

Ann Arbor City Council Regular Session: July 15, 2019
Email Redactions List Pursuant to Council Resolution R-09-386

	A	B	C	D	E	F	G
1	<u>Sent Time</u>	<u>Received Time</u>	<u>TO</u>	<u>From</u>	<u>CC</u>	<u>Redactions</u>	<u>Reason for Redaction</u>
2	7:06 PM		Ryna Stanton	Kathy Griswold			
3	8:29 PM		Julie Grand	Phyllis Herzig		Email address, address, phone number	Privacy
4	8:58 PM		Julie Grand	Nate Phipps		Email address, address	Privacy
5	8:59 PM		Anne Bannister	KP Unnikrishnan	Jeff Hayner	Email address, address	Privacy
6	9:08 PM		Jacqueline Beaudry	Jeff Hayner	City Council		
7	9:10 PM		Christopher Taylor, Howard Lazarus, Stephen Postema	Diane Giannola		Email address, address	Privacy
8	9:11 PM		Julie Grand	Laura Perdeaux		Email address	Privacy
9	9:42 PM		Kate Delaney	Jeff Hayner	Anne Bannister, Elizabeth Nelson, Jane Lumm, Kathy Griswold	Email addresses, address	Privacy
10	10:19 PM		Julie Grand	Jennifer Oldham		Email address	Privacy
11	10:45 PM		Julie Grand, City Council	Sarah Thompson		Email addresses, address	Privacy
12	11:10 PM		City Council	Jacqueline Beaudry	Howard Lazarus	Email address, address, policy numbers, VIN number	Privacy

Ann Arbor City Council Regular Session: July 15, 2019
Email Redactions List Pursuant to Council Resolution R-09-386

	A	B	C	D	E	F	G
13	11:18 PM		Anne Bannister, Jeff Hayner, Jane Lumm, Kathy Griswold, Zach Ackerman, Jack Eaton, Elizabeth Nelson	Rochelle Noel		Email address, address	Privacy

Journal Archive

From: Griswold, Kathy
Sent: Monday, August 05, 2019 7:06 PM
To: Stanton, Ryan
Subject: Fwd: Talking Points

FYI.

Get [Outlook for Android](#)

From: K Griswold
Sent: Monday, August 5, 4:18 PM
Subject: Talking Points
To: Griswold, Kathy

Suboptimal road reconstruction projects are not consistent with the Vision Zero principles adopted by Council in 2015.

Talking points by Kathy Griswold on August 5, 2019

Issues that influence any discussion about these road reconfigurations:

- The council approved over \$400,000 to develop a new transportation master planning document, in effect acknowledging that the older documents were out of date. The project consultant is a leader in Vision Zero.
- The council's latest budget included a position for a senior engineer with Vision Zero and pedestrian safety expertise, in effect acknowledging the need for such expertise. The city has not filled that position.
- We have increased our funding of pedestrian infrastructure by millions, yet our crash rate is not declining. This would indicate that we cannot continue our current methods and expect reductions in crashes, as Grand Rapids and New York City have realized with Vision Zero.
- Ann Arbor is measuring the success of pedestrian safety infrastructure improvements based on the vehicle stopping rates at crosswalks. This is not a Vision Zero metric.
- The city is now collecting and analyzing pedestrian crash data. These data, especially fatal and incapacitating crashes, are a critical component of Vision Zero.
- Adding on street parking is not a principle of Vision Zero and it is not a method for reducing pedestrian crashes.
- The city is using crash data from 4-3 lane road diets to support road reconstruction that are not 4-3 lane road diets.
- The city is using actual roundabout crash data to support an "experiment with a painted roundabout."
- The campaigning for the 2020 council elections has already begun. Therefore, one must wonder if these suboptimal road reconfiguration projects, incorrectly labeled road diets, are part of a political strategy.

Specific projects:

- Traverwood is being justified by road diet data for a typical 4-3 lane conversion with bike lanes. These data are not applicable to the Traverwood project, which has two 10' lanes, a single bike lane and on street parking. Vision Zero does not support adding on street parking.

- Earhart Road is a boulevard in the proposed project area, but is a two-lane street over US-23 to the north and a narrow 2-lane street with vegetation encroaching up to the side of the street to the south. Speeding is a critical concern as are the vehicular crashes at the intersections. The project is justified with roundabout crash data. However the proposal is not for constructing roundabouts, but rather for painting ovals on the roadway to, as staff states, "experiment" with the concept of a roundabout. I would support moving up actual intersection improvements to summer 2020.

