the terms of this Agreement shall prevail.
- D. 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.
- E. 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.
- F. 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. The fees in Exhibit B include the license fee required by the Software License Agreement (Exhibit E) and the fees required for one year of support and maintenance services under the Software Support and Maintenance Agreement (Exhibit F).
- 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. Perkin Elmer shall give the City of Ann Arbor 30 Days written notice of any exclusions or limiting endorsements added to the policy that relates to the services provided under the contractual agreement with Ann Arbor, with the exception of the exclusions or limiting endorsements listed on the attached Schedule of Endorsements. Ann Arbor reserves the right to object to the addition of such exclusions or limiting endorsements as may be added. 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. Perkin Elmer shall give the City of Ann Arbor 30 Days written notice of any exclusions or limiting endorsements added to the policy that relates to the services provided under the contractual agreement with Ann Arbor, with the exception of the exclusions or limiting endorsements listed on the attached Schedule of Endorsements. Ann Arbor reserves the right to object to the addition of such exclusions or limiting endorsements as may be added. 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. If needed, Consultant shall obtain notice of cancellation endorsements for its policies. 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, which consent will not be unreasonably withheld. 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

FOR THE CITY OF ANN ARBOR

By _____
Type name

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Tom Crawford, Interim City Administrator

Sue McCormick, Service Area Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF SERVICES

See attached Proposed Work Plan - Scope of Work (pages 18 of 28 through 25 of 28),
excluding Section 4 and the three (3) sample agreements referenced therein.



B. Proposed Work Plan – Scope of Work (Appendix A)

1. **Scope - A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, all components and objectives listed in Section 2 of the RFP.**

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| 1. CONTRACT AGREEMENT MEETINGS | |
| Attendees: | Ann Arbor: Project Sponsor, Project Manager PerkinElmer: Project Manager |
| Purpose: | <ul style="list-style-type: none"> ⦿ Establishes the final contract agreement ⦿ Defines deliverables for both parties, majority of which has been defined in the Request for Proposal and PerkinElmer's Proposal ⦿ Defines approximate project timeline based on deliverables for both parties. ⦿ Project Start Date (To be determined) ⦿ Project Deadline (ex. 90 days from Contract Award) ⦿ Defines the chain of command for deviations and/or modifications to project. ⦿ All work will be under the direction of Ann Arbor's Project Manager |
| Deliverables: | ⦿ Contract and associated documents from both parties |
| Check Point: | ⦿ Contract and associated documents signed and approved |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

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| 2. PROJECT TEAM INITIAL MEETING | |
| Attendees: | Ann Arbor: Project Manager, Project Team PerkinElmer: Project Manager, Project Team |
| Purpose: | <ul style="list-style-type: none"> ⦿ Review the project's scope. ⦿ Project scope has been defined in the RFP ⦿ Create the base timeline from the approximate timeline ⦿ Approximate timeline is presented in this proposal ⦿ Define the tasks for PerkinElmer and Ann Arbor. ⦿ PerkinElmer is responsible for the configuration of the LIMS server, installation and configuration of all waterLIMS™ and related software programs onto the server, any customization needed to meet RFP requirements, training services and data migration services. ⦿ Ann Arbor is responsible for providing PerkinElmer with system configuration information, computer system information and historic data to migrate in the system. Ann Arbor shall make available sufficient personnel and hours as required to meet with PerkinElmer and provide such information as required. ⦿ Define the deliverables associated with tasks ⦿ Define the Project Team communication protocols |
| Deliverables: | <ul style="list-style-type: none"> ⦿ Timeline document ⦿ Task lists for each team member (PerkinElmer and Ann Arbor) ⦿ Deliverables associated with team members' task list ⦿ A list of project team members ⦿ E-mail addresses, phone numbers and extensions |
| Check Point: | Checklist of meeting deliverables |
| Start Date: | DATE ESTIMATE |
| End Date: | DATE ESTIMATE |

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| 3. "AS IS" MAPPING PROCESS | |
| Participants: | Ann Arbor: Project Manager, LIMS Administrator PerkinElmer: Project Manager |
| Purpose: | <ul style="list-style-type: none"> ⦿ Identify all laboratory customers and the business processes that drive existing processes utilizing Ann Arbor's SOW, below. ⦿ To identify any opportunities for improvement |



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| Deliverables: | <ul style="list-style-type: none"> ⦿ Initial documentation of the “As Is” process ⦿ Visio-formatted version of the “As Is” process (optional) ⦿ Copies of all associated documents, used as examples to demonstrate need for change or retention of work records and all reports generated. ⦿ Names, e-mail addresses & phone numbers of all contributors to process. ⦿ Binder that contains all the above. |
| Check Point: | <ul style="list-style-type: none"> ⦿ “As Is” mapping review meeting to gain consensus. ⦿ Checklist signed by Project Managers from PerkinElmer and Ann Arbor. |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

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| 4. “TO BE” DESIGN PROCESS | |
| Participants: | Ann Arbor: Project Manager, LIMS Administrator PerkinElmer: Project Manager |
| Purpose: | <ul style="list-style-type: none"> ⦿ Create an optimized process which applies LABWORKS waterLIMS™ functionality in a manner consistent with the business processes utilized by Ann Arbor. ⦿ Implement changes that reflect the opportunities for improvement identified on the “As Is” map ⦿ Define the tasks or usage requirements for all users ⦿ Further define or modify any timeline requirements ⦿ Provide an aid for identifying training requirements |
| | <ul style="list-style-type: none"> ⦿ Initial documentation of “To Be” map ⦿ Visio-formatted “To Be” map (optional) ⦿ Copies of all documents retained in the “To Be” process from the “As Is” process ⦿ Draft versions of any new documents to be created in the “To Be” process ⦿ “To Be” acceptance document by both parties, PerkinElmer and Ann Arbor. |
| Check Point: | <ul style="list-style-type: none"> ⦿ “To Be” review and consensus meeting ⦿ Checklist |
| Start Date: | ▪ ESTIMATE DATE |
| End Date: | ▪ ESTIMATE DATE |

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| 5. TECHNICAL INSTALLATION | |
| Participants: | Ann Arbor: Project Manager, Database/Network Administrator PerkinElmer: Project Manager, Systems Analyst |
| Purpose: | <ul style="list-style-type: none"> ⦿ To install, configure and test LABWORKS waterLIMS™ software ⦿ Begin data migration for two purposes: ⦿ Provides electronic reference information such as analysis and sample point information that can reduce/eliminate need for manual data entry. ⦿ Helps define the configuration requirements of the new LIMS ⦿ Develop custom programs and interfaces ⦿ Remote laboratory communications ⦿ Scheduling/Request communications ⦿ Field sampling data entry communications ⦿ Report design ⦿ Instrument interfacing |
| Deliverables: | <ul style="list-style-type: none"> ⦿ Current version of the software as purchased ⦿ Technical documentation ⦿ Standard manual ⦿ Documents specific to the contractual agreement |
| Check Point: | ⦿ Checklist |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |



| 6. REFERENCE DATA POPULATION | |
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| Participants: | Ann Arbor: Project Manager, Database/Network Administrator PerkinElmer: Project Manager, Systems Analyst, Programmer Analyst |
| Purpose: | <ul style="list-style-type: none"> 🕒 Produce a reference data that reflects the current needs and functions of the system and is robust enough to allow the system to grow. |
| Deliverables: | <ul style="list-style-type: none"> 🕒 Set up files for: Analysis Codes, Specifications, QA/QC test codes, calculations, Location Codes, Specifications, Customer Codes, Addresses, Specifications, Reports, Users, Passwords, Initials, Privileges. |
| Check Point: | <ul style="list-style-type: none"> 🕒 Installation Checklist |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

| 7. KEY USER TRAINING | |
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| Participants: | Ann Arbor: Project Manager, LIMS Administrator, Key Users PerkinElmer: Project Manager |
| Purpose: | <ul style="list-style-type: none"> 🕒 Provide a system manager's level of training. 🕒 Determine the responsibilities of the core users. |
| Deliverables: | <ul style="list-style-type: none"> 🕒 Training materials 🕒 Initial training classroom style specifically designed to address the priorities of the client's core users (Ann Arbor Project Manager and Power Users) 🕒 Incremental training utilizing the Web and on-site formats 🕒 Documentation of personnel trained and in attendance 🕒 Evaluation of training by the client |
| Check Point: | <ul style="list-style-type: none"> 🕒 Checklist 🕒 Feedback Report by the client |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

| 8. END USER TRAINING | |
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| Participants: | Ann Arbor: Project Manager, End-Users PerkinElmer: Project Manager and/or Training Specialist |
| Purpose: | <ul style="list-style-type: none"> 🕒 Provide training to all users who may be using the waterLIMS™ 🕒 Establish an understanding of new terms and processes to be encountered by end user. 🕒 Determine the responsibilities of the end users |
| Deliverables: | <ul style="list-style-type: none"> 🕒 Training materials 🕒 Classroom training specifically designed to address priorities of end users 🕒 Documentation of personnel trained and in attendance 🕒 Evaluation of training by Ann Arbor |
| Check Point: | <ul style="list-style-type: none"> 🕒 Checklist 🕒 Feedback Report by the City |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

| 9. FINAL ACCEPTANCE and "GO LIVE" | |
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| Participants: | Ann Arbor: Project Manager, End-Users PerkinElmer: Project Manager |
| Purpose: | <ul style="list-style-type: none"> 🕒 Activate the system |
| Deliverables: | <ul style="list-style-type: none"> 🕒 A schedule of the activation order: lab, remote labs, other user 🕒 Transition to long-term support 🕒 List of corrective actions required, during "Go Live", and their resolution |
| Check Point: | <ul style="list-style-type: none"> 🕒 Completion of Final Client Acceptance Document, between PerkinElmer and the Ann Arbor, that system is installed and implemented as agreed. |
| Start Date: | ESTIMATE DATE |