- The Green Road project seems reasonable. However, I recently saw a "no trucks" sign on northbound Green Road just North of Plymouth Road. This restricts trucks going to CVS, Plum Market, etc. from making a left turn at a signalized intersection and instead forcing them to make a left hand turn at a non intersection within a few 100' of the freeway exit. This is not consistent with Vision Zero.

Other considerations:

- Vision Zero calls for analyzing crashes at high crash locations and taking corrective action. We are not following through in a timely basis. Improvements have not been made to the crosswalk on Huron near Thayer, where a serious incapacitating crash occurred in January of this year.

- We must implement road diets in a disciplined manner with pre and post vehicle counts. In addition, vehicles that are no longer using the "dieted" road, but finding other routes, must be accounted for. If we have delivery drivers and commuters who are being diverted through neighborhoods by route mapping tools, than that impact must be incorporated into the evaluation of the road diet.

- Politicizing these three road reconstruction projects with oversimplified and incomplete data poses a serious risk for our community and will not result in a reduction in crashes. We have ruined many lives with our suboptimal crosswalks. In many cases the crosswalks have inadequate or no illumination. We must bring all of our crosswalks up to minimum standards, add positive contrast lighting and prioritize locations of fatal or incapacitating crashes.

--

Katherine J. Griswold
Michigan MBA & MSW
734.657.7900

Journal Archive

From: phyllis herzig [REDACTED]
Sent: Monday, August 05, 2019 8:29 PM
To: Grand, Julie
Subject: Re: Please approve Road Improvements

Great; thanks for letting me know.
--Phyllis

On Mon, Aug 5, 2019 at 5:33 PM Grand, Julie <JGrand@a2gov.org> wrote:
Thank you. I appreciate your advocacy and plan to vote yes.

Kind regards,
Julie

From: phyllis herzig [REDACTED]
Sent: Monday, August 5, 2019 8:29 AM
To: CityCouncil <CityCouncil@a2gov.org>
Subject: Please approve Road Improvements

To members of the Ann Arbor City Council,

Please vote tonight for the recommendations of our city professional engineers, The Transportation Commission, to re-paint lanes of special streets in order to increase safety for drivers and pedestrians, i.e. lane conversions.

Thank you,
Phyllis Herzig

--
Phyllis Herzig
[REDACTED]

--
Phyllis Herzig
[REDACTED]

Journal Archive

From: Nate Phipps [REDACTED]
Sent: Monday, August 05, 2019 8:58 PM
To: Grand, Julie
Subject: Re: Support for road diets

Thanks for your support, Julie!

-Nate

Please forgive brevity and typos. This message was sent from a phone.

On Aug 5, 2019, at 5:33 PM, Grand, Julie <JGrand@a2gov.org> wrote:

Thank you. I appreciate your advocacy and plan to vote yes.

Kind regards,
Julie

From: Nate Phipps [REDACTED]
Sent: Monday, August 5, 2019 8:40 AM
To: CityCouncil <CityCouncil@a2gov.org>
Cc: bikewashtenaw@gmail.com <bikewashtenaw@gmail.com>; Ramlawi, Ali <ARamlawi@a2gov.org>;
Smith, Chip <ChSmith@a2gov.org>
Subject: Support for road diets

To: A2 City Council
CC: Ward 5 Council Members

Good morning,

I'm writing in support of the road diets that are subject to a vote at this evening's council meeting. Road diets are a proven solution to reducing car congestion and increasing safety for all road users. They should receive your enthusiastic support.

Thank you for consideration.

-Nate Phipps
[REDACTED]

Journal Archive

From: KP Unnikrishnan [REDACTED]
Sent: Monday, August 05, 2019 8:59 PM
To: Bannister, Anne
Cc: Hayner, Jeff
Subject: Re: Just FYI ...

Anne, Jeff, Sorry I had to leave before the Cemetery item came up for vote. My darn rib will take 6 weeks to heal. Thanks for listening to the neighborhood. -Unni

On Aug 5, 2019, at 5:58 PM, Bannister, Anne <ABannister@a2gov.org> wrote:

Wonderful!! We need all of your support to get this through. Thanks for rising to the occasion. -- Anne

Anne Bannister
Ward One Councilmember
cell: 734-945-1639
abannister@a2gov.org
Term Nov. 2017 - Nov. 2020

Messages are subject to disclosure under the Michigan Freedom of Information Act (FOIA).

From: KP Unnikrishnan [REDACTED]
Sent: Monday, August 5, 2019 5:49 PM
To: Bannister, Anne <ABannister@a2gov.org>
Cc: Hayner, Jeff <JHayner@a2gov.org>
Subject: Re: Just FYI ...

See you both at the City Hall; I will get there around 6:45 or so. Myself, Carin, Dave Newman, and AndrewP are speaking upfront. A few others will speak at the end.