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| End Date: | ESTIMATE DATE |
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| 10. 1ST YEAR ANNUAL SUPPORT | |
| Participants: | Ann Arbor: Project Manager, End-Users PerkinElmer: Support Team |
| Purpose: | ☉ Transition to Annual Support |
| Deliverables: | ☉ LABWORKS Project Manager provides final implementation documentation to Ann Arbor. ☉ Ann Arbor purchases a LABWORKS Support and Maintenance Plan |
| Check Point: | ☉ Ann Arbor receives LABWORKS Support Department contact information. |
| Start Date: | ESTIMATE DATE |
| End Date: | ESTIMATE DATE |

| Scope of Work – Required Items | Available as Standard with LABWORKS waterLIMS™ |
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| Software shall be installed pre-configured with regulatory, process, and other variables | Yes |
| The product must be a commercial-off-the-shelf (COTS) system | Yes |
| System shall be "user friendly" using standard "Windows" conventions | Yes |
| The system will, at a minimum, store plant data and provide reports and graphs for analysis and control | Yes |
| Simple back-up routines shall be available | Yes |
| Licensing structured for at least 8 concurrent client users must be provided | Yes |
| Operating system software shall be Windows XP and Windows Server 2003 or later by Microsoft. Database license shall be <i>Microsoft SQL Server 2000 or later</i> . | Yes |
| Provide interface to SCADA (Proficy iFIX SCADA, iFIX Classic Historian, Proficy Historian) software for automatic collection of daily/hourly/15-minute/1-minute summarized data from historical file(s). Interfaces must run with no user intervention and be able to be run as an NT Service. | Yes |
| The software architecture must be Client-Server | Yes |
| The software must be capable of producing a full audit trail of all inserts, edits, deletes, and approvals for all data points and system parameters | Yes |
| A description of the file purging and archiving methodology | Yes |
| The system must provide security features to ensure that only authorized individuals enter, view and modify data. Access levels shall be definable to restrict use of system level functions (such as user authorization), and to provide data access levels to restrict the use of data entry, data approval, data retrieval, data modification, database structure creation or modification functions | Yes |
| The software must make available an unlimited number of user defined variables whose values may be defined as daily, hourly, 15-minute, or 1-minute parameters | Yes |
| Text parameters and calculations must be available | Yes |
| Variables must optionally be provided with regulatory or control limits and optional text or graphical operators (less than, less than or equal to, greater than and greater than or equal to) for use in reports | Yes |
| Software must accept <, >, and ND data qualifiers with numeric entries and up to seven additional user defined | Yes |



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| data qualifiers | |
| Calculations must include standard operators (+, -, *, /), functions (abs, retrieve forward or backward any day; exponential and logs; reciprocal; round; if then else; averages and summations (daily, moving; weekly; monthly, fiscal periods), and difference (with specified rollover or without) | Yes |
| Variable name, units, entry range, and permit limits must be displayed when entering data to increase data accuracy | Yes |
| An audible-visual prompt will activate when value is outside a specified range | Yes |
| The software must provide unlimited daily comments and comments attached to a sample value | Yes |
| A Report Generator (RG) must be available. The RG must display a spreadsheet layout format, allowing placement of daily values, summary statistics and general text. The RG must provide formatting options including font and color changes, drag and drop capabilities, and border settings. Multiple paper sizes must be supported including 8 1/2" x 11", Legal, 11" x 17" | Yes |
| Users must be able to schedule the software to output to hard drives, printers, or email | Yes |
| The software shall provide sample scheduling and tracking with calendar view. Each sample shall track the tests to be run, analyst, sampler, sample time, method used, and result comments. The ability to schedule samples by various frequencies must be provided | Yes |
| Software must allow QA/QC calculations to be performed. QA/QC forms shall provide for entry of chain-of-custody (COC) information. Certificate of Analysis and COC reports shall be available | Yes |
| The software should be able to convert all existing lab spreadsheets into the new database | Yes – as long as the spreadsheets are in electronic format. |
| The database must have the ability to store or link to pdf and word files | Yes |
| The database must include at least 4 data entry forms/bench sheets and an MOR template | Yes |
| The database should have the capability of producing MOR and DMRs, or provide data in a format that can be imported into a DMR | Yes |
| To ensure successful use of the software, the vendor shall provide planning, implementation, training, and acceptance testing. No less than two planning sessions with key personnel will be required. These sessions will be used to identify parameters, reports and forms to include in the database, and to discuss configuration of database, equipment and maintenance needs, and ideas. Sample data from the existing excel spreadsheets and Data Historian (if available) will be obtained for development of interfaces | Yes |
| A schedule for installation and testing of software, modules and interfaces. The vendor must test the interfaces, stress test the calc engine, and perform overall system testing and configuration | Yes |
| Installation of database and testing of calculations, reports and forms | Yes |
| Training materials and user guides | Yes |
| Training must be provided at the City for at least 10 students. Training must cover basic data entry to advanced report design | Yes |

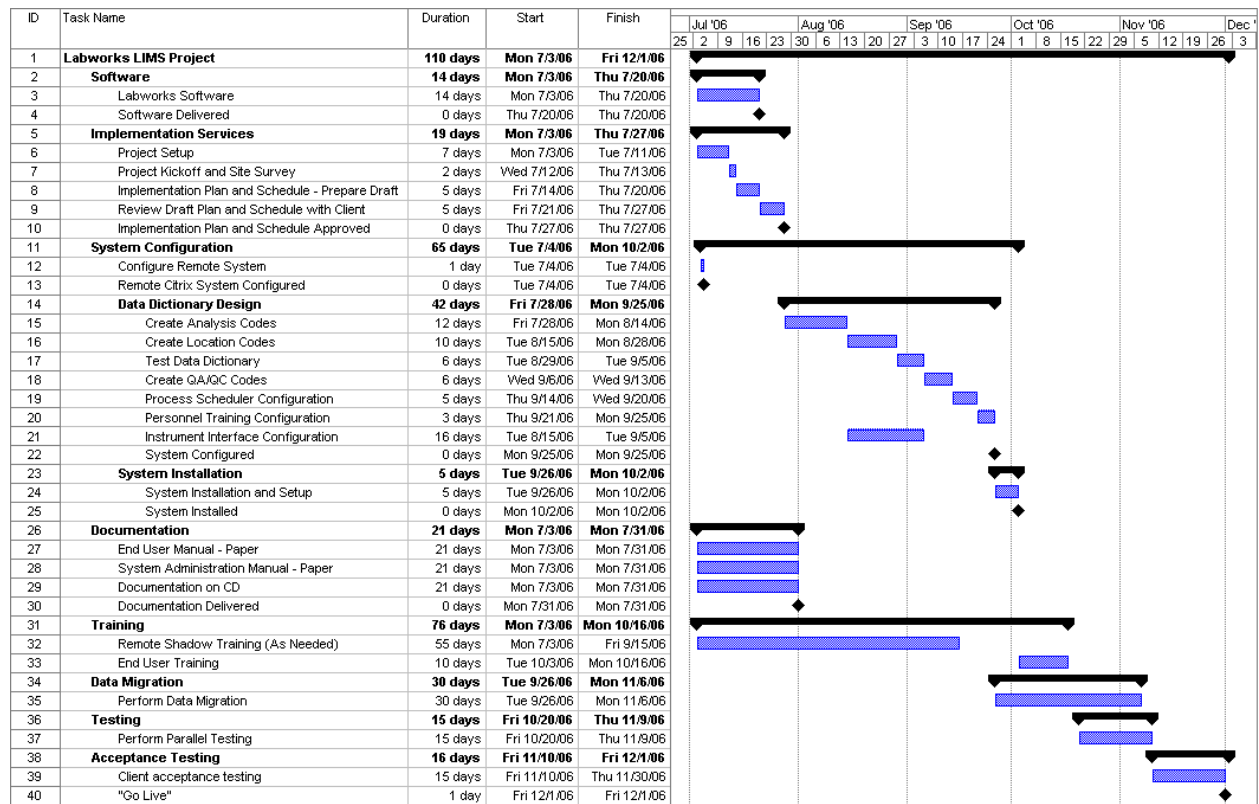


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| Program CD/DVD and documents for all software programs shall be supplied | Yes |
| At least one year of warranty and product support through multiple avenues, such as; phone, email, FTP, and web collaboration support services | Yes |

2. Schedule – A detailed schedule must be included that includes timing of installation, setup, training and startup.

PerkinElmer will work with Ann Arbor to develop a Project Timetable using Microsoft Project Planner, Primavera, Visio, or other similar project software. The Project Timetable identifies specific tasks and schedules throughout the waterLIMS™ implementation. The detail depth and the timeline for the LIMS waterLIMS™ installation vary by customer size and resources.

The figure below represents a sample Implementation Plan for LABWORKS waterLIMS™ using Microsoft Project Planner software. This is a sample plan of the implementation that would be undertaken for this project. The final plan will be part of discussed during any subsequent negotiations.



“AS IS” and “TO BE” Process Maps

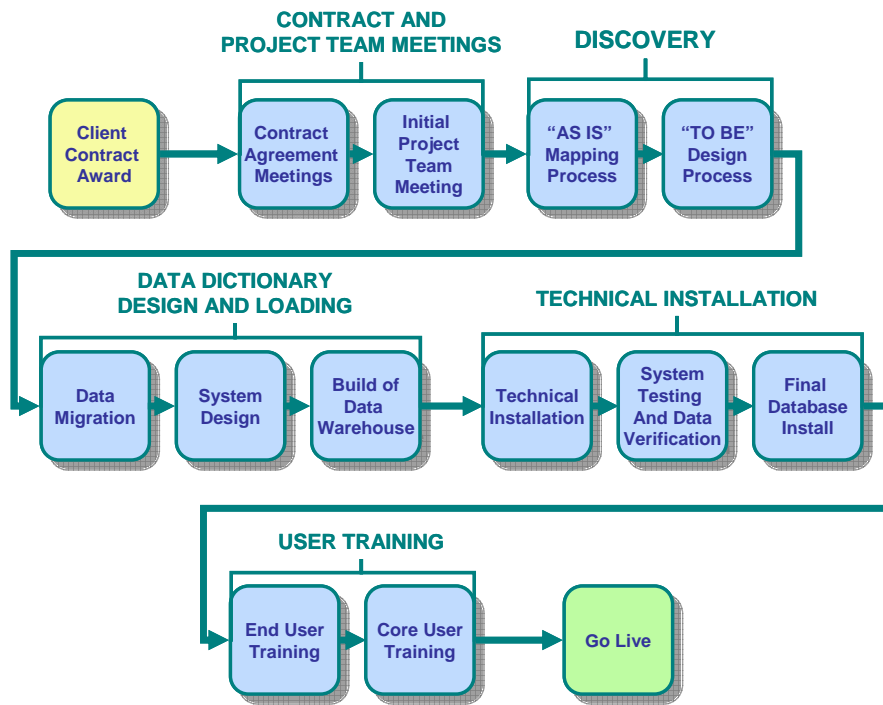
Using the data and notes compiled from our customer interaction, the PerkinElmer team develops a detailed process map, which accurately depicts the flow of a sample from collection to the final results. This stage is referred to as the “AS IS” map since it details how the laboratory operates today. The map is specific and includes a yes/no logic tree displaying the logic for each step in the workflow and the decision sample processing. In the “AS IS” map, any areas caught in a closed loop without a point of exit are identified as bottlenecks and are noted as “Opportunities for Improvement” or OFIs. When the “AS IS” map is completed and all parties agree on the content, the next step is to produce the “TO BE” map. This map follows the same analytical process by applying the configuration of the



waterLIMS™ to the existing workflow and business processes. The “TO BE” map should eliminate as many OFIs as possible, resulting in a more efficient system. When completed, this map is the visual plan for configuring the LIMS.

Our implementation system’s success hinges on understanding the customer’s existing workflow, business processes, expectations and in creating an environment conducive to teamwork and cooperation. That is why the LABWORKS™ Discovery and Implementation Process plays such a critical role from the beginning of our dialogue with Ann Arbor.

The process follows a well-defined path where a LABWORKS technical representative meets with you daily over a defined time period. The meetings are critical since they allow our staff to conduct interviews, inspect the facility and review records, instrument data files and relevant reports. These meetings result in the collection of data including forms, worksheets, schedules, specifications and reports. PerkinElmer also compiles electronic records with databases, spreadsheets, Standard Operating Procedures (SOPs), etc. All of these items are cataloged and identified as part of Discovery and Implementation.



LABWORKS Discovery process provides an assessment of these issues. The assessment considers:

- Faster lab throughput
- Elimination of manual actions
- Process bottlenecks
- Reporting automation
- Streamlining sample processing
- Supplies (chemicals, glassware, sample bottles) inventory management
- Lab performance management metrics (turn time, backlog, etc.)
- Resource allocation, work assignment and scheduling

3. Owners Role: The work plan shall identify City resources and staff time needed for the project



Throughout the course of the implementation, the following resources are required as indicated.

| Project Role | Required Commitment (percentage of his/her time) |
|--|--|
| LABWORKS System Manager responsible for system administration in the laboratory: | 50% |
| IS person responsible for system startup and periodic system maintenance: | 15% |
| Laboratory personnel participating in training: | 10% |
| CDM – Client Designated Manager (Optional – at client’s reference) | TBD |

4. Warranties and Maintenance

Samples of LABWORKS Software License Agreement, PerkinElmer Services Agreement and LABWORKS Software Support & Maintenance Agreement are provided below for the City’s review.



LABWORKS Software License Agreement-21



PKI Services Agreement.doc




LABWORKS Software Support & Maintenance

Appendix A - Legal Status of Proposer

LEGAL STATUS OF PROPOSER

Proposer declares that it is:

* A corporation organized and doing business under the laws of the state of Delaware , for whom Judith Albrecht, bearing the office title of Assistant Secretary , whose signature is affixed to this proposal, is authorized to execute contracts.



Judith Albrecht
Assistant Secretary
PerkinElmer Inc.

EXHIBIT B

FEE SCHEDULE

See attached Quote dated January 31, 2011, for a total amount not to exceed \$105,026.00.

In addition to the \$105,026.00, reimbursement for travel and living expenses under Items 3, 4 and 5 shall be limited to actual, reasonable expenses and shall not exceed a total amount of \$5,000.00.

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-402-1919

To: S 1. CITY OF ANN ARBOR
CITY OF ANN ARBOR
MOLLY WADE
WATER TREATMENT PLANT
910 SUNSET RD
ANN ARBOR MI 48103

QUOTE NO.: 20394345
QUOTE VALID TO: 02/28/2011
QUOTE DATE: 01/31/2011
PAY. TERMS: Due Upon Receipt
FREIGHT TERMS: FOB Factory - Prepay & Add
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO.
FAX NO.
YOUR REFERENCE

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|------|----------|--|--------|------------|-----------|
| 1 | N5170060 | LABWORKS WATERLIMS FOR SQL SERVER | 1 | 25,500.00 | 25,500.00 |
| | | Sales Discount | | | 3,825.00- |
| | | LABWORKS v6 waterLIMS package delivers the core flexibility and reliability of LABWORKS LIMS, with a suite of productivity modules selected for applicability to Water/Wastewater Laboratories. | | | |
| | | The waterLIMS package includes the core software license and media for the current shipping version of LABWORKS LIMS application software for the SQL Server database platform. A two user network license for NWA is also provided as part of the core software. | | | |
| | | The waterLIMS package includes: | | | |
| | | · LABWORKS 6 WebTop Environment, for deployment flexibility. Any full user license may connect to LABWORKS as a Windows client, or as a Web client. The WebTop Environment provides a launch point for Sample Login, Results Entry, and Explorer that requires zero installation footprint on the client device. | | | |
| | | · LABWORKS 6 Administrator Suite, for simplified management of high level system configuration. Includes Gateway Administrator for managing databases, workstations, and users, and the Translation Toolkit for local language support. Also includes Data Archival and Restoration capabilities. | | | |
| | | · LABWORKS 6 Quality Suite, delivering the core capabilities needed to implement and demonstrate control over processes, system usage, and electronic records. This suite includes Audit Trail, Workflow Architect for process change control, Ownership management, User Privilege management, Personnel Training records, and Instrument Maintenance and Calibration tracking. Also licenses the use of the software to create an additional, fully functional database for non-production purposes, such as system development or testing/training. Use of this license is restricted to same site. | | | |

SEND PURCHASE ORDERS TO:

PerkinElmer Health Sciences, Inc.
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: 203-402-1919
Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: CRAIG BABINEC/3956
PREPARED BY: Gwen George-Bruno