On Aug 5, 2019, at 5:38 PM, Bannister, Anne <ABannister@a2gov.org> wrote:

Thanks, Unni. CM Hayner and I will make these points during the Council meeting tonight (Agenda item DS-4, 19-1245): <http://a2gov.legistar.com/LegislationDetail.aspx?ID=4052720&GUID=B23DF5CB-37F9-4C9D-BADD-0015059C44CF&FullText=1>

Anne Bannister
Ward One Councilmember
cell: 734-945-1639
abannister@a2gov.org
Term Nov. 2017 - Nov. 2020

Messages are subject to disclosure under the Michigan Freedom of Information Act (FOIA).

From: KP Unnikrishnan [REDACTED]
Sent: Monday, August 5, 2019 10:21 AM
To: Bannister, Anne <ABannister@a2gov.org>; Hayner, Jeff <JHayner@a2gov.org>
Subject: Just FYI ...

..., I sent the following to the entire city council. I also promptly called at 8 AM and have requested for a slot to speak. -Unni

Begin forwarded message:

From: KP Unnikrishnan [REDACTED]
Subject: Comments on Fairview Cemetery agenda item
Date: August 5, 2019 at 6:47:42 AM EDT
To: CityCouncil@a2gov.org

Dear Mayor and members of the City Council,

One item on today's (Aug 5, 2019) meeting agenda, under D. MOTIONS AND RESOLUTIONS is DS-4, 19-1245, titled "Resolution to Approve Fairview Cemetery Rules and Regulations". I request that you consider the following 5 points while voting on this item.

1. The Council allocates \$21,000 for the upkeep of Fairview Cemetery. In 2018, \$17,500 of this (83%) was spent. As per the contract signed with Mr Brad Bouchie of Clinton, MI, the city is obligated to pay him \$17,400 per year for the cemetery's upkeep. The only upkeep he does is mowing the grass. I estimate that Mr Bouchie mows 16 times a year. This means that the city is paying him about \$1,100 per mow, or \$125 / acre / mow. This is really expensive.
2. The cemetery is a park-like space, used heavily by people from the neighborhood to walk their dogs, meet, socialize, and build community. I estimate that there are less than 3 burials per year and less than 10% of the gravesites have human visitors per year. The cemetery used to belong to the Park District. I request you ask i) why was it transferred out of the park district in 2017? And ii) can it go back to the Park District? In this process, the City may save a lot of taxpayer's dollars, as the Park District's cost is under \$30 / acre /mow.
3. A majority of the cemetery visitors are dog owners. Neighborhood people walking their dogs at all hours have completely eliminated drug sales and sexual activities in cars from the cemetery. For this to continue; I request you modify the resolution and keep the current rule that pets are allowed on leash.
4. Current residents with pets have used the cemetery without issues for more than 25 years. There are no complaints to the police about pets in the cemetery. The only "issue", reported by the City Clerk, comes from the contractor. She to refers him as the "Sexton". Just FYI, a Sexton is an employee of a church, who lives and maintains a cemetery. Mr Bouchie lives in Clinton and only comes to the cemetery to mow; he is no Sexton. The "issues" may have do with the contractor rather than the neighborhood residents.
5. Since the cemetery is a neighborhood resource, I request the Council to set up a civilian oversight committee. The neighboring Beckley Park had a very successful one for several years.

KP Unnikrishnan, PhD
[REDACTED]

Journal Archive

From: Hayner, Jeff
Sent: Monday, August 05, 2019 9:08 PM
To: Beaudry, Jacqueline
Cc: CityCouncil
Subject: Fairview Cemetery rules

All,

Please accept this as an amendment to the rules, specifically Rule 9, I will be bringing during DS-4.

9. All pets must be on a leash, and remain on the paths or roadways.

Thank you,

Jeff Hayner

Journal Archive

From: Diane Giannola [REDACTED]
Sent: Monday, August 05, 2019 9:10 PM
To: Taylor, Christopher (Mayor); Lazarus, Howard; Postema, Stephen
Subject: FOIA discussion and council rules

All,

I have been watching most of the discussion about the FOIA reimbursement and council rules issue regarding using city email for all city business and have an additional thing that I think needs to be included in the evaluation of the topic. I would like to see CMs prohibited from forwarding constituents emails (that are sent to council) to many of the special interest groups in town. Council email from constituents should not be used for political posturing and aligning with special interest groups.