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-402-1919

To: S I. CITY OF ANN ARBOR
CITY OF ANN ARBOR

QUOTE NO.: 20394345
QUOTE VALID TO: 02/28/2011
QUOTE DATE: 01/31/2011

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|------|----------|--|--------|------------|-------|
| | | <ul style="list-style-type: none"> · LABWORKS 6 Connectivity Suite, providing the core technologies needed for supporting and automating interfaces between LABWORKS and instruments, data, or information systems. Includes Serial Interface Manager, File Parsers, Scan and Process Manager, and licenses for up to five pre-built interfaces for PerkinElmer instruments from our standard interface library. · LABWORKS 6 LIMSLaunch Suite, for creating and maintaining your waterLIMS environment, including all of the tools needed to build and maintain Product, Location, Analysis, Calculation, and Specification/Limit definitions. LIMSLaunch also includes LABWORKS Report Designer, a fully integrated report writing tool using the market leading Crystal Reports® technology. The package comes bundled with 12 fully functional and ready to use example reports that include sample receipts, analysis turnaround reports, charts & graphs, etc Includes license for Crystal XI Developer. · LABWORKS 6 Desktop, the configurable launch point for sample registration, work assignment, results collection and evaluation, review and approval, and report generation. The Desktop also serves as a launch point for Lab Management tools such as Backlog, Exceptions, and Monthly Operations Reports, and provides the LABWORKS Message Manager. · Process Scheduler for scheduling routine sampling, and for monitoring sample status. Sample groups are maintained for organizing times and frequencies of sampling events, as well as the locations and analyses associated with those events. Process Scheduler can also provide an alternate user interface for many LABWORKS activities, launched from a time-refreshed sample status monitor. · Discharge Monitoring Report (DMR) Generator uses exported data from LABWORKS LIMS to generate NPDES DMR form 3320-1. Performs functions such as min., max., average concentration and average and max loading. Note: Due to complexity and differences in reporting requirements, additional on-site consulting time is required to set up this module. Please be prepared to provide examples of report formats needed to get proper estimate of consulting requirements. <p>A Full Single User License for LABWORKS is included in the waterLIMS package. The Full Single User License provides complete access to all licensed modules.</p> <p>A Single User License for the read-only LABWORKS Explorer module is also included in the waterLIMS Package. LABWORKS Explorer provides an easy to use, browser type interface for those who use but do not generate laboratory data. LABWORKS Explorer may be deployed as either a Windows or Web based application.</p> <p>LABWORKS v6 waterLIMS includes one year of LABWORKS Assist Support effective from the date of shipment. Assist Level Support includes Licensed Software Updates, Help Desk Support, access to the LABWORKS LIMS Support Portal, and credit for a System Manager training class. Please note that incremental support fees will be quoted for any optional modules purchased.</p> <p>LABWORKS v6 waterLIMS Package requires but does not include Installation and</p> | | | |

Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-402-1919

To: S I. CITY OF ANN ARBOR
CITY OF ANN ARBOR

QUOTE NO.: 20394345
QUOTE VALID TO: 02/28/2011
QUOTE DATE: 01/31/2011

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|------|----------|--|--------|------------|------------------------|
| | | Configuration services. System requires but does not include database software. | | | |
| 2 | N5170054 | ADDITIONAL USERS LABWORKS WATER LIMS Sales Discount LABWORKS Full Client is a complete user license, which provides access to all licensed base and optional products through the LABWORKS Desktop, or to available modules through the LABWORKS WebTop. Use of WebTop applications requires but does not include the installation of web services. | 7 | 4,080.00 | 28,560.00 4,284.00- |
| 3 | N0202802 | LABWORKS PROJECT MANAGER CONSULTING Sales Discount Per diem Consulting Rate, Project Manager. Project Management Services provided either on-site or off-site; on-site services do not include travel and living expenses, which are billed separately as incurred. | 15 | 2,200.00 | 33,000.00 4,950.00- |
| 4 | N0202802 | LABWORKS PM CONSULTING-SCADA INTERFACE Sales Discount Per diem Consulting Rate, Project Manager. Project Management Services provided either on-site or off-site; on-site services do not include travel and living expenses, which are billed separately as incurred. | 5 | 2,200.00 | 11,000.00 1,650.00- |
| 5 | N0202609 | LABWORKS ON-SITE TRAINING (PER DAY) Sales Discount Day course for up to 10 students. Client is responsible for providing training room and computers for the training course. Actual Travel & Living expenses will be billed as incurred. | 3 | 2,500.00 | 7,500.00 1,125.00- |
| 6 | N0202791 | CUSTOM INTERFACES-SCHIMATZU AA,DIONEX IC Sales Discount This covers the development of the interfaces by a member of the field implementation team. ● May require additional Instrument Interfacing Support Services. ● Travel and living expenses, if required, to be billed separately as incurred. | 2 | 3,500.00 | 7,000.00 1,050.00- |
| 7 | N0202802 | LABWORKS PM CONSULTING-WWATER IMPLEMENT Sales Discount The implementation will include specifically-designed Results Entry screens that will show only the specific sample points along with the date & time of data entry for the users in the Wastewater treatment area. Only samples with results to be entered for that day will be shown to the users in the water and wastewater area. | 5 | 2,200.00 | 11,000.00 1,650.00- |



Quotation

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: 203-402-1919

To: S 1. CITY OF ANN ARBOR
CITY OF ANN ARBOR

QUOTE NO.: 20394345
QUOTE VALID TO: 02/28/2011
QUOTE DATE: 01/31/2011

| ITEM | MATERIAL | DESCRIPTION | QTY/EA | UNIT PRICE | TOTAL |
|---|----------|-------------|--------|------------|------------|
| Total Net Price in USD: | | | | | 105,026.00 |
| <p>Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer us at 1-800-559-2755 ext. 69608</p> <p>Did you know that you can order selected products online at www.perkinelmer.com/shop?</p> <hr/> <p>CRAIG BABINEC/3956</p> | | | | | |

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.

* * * * *

EXHIBIT E
SOFTWARE LICENSE AGREEMENT

Software License Agreement

Subject to the following terms and conditions: **PerkinElmer Health Sciences, Inc** grants you (Client) a license to use the enclosed LABWORKS Enterprise software programs and documentation (Programs) as indicated below:

1. LICENSE This Agreement allows Client, its employees, consultants, contractors and agents, working on behalf of and for Client's benefit, to concurrently use the Programs solely for Client's operations for no more than the contracted licensed users. This is a non-transferable license. Throughout this Agreement, the terms and conditions affording Client the right to use the Programs extend to Client's employees, consultants, contractors and agents, whether at a corporate, division, subsidiary or affiliate location. Client may not use the Programs for commercial timesharing, rental or service bureau use. The Programs may not be transferred, sold, assigned or otherwise conveyed to another party without PerkinElmer Health Sciences, Inc.'s prior written consent. Notwithstanding the foregoing, PerkinElmer Health Sciences, Inc., in recognition that Client may need to divest itself of business entities from time to time, agrees to the following: In the event that Client divests, sells or transfers the stock or the assets of any of its business entities, subsidiaries, divisions, affiliates or locations, Client and the buyer of Client's divested business may, in addition to the rights specified in this Agreement, use the Programs licensed to Client by PerkinElmer Health Sciences, Inc. and hardware, if any, purchased from PerkinElmer Health Sciences, Inc. to continue to use electronic communication services for/to such divested entities for a period not to exceed twelve (12) months following the effective date of such divestiture ("Transition Period").

Any use by the buyer of the divested entity beyond the Transition Period would require licensing by the buyer.

Client agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs. Client agrees not to remove any product identification, copyright notices or other notices or proprietary restrictions from the Programs.

2. COPYING RESTRICTIONS The Programs are the proprietary product of PerkinElmer Health Sciences, Inc. and is protected by copyright law. Client understands and agrees that the Programs contain trade secrets and other confidential information of PerkinElmer Health Sciences, Inc. Client may copy the Programs as required in the normal course of Client's backup procedures for archival or disaster recovery testing purposes; no other copies shall be made without the prior written consent of PerkinElmer Health Sciences, Inc.. Client agrees that the Programs are the sole property of PerkinElmer Health Sciences, Inc. and understands that giving away or selling copies of all or part of the Programs code is theft of PerkinElmer Health Sciences, Inc. property.

3. PerkinElmer Health Sciences, Inc.'s RIGHTS By virtue of this Agreement, Client acknowledges and agrees that Client acquires only the right to use the Programs and does not acquire any rights of ownership in the Programs or the media upon which it is embodied. PerkinElmer Health Sciences, Inc. shall at all times retain all rights, title and interest in and to the Programs and its media.

4. TECHNICAL SUPPORT SERVICES Client must obtain Technical Support Services and/or update rights to the Programs from PerkinElmer Health Sciences, Inc. under PerkinElmer Health Sciences, Inc.'s then current fees and terms for software support.

5. DUAL MEDIA The Programs package may contain both 3.5 disks and CD-ROM disk; these duplicate copies of the Programs are for Client's convenience.

6. LIMITED WARRANTY The following warranties shall be effective for 90 days from implementation with Client: (i) PerkinElmer Health Sciences, Inc. warrants the enclosed disks to be free of defects in materials and workmanship under normal use; (ii) PerkinElmer Health Sciences, Inc. warrants that the Programs, unless modified by Client, will substantially perform the functions described in the documentation provided by PerkinElmer Health Sciences, Inc. when operated on the designated hardware and operating system. The Programs warranty does not cover any Programs that has been altered or changed in any way by anyone other than PerkinElmer Health Sciences, Inc.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.

7. EXCLUSIVE REMEDIES PerkinElmer Health Sciences, Inc. will replace any defective disk without charge if the defective disk is returned to PerkinElmer Health Sciences, Inc. within 90 days from the date of acquisition. If Client reports a critical defect in the Programs within the warranty period, PerkinElmer Health Sciences, Inc. shall, at its option, correct such defect, and provide Client a reasonable procedure to circumvent the defect. Should PerkinElmer Health Sciences, Inc. be unable to correct such defect within a 15 day period PerkinElmer Health Sciences, Inc. shall return to Client all license and other fees paid by Client for the Programs, support and installation services in order to use the Programs and the license shall be considered terminated upon such refund of fees. No warranty will be honored in the absence of a timely, signed User Registration and payment of license fee. These are Client's sole and exclusive remedies for any breach of warranty.

8. LIMITATION OF LIABILITY. PerkinElmer Health Sciences, Inc. SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL,

INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM ANY BREACH OF THESE WARRANTIES, EVEN IF PerkinElmer Health Sciences, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PROVISIONS GOVERNING PATENT AND COPYRIGHT INFRINGEMENT, SECTION 11, SHALL PREVAIL.

9. TERM OF LICENSE This Agreement is effective from the date of purchase and shall remain in force so long as CLIENT uses the Programs in compliance with this Agreement. Any breach of this Agreement by Client shall constitute an immediate termination. In the event of such termination, Client will return to PerkinElmer Health Sciences, Inc. the original licensed Programs and all materials provided for or with the Programs, and destroy all copies thereof. In the event of termination, the provisions of this Agreement which protects the rights of PerkinElmer Health Sciences, Inc. shall remain in force.

10. COMPLETE AGREEMENT This Agreement sets forth the entire agreement between the parties as to the subject matter of this Agreement, and supersedes all prior agreements, commitments, representations, writings and discussions between them, whether written or oral, with respect to the subject matter hereof. The terms of this Agreement shall supersede the terms of any purchase order or other instrument issued by Client for the Programs.

11. PATENT AND COPYRIGHT INFRINGEMENT PerkinElmer Health Sciences, Inc. warrants and represents to Client that: (i) PerkinElmer Health Sciences, Inc. has the right to license the Programs to Client without obtaining the consent of any other person; and (ii) the Programs does not infringe any U.S. copyright, patent or other intellectual property right of another. PerkinElmer Health Sciences, Inc. shall, at its expense, indemnify, defend and hold Client harmless against any claim and indemnifies Client against any and all costs, expenses and damages associated with the Programs infringing any U.S. copyright patent or other intellectual property right of another. Client shall allow PerkinElmer Health Sciences, Inc., at PerkinElmer Health Sciences, Inc.'s option and expense, if any infringement claim has occurred or in PerkinElmer Health Sciences, Inc.'s reasonable judgment is likely to occur, to procure the Programs so that the Programs become non-infringing; and, as a course of last resort, if the foregoing alternative is not available on terms that are commercially reasonable, in PerkinElmer Health Sciences, Inc.'s sole discretion, then Client shall, upon the request of PerkinElmer Health Sciences, Inc., return the Programs to PerkinElmer Health Sciences, Inc., whereupon PerkinElmer Health Sciences, Inc. shall return to Client all license and other fees paid by Client for the Programs and support and installation services in order to use the Programs, and the license shall be considered terminated upon such refund of fees.

12. NOTICES Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage prepaid, addressed or telecopied, as the case may be, to the other party at its address set forth on the purchase order or at such other address designated by notice in the manner provided in this subsection from time to time. Such notice shall be deemed to have been received upon the date of actual delivery if personally delivered or, in the case of mailing, two (2) days after deposit in the mail, or, in the case of facsimile transmission, when confirmed by the facsimile machine report.

13. MISCELLANEOUS PROVISIONS This Agreement shall inure to the benefit of and be binding upon PerkinElmer Health Sciences, Inc., Client, and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

PerkinElmer Health Sciences, Inc. warrants that the LABWORKS software and related modules do not and will not contain any logic, algorithms, routines, sub-routines or programs which are date or time sensitive and that will activate and suspend production or processing and require PerkinElmer Health Sciences, Inc. intervention before processing can resume.

It is expressly understood that no representations promised, warranties or agreements have been made by either party except in writing and signed by the proper and duly authorized representative of the party to be bound thereby.

No party shall be deemed to have waived any right, power or privilege under this Agreement or any provision hereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any part thereof, or the right of any party to thereafter enforce each and every such provision. No waiver of a breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies permitted under this Agreement shall be taken and construed and cumulative.

If any provision of this Agreement or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby; provided, however, that if any provision of application hereof is invalid or unenforceable, then a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Agreement including the invalid or unenforceable provision.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflict or choice of law of such State.

The captions of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Company: _____

Street Address: _____

City, Postal Code: _____

Contact Name: _____

Phone: _____

FAX: _____

By: _____ Date: _____
Customer Name

By: _____ Date: _____
PerkinElmer Health Sciences, Inc.

EXHIBIT F

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

LABWORKS Software Support and Maintenance Agreement

The goal of PerkinElmer Health Sciences Inc., is to deliver the highest level of support services in order to meet the needs of our clients. We offer three levels of support services – Assist, Enhanced and Premier – depending on the level these services may include on-site services and classroom training.

Scope of Support Services

The following software support levels are available:

LABWORKS Assist Service

Assist plan provides a standard level of support services for LABWORKS LIMS. The plan includes the following:

- License Software and Documentation Updates
- 800 Support Number
- Telephone Help Desk
- E-mail Support
- Go-To-Assist Remote Support
- Escalation Process (for support requiring LABWORKS Engineering assistance)
- Written Resolution Acknowledgement delivered to the designated System Manager via e-mail upon inquiry resolution
- Access to LABWORKS User Site and Support Portal
- One (1) System Manager Training Class for one person at a PerkinElmer Training Facility

LABWORKS Enhanced Service

Enhanced plan offers an intermediate level of support services for LABWORKS LIMS. The Enhanced plan includes all of the services from LABWORKS Assist in addition to the following:

- Annual Preventive Maintenance Visit – (1) 2 day visit
- One (1) LABWORKS User Training Class for one person at a PerkinElmer Training Facility

LABWORKS Premier Service

Premier Plan is the most complete and comprehensive level of support level available for LABWORKS LIMS. The Premier plan includes all of the services from Enhanced in addition to the following:

- Priority response from support specialists
- Includes: 5 days consulting time for off-site or onsite assistance (maximum 2 visits)
- One (1) Report Writing Class for one person at a PerkinElmer Training Facility

LABWORKS Software Support and Maintenance Agreement

I. Effective Term and Renewal

The software support services covered under the terms of this Agreement are for a one-year period. The effective date of the first year period will begin the day the software is shipped. It shall be renewed automatically on an annual basis. If the customer decides not to renew they must notify PerkinElmer in writing 90 days prior to the renewal period start date. Customers may select amongst the different service program offerings at the commencement of each period.

II. Standard Product Updates

Periodically, PerkinElmer will issue updates to the LABWORKS LIMS software product covered by this Agreement. Updates to the product may include program fixes and improvements to the functionality of the product. LABWORKS Technical support will provide clients on current support with updates (when available).

III. Payment Terms

The annual fee for software support is due in full at the time of software shipment or Agreement renewal. Increase in software support prices costs shall not exceed a six (6) percent annual increase over the prior year's software support fee for first three years.

Any services provided by PerkinElmer that are outside of the software support services identified above will be performed and billed on a time and materials basis in accordance with PerkinElmer's standard price schedule, unless otherwise provided in the original license contract.

IV. Response Time

PerkinElmer will endeavor to respond to all customer support requests in a timely manner. Technical phone support hours are Monday through Friday; 8:00 am – 8:00 pm EST (Excluding holidays). Average response times are same day for standard issues. PerkinElmer utilizes the latest support software to keep track of Help Desk issues. When incoming support calls require Engineering review, they are given an issue number and entered into a support database. The call is then given to a support representative for resolution.

V. Warranty Period

The following warranties shall be effective for the one year period coinciding with the one year period of the software support agreement: (i) PerkinElmer warrants that all software program disks to be free of defects in materials and workmanship under normal use; (ii) PerkinElmer warrants that the Program, unless modified by Client, will substantially perform the functions described in the documentation provided by PerkinElmer when operated on the designated hardware and operating system. The Program warranty does not cover any Program that has been altered or changed in any way by anyone other than PerkinElmer.