I think it is unethical for CMs to send off my opinion to a group holding the opposite viewpoint so that they can form an "enemies" list or strategize against my opinion. I have personally experienced this over the years and have been appalled by it. It is quite shocking when another resident in the city tells me that my email is being sent around. This has been done by former and current council members and not just concerning me but many others. I really think this needs to be part of the conversation with this issue. I would appreciate it if you would please address it.

Thank you,
Diane Giannola
[REDACTED]

Journal Archive

From: Laura Perdeaux [REDACTED]
Sent: Monday, August 05, 2019 9:11 PM
To: Grand, Julie
Subject: Re: Road diets

Hi Julie!

Can you please let me know what was decided at the meeting tonight. Thank you!

Laura Perdeaux

Sent from my iPhone

On Aug 5, 2019, at 5:26 PM, Grand, Julie <JGrand@a2gov.org> wrote:

Thank you. I appreciate your advocacy and plan to vote yes.

Kind regards,
Julie

From: Laura Perdeaux [REDACTED]
Sent: Monday, August 5, 2019 12:40 PM
To: CityCouncil <CityCouncil@a2gov.org>
Subject: Road diets

To City Council,

My name is Laura Perdeaux and my home backs onto Green Road and the United States Post Office. I have witnessed two very bad accidents from drivers turning out of the post office in the last year! We are seeing an increase in traffic and increase in speed, most likely due to the large amount of new homes going up in the area. I've also seen MANY MANY NEAR MISSES with pedestrians trying to cross at Burbank and Green! Please make our roads safer and help keep pedestrians and drivers safe! Please vote for the road diets! It will help slow down cars and help drivers be more aware of pedestrians!

Thank you for your time!

Laura Perdeaux

Sent from my iPhone

Journal Archive

From: Hayner, Jeff
Sent: Monday, August 05, 2019 9:42 PM
To: Kate Delaney
Cc: Bannister, Anne; Nelson, Elizabeth; Lumm, Jane; Griswold, Kathy
Subject: RE: Road diet on Earhart Rd

Dear Ms. Delaney,

Thank you so much for your detailed response to my inquiry. It's one thing to live in a city and visit all part of it over the years, it's another to actually live there. So this is very useful and appreciated. With your permission I will share this with others on council. I am also sorry to hear of your sidewalk woes, and want you to know that we are looking to accelerate our sidewalk gap program to address problem areas such as yours.

Sincerely,

Jeff Hayner
Ward 1 City Council

From: Kate Delaney [REDACTED]
Sent: Monday, August 5, 2019 10:39 AM
To: Hayner, Jeff <JHayner@a2gov.org>
Subject: Re: Road diet on Earhart Rd

Hi Mr. Hayner -

On Earhart Rd the sidewalk accessibility varies greatly. We often ride bikes down to St. Paul's and then up to my mother's apartment at Glacier Hills. To do this, you must ride on the west side of Earhart (as there is no path on the eastern side of the road from Geddes until Glazier. This means that cyclists and pedestrians who want to travel to the fields (where all of our children play and practice sports for teams like Crush), you MUST cross Glazier at the spot where the road is four lanes wide, in order to access the sidewalk to head southbound. Then our children and we must again cross Earhart to get to the soccer fields just before Geddes road. The road diet on Earhardt (where there are four lanes for maybe 500 feet) would create safer bike lanes and lower the likelihood that cars could race around those cars that are stopped for pedestrians. The nature of the road in this part of Earhart also creates a barrier for residents of Glacier Hills to walk from that property into our neighborhood. My mother is terrified that, since she is not a fast walker in her late 70s, she will be hit by a car at that intersection. Since she can no longer drive, she is reliant on us or others to traverse a short distance to our home - one that she could safely walk if this were a two lane road that would calm traffic and where pedestrians only had to manage the attention of one car in each direction. We have lived in this neighborhood 6 years, and I have seen SO many accidents and near accidents in this intersection from cars speeding to get around a driver who was following the speed limit (but going to slowly for drivers in a rush). As soon as the road widdens to two lanes at Greenhills Drive S, cars begin to race past those cars obeying the speed limit. Then those cars pick up speed on the downhill, and whiz past the pedestrian crossings. I also drive this route daily to go to work, and see it without fail.

I cannot speak to the Green road piece, however, I do trust the knowledge and expertise of our traffic engineers.

On another note, we live in a part of the Glacier Highlands neighborhood that has no sidewalks. Our children, however, are not offered bus service because we are with 1 mile of school (as the crow flies). However, the route that they must walk or bike to school requires them to be in the street for approximately a quarter of a mile before they find sidewalk. In addition, they must cross three neighborhood intersections to do so. This seems highly dangerous and an issue that the city should remedy either with bus service or sidewalks in this part of the neighborhood.