VI. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by

LABWORKS Software Support and Maintenance Agreement

PerkinElmer Health Sciences, Inc. or the Customer. Any modifications to this Agreement must be in writing signed by both parties.

If specific or custom reports are written by PerkinElmer, these can be supported as part of the support and maintenance agreement for an additional fee. Any support or trouble shooting of customer created reports will be based on current rates of service.

Should the software contract lapse at any time, a reinstatement fee equivalent to the rate that would have been paid for LABWORKS Assist during the lapsed period will be charged.

PerkinElmer cannot guarantee resolution to problems without remote access to your system.

Company: _____

Street Address: _____

City, State, Postal Code: _____

Contact Name: _____

Phone: _____ FAX: _____

Annual Maintenance Period: _____ to _____

Invoice #: _____ Invoice Date: _____

Invoice Amount: _____

By: _____ Date: _____

Customer Name

By: _____ Date: _____

PerkinElmer Health Sciences, Inc. * 710 Bridgeport Avenue * Shelton, CT 06484

PerkinElmer Inc.
Schedule of Endorsements

SCHEDULE OF FORMS AND ENDORSEMENTS

| <u>Form Number</u> | <u>Form Name</u> | <u>Endorsement Number</u> | <u>Comments / Expiring End.</u> |
|--------------------|--|---------------------------|---------------------------------|
| GPO 4613 R1 | Policy Cover | | |
| GPO 4081 R3 | Com'l General Liability Declaration | | |
| GPO 4977 02 09 | Producer Name and Mail Address Schedule | | |
| GPO 4054 R1 | Declarations Extension Schedule | | |
| LN 99 05 07 05 | Broad Form Named Insured Endorsement | 1 | 1 |
| LC 99 12 06 05 | Composite Rate Endorsement | 2 | 14 |
| LC 03 01 06 05 | Deductible - Damages (Pro-Rata Supplementary Payments) | 3 | 29 |
| LN 04 09 06 05 | Combined (Named Peril and Time Element) Pollution Liability Coverage | 4 | 2 |
| CG 04 36 12 04 | Limited Products Withdrawal Expense Endorsement | 5 | 3 |
| CG 21 53 01 96 | Exclusion - Designated Ongoing Operations | 6 | 6 |
| LC 21 05 06 07 | Aircraft Products Exclusion | 7 | 7 |
| CG 21 00 07 98 | Exclusion - All Hazards in Connection With Designated Premises | 8 | 8 |
| LC 21 01 06 05 | Asbestos Exclusion Endorsement | 9 | 9 |
| CG 20 11 01 96 | Additional Insured - Managers or Lessors of Premises | 10 | 10 |
| LC 21 02 06 05 | Silica Exclusion Endorsement | 11 | 11 |
| CG 21 53 01 96 | Exclusion - Designated Ongoing Operations | 12 | 12 |
| CG 21 34 01 87 | Exclusion - Designated Work | 13 | 13 |
| LN 29 06 06 05 | Advertisement Redefined | 14 | 4 |
| CG 20 28 07 04 | Additional Insured - Lessor Of Leased Equipment | 15 | 15 |
| CG 21 51 09 89 | Amendment of Liquor Liability Exclusion - Exception For Scheduled Activities | 16 | 16 |
| IL 00 21 09 08 | Nuclear Energy Liability Exclusion Endorsement | 17 | 17 |
| CG 20 26 07 04 | Additional Insured - Designated Person Or Organization | 18 | 18 |
| CG 24 04 05 09 | Waiver of Transfer of Rights of Recovery Against Others to Us | 19 | 19 |
| CG 21 70 01 08 | Cap On Losses From Certified Acts Of Terrorism | 20 | 20 |
| CG 21 76 01 08 | Exclusion of Punitive Damages Related To A Certified Act Of Terrorism | 21 | 21 |

SCHEDULE OF FORMS AND ENDORSEMENTS

| | | | |
|----------------|---|----|----|
| LN 29 03 06 05 | Bodily Injury Redefined | 22 | 22 |
| CG 20 10 07 04 | Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization | 23 | 23 |
| LC 99 01 06 05 | Notice of Occurrence | 24 | 24 |
| LC 99 03 06 07 | Unintentional Failure to Disclose | 25 | 25 |
| LC 99 02 06 07 | Knowledge of Occurrence | 26 | 26 |
| CG 21 47 12 07 | Employment - Related Practices Exclusion | 27 | 27 |
| CG 21 49 09 99 | Total Pollution Exclusion Endorsement | 28 | 28 |
| CG 21 16 07 98 | Exclusion - Designated Professional Services | 29 | 5 |
| CG 02 24 10 93 | Earlier Notice of Cancellation Provided By Us | 30 | 30 |
| LA 02 10 02 06 | Notice of Cancellation and Nonrenewal | 31 | 31 |
| LC 04 01 06 05 | Reasonable Force | 32 | 32 |
| LC 04 02 06 05 | Professional Health Care Services by Employee Coverage | 33 | 33 |
| LC 04 04 06 05 | Bodily Injury to Co-Employee Coverage | 34 | 34 |
| LN 04 05 06 05 | Broadened Damage To Premises Rented To You Coverage | 35 | 35 |
| LN 20 01 06 05 | Blanket Additional Insured | 36 | 36 |
| CG 26 93 01 08 | Alaska Exclusion of Punitive Damages Related To A Certified Act Of Terrorism | 37 | 37 |
| CG 26 86 01 08 | Arkansas Exclusion of Punitive Damages Related To A Certified Act Of Terrorism | 38 | 38 |
| CG 24 12 11 85 | Boats | 39 | 39 |
| LC 29 01 06 05 | Coverage Territory Redefined | 40 | 40 |
| LN 29 04 06 05 | Personal And Advertising Injury Redefined | 41 | 41 |
| LC 21 04 06 05 | Discrimination Exclusion | 42 | 42 |
| CG 24 08 10 93 | Liquor Liability | 43 | 43 |
| LC 25 13 08 08 | Non-Cumulation of Liability (Same Occurrence) | 44 | 44 |
| LN 99 04 06 05 | Premium Responsibility Endorsement | 45 | 45 |
| CG 04 35 12 07 | Employee Benefits Liability Coverage | 46 | 46 |
| GPO 4887 12 07 | Policyholder Disclosure - Terrorism Risk Insurance | | |

SCHEDULE OF FORMS AND ENDORSEMENTS

| | | | |
|---------------------|---|----|----|
| | Act | 47 | 47 |
| CG 00 68 05 09 | Recording and Distribution of Material or Information in Violation of Law Exclusion | 48 | 48 |
| CG 25 04 05 09 | Designated Location(s) General Aggregate Limit | 49 | 49 |
| LA 99 224 09 10 | Notice of Cancellation to Third Parties | 50 | 55 |
| LC 29 06 08 08 | Personal and Advertising Injury - Occurrence Redefined | 51 | 51 |
| CG 21 33 11 85 | Exclusion - Designated Products | 52 | 52 |
| IL 00 17 11 98 | Common Policy Conditions | | |
| CG 00 01 12 07 | Commercial General Liability Coverage Form | | |
| GPO4079 R2 03 01 02 | Liability Policy Dividend Conditions | | |

Miscellaneous Form and Endorsement Schedule

Policy Notices and Applications

| <u>Form Number</u> | <u>Form Name</u> |
|--------------------|--|
| GPO 4094 R2 | Virginia Important Information to Policyholders |
| GPO 4098 | Notice |
| GPO 4108 | Utah Important Information to Policyholders |
| GPO 4113 R1 | Colorado Important Notice To Policyholders |
| GPO 4169 | Ohio Insurance Fraud |
| GPO 4170 R1 | Important Notice |
| GPO 4605 R1 | Workers Compensation Information for Kansas Employers and Employees |
| GPO 4605 S R1 | Workers Compensation Information for Kansas Employers and Employees (Spanish) |
| GPO 4663 R2 | Important Workers' Compensation Information For Florida Employers |
| GPO 4691 | Notice of Insured's Rights |
| GPO 4740 | Colorado Notice to Policyholders |
| GPO 4821 R2 | Policyholder Disclosure Illinois Workers' Compensation Commission Surcharge |
| GPO 4847 | New York Workers Compensation Security Fund Recoupment |
| GPO 4908 | Notice to Maryland Employers |
| SNI 03 01 07 10 | Arkansas Notice to Policyholders |
| SNI 90 01 09 10 | Policyholder Notice - Company Contact Information |
| GPO 4756 R4 | Liberty Mutual Workers Compensation, Group Benefits, and Helmsman Management Services, LLC Privacy Practices Disclosure Notice |
| SNW 22 01 07 10 | Minnesota Loss Control Services |
| SNW 24 01 07 10 | Missouri Loss Control Services |
| SNW 25 01 07 10 | Montana Loss Control Services |
| SNW 37 01 07 10 | Pennsylvania Loss Control Services |
| SNW 03 01 07 10 | Arkansas Loss Control Services |
| SNW 15 01 07 10 | Kansas Loss Control Services |
| SNW 35 01 07 10 | Oklahoma Loss Control Services |
| SNW 42 01 07 10 | Texas Loss Control Services |

Policy Schedules

| <u>Form Number</u> | <u>Form Name</u> |
|--------------------|---|
| WC 00 00 00 A | WC Company 7 Jacket (GPO 4035 R1) |
| WC 00 00 01 A | Information Page (1 YR) |
| GPO 4977 | Producer Name and Mail Address Schedule |
| GPO 4741 | Miscellaneous Form and Endorsement Schedule |
| PA 505 | Premium Summary Report by State |

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Liberty Insurance Corporation

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Continued:

Policy Schedules

| <u>Form Number</u> | <u>Form Name</u> |
|--------------------|---|
| GPO 2923 | Item 4. Premium - Extension of Information Page |
| GPO 2926 | U.S.L. and H.W. Compensation Act Schedule |
| GPO 4162 R1 | Named Insured Link Schedule |

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|---|-----------------------|-----------------|
| WC 99 20 16 | Name of Insured Endorsement (Manual Fill-in) | End. 1 | Expiring 1 |
| WC 00 01 06 A | Longshore and Harbor Workers' Compensation Act Coverage | End. 2 | 5 |
| WC 00 01 09 A | Outer Continental Shelf Lands Act Coverage | End. 3 | 6 |
| WC 00 02 01 A | Maritime Coverage Endorsement | End. 4 | 7 |
| WC 00 02 03 | Voluntary Compensation Maritime Coverage Endorsement | End. 5 | 8 |
| WC 00 03 01 A | Alternate Employer Endorsement | End. 6 | 9 |
| WC 00 03 01 A | Alternate Employer Endorsement | End. 7 | 10 |
| WC 00 03 02 | Designated Workplaces Exclusion Endorsement | End. 8 | 11 |
| WC 00 03 03 C | Employers Liability Coverage | End. 9 | 12 |
| WC 00 03 11 A | Voluntary Compensation and Employers Liability Coverage | End. 10 | 13 |
| WC 00 03 13 | Waiver of Our Right to Recover From Others Endorsement | End. 11 | 14 |
| WC 00 03 13 | Waiver of Our Right to Recover From Others Endorsement | End. 12 | 16 |
| WC 00 04 04 | Pending Rate Change | End. 13 | 17 |
| WC 00 04 14 | Notification of Change in Ownership | End. 14 | 18 |
| WC 00 04 19 | Premium Due Date Endorsement | End. 15 | 19 |
| WC 00 04 21 C | Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement | End. 16 | 20 |
| WC 00 04 22 A | Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | End. 17 | 21 |

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Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 02 04 01 C | Arizona Alcohol- and Drug-Free Workplace Premium Credit Endorsement | End. 18 | 22 |
| WC 02 06 01 | Arizona Cancellation | End. 19 | 23 |
| WC 03 06 01 A | Arkansas Amendatory | End. 20 | 24 |
| WC 04 03 06 | Waiver of Our Right to Recover From Others - California | End. 21 | 15 |
| WC 05 04 02 | Colorado Classification | End. 22 | 25 |
| WC 05 04 03 | Colorado Premium Credit for Certified Risk Management Programs | End. 23 | 26 |
| WC 06 03 01 | Connecticut Application of Workers Compensation Insurance Endorsement | End. 24 | 27 |
| WC 06 03 03 B | Connecticut Workers Compensation Funds Endorsement | End. 25 | 28 |
| WC 06 06 01 | Connecticut Nonrenewal Endorsement | End. 26 | 29 |
| WC 07 06 01 | Delaware Nonrenewal | End. 27 | 30 |
| WC 08 06 01 | District of Columbia Cancellation Endorsement | End. 28 | 31 |
| WC 09 03 03 | Florida Employers Liability Coverage Endorsement | End. 29 | 32 |
| WC 09 04 03 A | Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement | End. 30 | 33 |
| WC 09 06 06 | Florida Employment and Wage Information Release | End. 31 | 34 |
| WC 10 06 01 A | Georgia Cancellation, Nonrenewal and Change Endorsement | End. 32 | 35 |
| WC 11 04 02 | Idaho Alcohol- and Drug-Free Workplace Premium Credit Endorsement | End. 33 | New |
| WC 12 06 01 C | Illinois Amendatory Endorsement | End. 34 | 36 |
| WC 15 04 01 A | Kansas Final Premium Endorsement | End. 35 | 37 |

Liberty Insurance Corporation

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Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 15 06 01 A | Kansas Cancellation and Nonrenewal Endorsement | End. 36 | 38 |
| WC 16 03 05 | Kentucky Part One Workers Compensation Insurance Endorsement | End. 37 | 39 |
| WC 16 06 01 | Kentucky Cancellation and Nonrenewal Endorsement | End. 38 | 40 |
| WC 16 06 02 | Kentucky Notice of Appeal Rights | End. 39 | 41 |
| WC 17 03 03 | Louisiana Duty to Defend Endorsement | End. 40 | 42 |
| WC 17 06 01 D | Louisiana Amendatory Endorsement | End. 41 | 43 |
| WC 17 06 02 A | Louisiana Cost Containment Act | End. 42 | 44 |
| WC 19 06 01 E | Maryland Cancellation and Nonrenewal Endorsement | End. 43 | 45 |
| WC 20 03 01 | Massachusetts Limits of Liability Endorsement | End. 44 | 46 |
| WC 20 03 02 A | Massachusetts - Assessment Charge | End. 45 | 47 |
| WC 20 03 03 D | Massachusetts Notice to Policyholder Endorsement | End. 46 | 48 |
| WC 20 04 01 | Massachusetts Pending Premium Change | End. 47 | 49 |
| WC 20 04 05 | Massachusetts Premium Due Date Endorsement | End. 48 | 50 |
| WC 20 06 01 A | Massachusetts Cancellation Endorsement | End. 49 | 51 |
| WC 21 03 03 A | Michigan Notice to Policyholder | End. 50 | 52 |
| WC 21 03 04 | Michigan Law | End. 51 | 53 |
| WC 22 00 00 A | Minnesota Amendatory Endorsement | End. 52 | 54 |
| WC 22 06 01 D | Minnesota Cancellation and Nonrenewal Endorsement | End. 53 | 55 |
| WC 24 04 06 C | Missouri Employer Paid Medical Endorsement | End. 54 | 56 |
| WC 24 06 01 B | Missouri Cancellation and Nonrenewal Endorsement | End. 55 | 57 |

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Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 24 06 02 B | Missouri Property and Casualty Guaranty Association Notification Endorsement | End. 56 | 58 |
| WC 24 06 04 | Missouri Amendatory | End. 57 | 59 |
| WC 25 03 05 | Montana Intentional Injury Exclusion Endorsement | End. 58 | 60 |
| WC 25 06 01 A | Montana Cancellation and Nonrenewal Endorsement | End. 59 | 61 |
| WC 25 06 02 | Montana Safety Endorsement | End. 60 | 62 |
| WC 26 06 01 C | Nebraska Cancellation and Nonrenewal | End. 61 | 63 |
| WC 27 06 01 C | Nevada Cancellation and Nonrenewal Endorsement | End. 62 | 64 |
| WC 28 06 01 | New Hampshire Sole Representative | End. 63 | 65 |
| WC 28 06 04 | New Hampshire Amendatory | End. 64 | 66 |
| WC 29 03 06 B | New Jersey Part Two Employers Liability Endorsement | End. 65 | 67 |
| WC 29 06 01 A | New Jersey Large Risk - Large Deductible | End. 66 | 68 |
| WC 29 06 02 B | New Jersey Large Risk - Large Deductible Retrospective Adjustment Endorsement | End. 67 | 69 |
| WC 29 06 03 | New Jersey Participating Provision | End. 68 | 70 |
| WC 30 03 01 | New Mexico Safety Device Coverage | End. 69 | 71 |
| WC 30 06 01 | New Mexico Cancellation and Nonrenewal Endorsement | End. 70 | 72 |
| WC 31 03 08 | New York Limit of Liability | End. 71 | 73 |
| WC 31 03 19 E | New York Construction Classification Premium Adjustment Program Explanatory Endorsement | End. 72 | 74 |
| WC 32 03 01 B | North Carolina Amended Coverage Endorsement | End. 73 | 75 |
| WC 35 06 01 E | Oklahoma Cancellation, Nonrenewal and Change Endorsement | End. 74 | 76 |
| WC 35 06 03 | Oklahoma Fraud Warning | End. 75 | 77 |