Many thanks,
Kate Delaney

On Sun, Aug 4, 2019 at 1:00 PM Hayner, Jeff <JHayner@a2gov.org> wrote:

Hello, thanks for writing. Do you use the roadway or the sidewalks in that area to bike? Are the sidewalks and paths in reasonable repair? I have been doing some research into our sidewalk gap program needs and success (or lack thereof) and so am especially interested in neighborhood users input on sidewalk access. Thanks,

Jeff Hayner
Ward 1 City Council

-----Original Message-----

From: Kate Delaney [REDACTED]
Sent: Saturday, August 3, 2019 1:44 PM
To: CityCouncil <CityCouncil@a2gov.org>
Cc: Dan Beard [REDACTED]
Subject: Road diet on Earhart Rd

Dear City Council Members -

I live in northeast Ann Arbor in the Glacier Hills neighborhood ([REDACTED]) with my husband and 3 children. Recently my mother moved into assisted living at Glacier Hills. One goal of this move was to keep her near to family and allow us to ride bikes to visit her, including allowing our 13 and 12 year olds to ride on their own. However, the two lane nature of Earhart rd between Glazier and the GH residence has made it very dangerous for any of us to ride bikes or walk. Drivers on this stretch of road take advantage of the short stretch of double lane to speed past drivers who are obeying the speed limit, and completely disregard pedestrians or people walking bikes to cross. In addition we have seen and narrowly avoided crashes on this stretch of road caused by both speeding cars and cars unsure of how to navigate the turn across four lanes left from Glazier. There is no reason for this short span of dangerous double road.

As scientists my husband and I have read through the suggestions of the city engineers and certainly hope that you will heed their fact and evidence based recommendations the support this road diet, as well as the one on Green, over the wishes of those who want to be able to speed on these roads and disregard bicyclists and pedestrians, as well as other drivers.

Sincerely,
Katherine Delaney

Journal Archive

From: Jennifer Caron Oldham [REDACTED]
Sent: Monday, August 05, 2019 10:19 PM
To: Grand, Julie
Subject: Re: Traffic Calming: Green, Traverwood and Earhart

Thank you Julie! I sincerely hope that Jane and Kathy will also vote yes (and not veto).

On Mon, Aug 5, 2019 at 5:35 PM Grand, Julie <JGrand@a2gov.org> wrote:
Thank you. I appreciate your advocacy and plan to vote yes.

Kind regards,
Julie

From: Jennifer Caron Oldham [REDACTED]
Sent: Monday, August 5, 2019 12:21 AM
To: CityCouncil <CityCouncil@a2gov.org>
Subject: Fwd: Traffic Calming: Green, Traverwood and Earhart

Dear Ann Arbor City Council,

My family with three young kids lives in Maplewood. We feel strongly that traffic calming measures should be put in place where recommended by the city's traffic engineers. We know that they can improve both safety and traffic flow for vehicles. Green Road, in particular, has been a source of serious concern this summer. With kids walking and biking to swim practice at Chapel Hill daily for five weeks, we've had near misses and many times cars have ignored the flashing crosswalk lights. Of course, many many kids cross Green daily during the school year to reach Thurston and Clague.

Given the child hit by a car at Thurston and clear success of the new bump out in reducing speeds and making it easier to recognize people entering the crosswalk, especially during the busy after school moments, we ask that you accept the recommendations of the traffic engineers for Green, Traverwood and Earhart.

Thank you!

Jennifer and Kenn Oldham

--
Jennifer Caron Oldham

Journal Archive

From: Sarah Thompson [REDACTED]
Sent: Monday, August 05, 2019 10:45 PM
To: Grand, Julie; CityCouncil
Subject: Re: Road reconfigurations

Thank you for your response, CM Grand.

CM Lumm, I have voted for you multiple times in the past, defended you to my friends and neighbors, and have displayed your yard signs at my home. Science, data, and expertise matters. I am extremely disappointed to say you have lost my vote and so has anyone you endorse. The Earhart reconfiguration in particular was desperately needed. It's appalling that this council is willing to ignore science at all, but especially at the expense of safety.

Despite the example set by our current federal administration - Politicians should not get to cherry pick science or override experts in fields they have no expertise in. Your willingness to do so is shameful and embarrassing.

Sarah Thompson
Ward 2
[REDACTED]

On Mon, Aug 5, 2019 at 5:22 PM Grand, Julie <JGrand@a2gov.org> wrote:
Thank you. I appreciate your advocacy and plan to vote yes.