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Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 35 06 04 | Oklahoma Election of Coverage Notification | End. 76 | 78 |
| WC 37 06 01 | Special Pennsylvania Endorsement - Inspection of Manuals | End. 77 | 80 |
| WC 37 06 02 | Pennsylvania Notice | End. 78 | 81 |
| WC 37 06 03 A | Pennsylvania Act 86-1986 Endorsement - Nonrenewal, Notice of Increase of Premium, and Return of Unearned Premium | End. 79 | 82 |
| WC 37 06 04 | Pennsylvania Employer Assessment Endorsement | End. 80 | 83 |
| WC 38 04 01 A | Rhode Island Short Rate Cancellation Endorsement | End. 81 | 84 |
| WC 38 06 01 | Rhode Island Direct Liability Statute | End. 82 | 85 |
| WC 38 06 02 | Rhode Island Safety Inspection | End. 83 | 86 |
| WC 42 03 01 F | Texas Amendatory Endorsement | End. 84 | 87 |
| WC 42 03 04 A | Texas Waiver of Our Right to Recover From Others | End. 85 | 88 |
| WC 42 04 07 | Texas - Audit Premium and Retrospective Premium Endorsement | End. 86 | 89 |
| WC 43 06 02 | Utah Cancellation Endorsement | End. 87 | 90 |
| WC 44 06 01 | Vermont Law | End. 88 | 91 |
| WC 44 06 02 A | Vermont Cancellation and Nonrenewal Endorsement | End. 89 | 92 |
| WC 45 06 02 | Virginia Amendatory | End. 90 | 93 |
| WC 47 03 01 A | West Virginia Employers Liability Insurance Intentional Act Exclusion Endorsement | End. 91 | 132 |
| WC 47 03 02 | West Virginia Workers Compensation Insurance Recovery From Others Endorsement | End. 92 | 133 |
| WC 47 06 01 | West Virginia Cancellation Endorsement | End. 93 | 134 |
| WC 99 03 07 | Louisiana Punitive Damages Endorsement | End. 94 | 97 |

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Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 99 03 12 | Repatriation Expense Endorsement | End. 95 | 98 |
| WC 99 04 03 | Policies Combined for Interstate Experience Rating Endorsement | End. 96 | 99 |
| WC 99 06 10 | Foreign Coverage Endorsement | End. 97 | 100 |
| WC 99 06 19 | Tax and Assessment Charges - Kentucky | End. 98 | 101 |
| WC 99 06 25 R2 | Deductible Endorsement | End. 99 | 102 |
| WC 99 06 27 R2 | Deductible Endorsement | End. 100 | 103 |
| WC 99 06 29 R1 | Pennsylvania Deductible Endorsement | End. 101 | 104 |
| WC 99 06 31 R2 | Massachusetts Deductible Endorsement | End. 102 | 105 |
| WC 99 06 33 | Participating Provision Endorsement - Missouri | End. 103 | 106 |
| WC 99 06 35 R1 | Vermont Deductible Endorsement | End. 104 | 107 |
| WC 99 06 37 | Illinois Amendment to Deductible Endorsement | End. 105 | 108 |
| WC 99 06 38 R1 | Illinois Deductible Endorsement | End. 106 | 109 |
| WC 99 06 42 | Arkansas Deductible Cancellation Endorsement | End. 107 | 110 |
| WC 99 06 43 R1 | Michigan Deductible Endorsement | End. 108 | 111 |
| WC 99 06 47 R2 | Delaware Loss Reimbursement Endorsement | End. 109 | 112 |
| WC 99 06 49 R1 | Arkansas Deductible Endorsement | End. 110 | 113 |
| WC 99 06 51 | Louisiana Deductible Endorsement | End. 111 | 114 |
| WC 99 06 52 | New Hampshire Notice of Cancellation | End. 112 | 115 |
| WC 99 06 57 | Colorado Cancellation Notice | End. 113 | 116 |
| WC 99 06 58 | Nebraska Deductible Endorsement | End. 114 | 117 |
| WC 99 06 68 | Missouri Deductible Endorsement | End. 115 | 118 |
| WC 99 06 71 R1 | Oklahoma Loss Reimbursement Endorsement | End. 116 | 119 |

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Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements

| <u>Form Number</u> | <u>Form Name</u> | <u>End Serial No.</u> | <u>Comments</u> |
|--------------------|--|-----------------------|-----------------|
| WC 99 06 74 | Texas Deductible Endorsement | End. 117 | 120 |
| WC 99 06 79 | Utah Deductible Endorsement | End. 118 | 121 |
| WC 99 06 85 | Ohio Employers Liability Coverage | End. 119 | 122 |
| WC 99 06 86 R1 | Colorado Deductible Endorsement | End. 120 | 123 |
| WC 99 06 95 | Maryland Deductible Cancellation Endorsement | End. 121 | 124 |
| WC 99 13 33 | Illinois Contractual Amendment Endorsement | End. 122 | 125 |
| WC 99 16 01 | Arizona Deductible Endorsement | End. 123 | 126 |
| WC 99 16 04 R1 | Florida Large Deductible Endorsement - Occurrence Basis Deductible Limit Includes ALAE | End. 124 | 127 |
| WC 99 16 64 | West Virginia Large Deductible Endorsement - Per Occurrence Basis Deductible Limit Includes ALAE | End. 125 | 135 |
| WC 99 16 69 | Knowledge and Notice of Occurrence Endorsement | End. 126 | 4 |
| WC 99 16 71 | Unintentional Errors and Omissions Endorsement | End. 127 | 3 |
| WC 99 20 07 | Countersignature Endorsement - Nevada | End. 128 | New |
| WC 99 20 08 | Countersignature Endorsement - Arizona | End. 129 | New |
| WC 99 20 09 | Countersignature Endorsement - Florida | End. 130 | New |
| WC 99 20 13 | Notice of Cancellation | End. 131 | 94, 95, 96 |
| WC 99 20 15 | Notice of Material Change | End. 132 | 94, 95, 96 |
| 102 | Notice of Cancellation to Third Parties | End. 133 | 142 |



Contract Compliance Forms

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization PerkinElmer Health Sciences, Inc. Date Form Completed 11/1/10
 Name and Title of Person Completing this Form Stella Frank, Contract Administrator Name of President Robert F. Friel
 Address 710 Bridgeport Avenue, Shelton (Street address) (City) CT (State) 06484 (ZIP) County Fairfield Phone # 800-762-4000
 Fax# 203-944-4982 (Area Code) Email Address ContractsShelton@perkinelmer.com (Area Code)

EMPLOYMENT DATA (Report employees in only one category)

| Job Categories | Number of Employees | | | | | | | | | | TOTAL COLUMNS A-M | | |
|-----------------------------|---------------------|----|----|----|---|--------|-----|----|----|----|-------------------------|---|------|
| | Male | | | | | Female | | | | | | | |
| Exec/Sr. Level Officials | A | B | C | D | F | G | H | I | J | K | L | M | |
| Supervisors | 180 | 3 | 3 | 5 | 1 | 0 | 44 | 1 | 2 | 0 | 0 | 1 | 240 |
| Professionals | | | | | | | | | | | | | |
| Technicians | 358 | 15 | 37 | 5 | 4 | 1 | 166 | 7 | 27 | 9 | 2 | 1 | 632 |
| Sales | 360 | 25 | 29 | 44 | 2 | 1 | 42 | 7 | 15 | 5 | 0 | 0 | 530 |
| Admin. Support | 176 | 5 | 10 | 8 | 0 | 0 | 95 | 3 | 5 | 4 | 0 | 0 | 306 |
| Craftspeople | 41 | 10 | 2 | 2 | 0 | 0 | 118 | 42 | 3 | 14 | 2 | 0 | 234 |
| Operatives | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |
| Service Workers | 30 | 8 | 8 | 10 | 0 | 1 | 5 | 0 | 3 | 2 | 0 | 0 | 67 |
| Laborers/Helper | 4 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 7 |
| Apprentices | 17 | 9 | 1 | 4 | 0 | 0 | 4 | 2 | 0 | 2 | 0 | 0 | 39 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 1175 | 75 | 91 | 79 | 7 | 3 | 474 | 63 | 55 | 36 | 4 | 2 | 2064 |
| PREVIOUS YEAR TOTAL | 763 | 41 | 54 | 25 | 0 | 1 | 193 | 36 | 30 | 12 | 0 | 1 | 1156 |

6/05

Questions about this form? Call Procurement Office: (734) 994-2719

AAF-1

Note: PerkinElmer is submitting the most finely tuned EEO data federally reported. We do not further breakdown the division servicing LABWORKS LIMS.



Living Wage Ordinance

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 \$11.71/hour when health care is provided, or no less than \$13.06/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 2010.
- 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.

PerkinElmer Health Sciences, Inc.
Company Name

710 Bridgeport Ave, Shelton, CT 06484
Address City State Zip

[Signature]
Signature of Authorized Representative

1-800-767-4060
Phone (area code)

Judith Albrecht - Assistant Secretary
Type of Print Name and Title

Judith.Albrecht@PerkinElmer.com
Email address

10/27/10
Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax: 734/994-1795

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