Kind regards,
Julie

From: Sarah Thompson [REDACTED]
Sent: Monday, August 5, 2019 3:52 PM
To: CityCouncil <CityCouncil@a2gov.org>
Subject: Road reconfigurations

Dear council,

Expertise, science, and data matter - and they point to reconfiguration being a good idea for the roads being considered tonight. I trust our city's traffic engineers. As a citizen of ward 2, and a parent of children at Clague and Thurston - Please support the plans laid forward for Green, Earhart, and Traverwood.

Thank you,
Sarah Thompson
[REDACTED]

Journal Archive

From: Beaudry, Jacqueline
Sent: Monday, August 05, 2019 11:10 PM
To: *City Council Members (All)
Cc: Lazarus, Howard
Subject: FW: My initial thoughts on the cemetery issue
Attachments: 2018 contract with Brad's Ultimate Services.pdf; ITB_4535_Document.pdf

Forwarding for those of you who were not included in the initial Council RFI response.

Jacqueline Beaudry, City Clerk

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI · 48104
734.794.6140 (O) · 734.994.8296 (F) |
jbeaudry@a2gov.org | www.a2gov.org



Think Green! Please don't print this e-mail unless absolutely necessary.

From: Beaudry, Jacqueline
Sent: Friday, August 02, 2019 1:03 PM
To: Bannister, Anne <ABannister@a2gov.org>; KP Unnikrishnan <[REDACTED]>; Hayner, Jeff <JHayner@a2gov.org>; Lazarus, Howard <HLazarus@a2gov.org>
Cc: Beaudry, Jacqueline <JBeaudry@a2gov.org>; Eaton, Jack <JEaton@a2gov.org>; Griswold, Kathy <KGriswold@a2gov.org>
Subject: RE: My initial thoughts on the cemetery issue

Councilmember Bannister:

I'm attaching the current contract with the cemetery sexton, as well as the ITB for Cemetery Services that was issued on April 25, 2018 to help answer some of your and KP Unnikrishnan's questions. I hope this is helpful.

In response to the specific questions and hypothesis posed by KP Unnikrishnan, please see the following responses:

On the other hand, I am also quite aware that the city spends \$21,000 per year from its general funds for the upkeep of that cemetery. I assume a large chunk of that \$21K comes from our taxes. The sexton receives \$1450 per month for maintenance and upkeep of the cemetery, as outlined in the contract, totaling \$17,400 per year. He also bills, per the contract, for burials and grave openings. These are pass-through charges as the City also collects revenue from the family of the deceased for these services. A portion of the lot sales and burial charges are deposited into a perpetual care fund for long-term maintenance of the cemetery when it is no longer actively open for sales and burials.

My estimate is that about half of the current "cemetery walkers" are dog owners. Again, my estimate is that there may be, on average, less than 10 people per month who visit the cemetery to pay respect to the family members buried there. In other words, more than 90% of the graves are just for historic value. Staff does not have statistical data to respond to this assessment.

Again, FYI, Ann Arbor does not have anyone titled the Sexton. So, let me just call him the Lawn Mower of Fairview. The City does not have a staff person titled "sexton." The City contracts with Brad's Ultimate Services for Fairview Cemetery Services. These

services include moving and grounds maintenance, as well as internments, disinterments, grave space finishing and marker installation. A person who does this work is commonly referred to as a sexton.

He is a contractor who gets paid \$100 / acre for mowing. Almost all the mowing is done by equipment that the Park district also has. The rest is using weed-wackers. I have seen a study that says the Park District can mow for \$30 / acre. Please see attached contract. We do not pay by the acre. There is a monthly maintenance charge that includes mowing.

Why a contractor at 3-fold cost? Was there any open bids? Yes, see the attached ITB for Fairview Cemetery Services and contract with Brad's Ultimate Services.

Is there any special relationship between the contractor and the city clerk? No. Mr. Bouchie had the Fairview contract prior to the Clerk's Office taking over management of the cemetery. Ms. Beaudry does not personally know him.

She is the one who gave him the exalted title "the Sexton" and created the item for City Council to vote on. I respectfully suggest you look into possible contract irregularities. See attached ITB and contract regarding the work contracted for and performed by Brad's Ultimate Services. See above response regarding the use of the title, "sexton."

It is even more amazing that the above item on the Council agenda is based on complaint from a single individual, the Lawn Mower. Updated Rules and Regulations were being prepared for Council approval when the Clerk's Office acquired responsibility for the cemetery. It was not the dog leash issue that prompted the new Rules. Council can amend the Rules to include the ban on dogs, or allow dogs on leash. Staff would still request that the updated Rules be adopted either way. The Clerk's Office received a number of complaints about the amount of dog waste around grave sites and reviewed other cemetery rules. An outright ban on dogs is very common in the industry.

Jacqueline Beaudry, City Clerk

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI · 48104
734.794.6140 (O) · 734.994.8296 (F) |
jbeaudry@a2gov.org | www.a2gov.org



Think Green! Please don't print this e-mail unless absolutely necessary.

From: Bannister, Anne <ABannister@a2gov.org>

Sent: Wednesday, July 31, 2019 8:48 PM

To: KP Unnikrishnan [REDACTED]; Hayner, Jeff <JHayner@a2gov.org>; Request For Information
Howard Lazarus <RFIAdministrator@a2gov.org>; Lazarus, Howard <HLazarus@a2gov.org>

Cc: Beaudry, Jacqueline <JBeaudry@a2gov.org>; Eaton, Jack <JEaton@a2gov.org>; Griswold, Kathy
<KGriswold@a2gov.org>

Subject: Re: My initial thoughts on the cemetery issue

Dear Howard Lazarus,

Would staff please follow-up on this issue and confirm the lawn moving contract for Fairview Cemetery and the competitive bid process? This is the excerpt from the longer email below:

He is a contractor who gets paid \$100 / acre for mowing. Almost all the mowing is done by equipment that the Park district also has. The rest is using weed-wackers. I have seen a study that says the Park District can mow for \$30 / acre. Why a contractor at 3-fold cost? Was there any open bids?

Thank you, Unni, for your thoughtful email and work on these issues about changes to the cemetery rules.

Anne Bannister
Ward One Councilmember
cell: 734-945-1639
abannister@a2gov.org
Term Nov. 2017 - Nov. 2020

From: KP Unnikrishnan [REDACTED]
Sent: Wednesday, July 31, 2019 5:51 PM
To: Hayner, Jeff <JHayner@a2gov.org>; Bannister, Anne <ABannister@a2gov.org>
Subject: My initial thoughts on the cemetery issue

Anne, Jeff,

Let me state upfront that I love Fairview cemetery. It is a very serene place for me and I respect its sanctity. The cemetery is also much appreciated by the community and we have an inherent interest to keep it crime free and litter free. If needed, we can even form a "Friends of Fairview" group. On the other hand, I am also quite aware that the city spends \$21,000 per year from its general funds for the upkeep of that cemetery. I assume a large chunk of that \$21K comes from our taxes. Hence the role it plays in the neighborhood can not be overlooked.

You know that if you have a dog, you tend to walk a bit more. My estimate is that about half of the current "cemetery walkers" are dog owners. Again, my estimate is that there may be, on average, less than 10 people per month who visit the cemetery to pay respect to the family members buried there. In other words, more than 90% of the graves are just for historic value. Sites include "mass graves" of cadavers used by UMich Med School.

The dog owning group that walk the cemetery is very respectful of it. I know of several cases where they have talked to the people at the gravesite and those people were very happy that there are regular visitors to the cemetery that keeps the space crime free. You can walk around and see that there is no vandalism in the cemetery; this is primarily because there are "dog walkers" at all time of the day and night. BTW, we have checked with the Police; there are no complaints about dogs in the cemetery.

That brings me to the hypothesis on how an item like <http://a2gov.legistar.com/LegislationDetail.aspx?ID=4052720&GUID=B23DF5CB-37F9-4C9D-BADD-0015059C44CF&FullText=1> appeared on the Council's agenda last month. BTW, thanks for postponing it so that the community is fully aware and we have time for discussion. It amazes me how much power an individual has to push through an agenda item. He has been referred to as the Sexton in newspaper articles, but for me, he is just a lawn mower. Again, FYI, Ann Arbor does not have anyone titled the Sexton. So, let me just call him the Lawn Mower of Fairview.

He is a contractor who gets paid \$100 / acre for mowing. Almost all the mowing is done by equipment that the Park district also has. The rest is using weed-wackers. I have seen a study that says the Park District can mow for \$30 / acre. Why a contractor at 3-fold cost? Was there any open bids? Is there any special relationship between the contractor and the city clerk? She is the one who gave him the exalted title "the Sexton" and created the item for City Council to vote on. I respectfully suggest you look into possible contract irregularities.

It is even more amazing that the above item on the Council agenda is based on complaint from a single individual, the Lawn Mower. From my personal interactions with him and the interactions my wife had with him, I can tell you that he just does not want the neighborhood people in the park. Then he makes up a story of the dogs running around and the City Clerk then creates an item for the council to vote on. Wow! That is one powerful lawn mower.

People currently in the neighborhood has been walking their dogs without problems for the past 25 yrs or more. There were no problems till the current nasty lawn mower showed up. Please look into potential irregularities

and replace him. Perhaps the Park district can mow. And also, please don't ban dogs from the cemetery. Neighborhood people will stop entering, vandalism and drug dealing will become rampant and that gem of a place will become an eyesore in ward 1.

Unni

**GENERAL SERVICES AGREEMENT BETWEEN
Brad Bouchie DBA as Brad's Ultimate Services
AND THE CITY OF ANN ARBOR
FOR Fairview Cemetery Services**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Brad Bouchie, DBA Brad's Ultimate Services ("Contractor"), a(n) Michigan, Sole Proprietorship with its address at 4651 Kehoe Road, Clinton, MI 49236, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means City Clerk's Office.

Contract Administrator means Jennifer Alexa, 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 and delivered to City by Contractor under this Agreement.

Project means Fairview Cemetery Services.

II. DURATION

Contractor shall commence performance on July 1, 2018 ("Commencement Date"). This Agreement shall remain in effect for two years. Upon mutual agreement, the Agreement may be renewed (and pricing continued or altered) for two additional two year periods. The total contract term shall not exceed six years, unless terminated as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide the services described in Exhibit A ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits A, B, and C;
Invitation to Bid No. 4535 and all Addendum thereto (if any)
Bid Proposal of Contractor, dated April 22, 2018, and restated and attached
as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor 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 including but not limited to regulations and statutes that apply to Fairview Cemetery, as well as to interment and disinterment.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed \$25,000 in any one year period unless the City gives its written consent. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Invoices shall include a detailed description of the work performed including but not limited to the maintenance of the property.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, 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 act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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.
- C. To the fullest extent permitted by law, Contractor 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, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); 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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX 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.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.
- G. Contractor acknowledges that storage space for equipment is not currently available at Fairview Cemetery.
- H. Contractor shall be available for burials seven days-a-week including holidays. Contractor shall provide a reasonable means to reach the Contractor for questions and information, normally between the hours of 8:00 a.m. and 5:00 pm, Monday through Friday, and make himself available to funeral homes for questions and burial information during their business hours, seven days-a-week.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor 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 Contractor of any defects in the Services of which the Contract Administrator has actual notice.
- C. The City will sell burial spaces, keep records, and receive payments for Fairview Cemetery. The City will provide topsoil, remove dead trees, grade surface road, remove trash, and plow snow except as otherwise noted. The city will also provide a designated location to dump excavated soil from gravesites.

XI. ASSIGNMENT

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

XII. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already

accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Brad Bouchie
4651 Kehoe Road
Clinton, MI 49236

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
City Clerk

301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

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

XVI. OWNERSHIP OF DOCUMENTS

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

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, C, ITB# 4535, and Contractor's Response to such ITB, constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

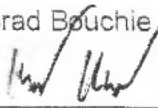
This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

FOR CONTRACTOR

By Brad Bouchie

Its



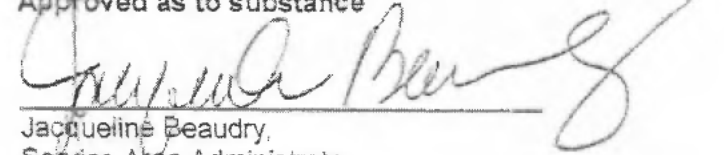
10-3-2018

FOR THE CITY OF ANN ARBOR

By

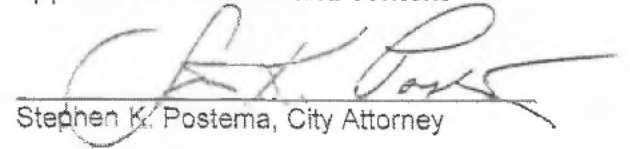
Howard S. Lazarus, City Administrator

Approved as to substance



Jacqueline Beaudry,
Service Area Administrator

Approved as to form and content



Stephen K. Postema, City Attorney

BB

**EXHIBIT A
SCOPE OF SERVICES**

Contractor shall:

1. Determine and recognize grave and ground disturbances, and respond appropriately.
2. Prepare ground and site for interments and disinterment's.
3. Mow, trim, and edge Fairview Cemetery grounds so as to maintain them at a height no greater than 3".
4. Carefully trim vegetation from around all markers as to not cause damage thereto.
5. Mulch leaves each fall.
6. Keep grounds clean of dead plants/flowers, litter, small limbs (hanging or on ground), items left by the grieving, etc. Grounds must have a clean and neat appearance.
7. Open and close grave spaces, seven days a week, for both full and cremation burials as requested by the City. The normal burial time is Monday-Friday, 8-5 pm.
8. Upon the City's request, open a committed gravesite for disinterment that may result in another reburial at another location or be the result of medical investigations.
9. Finish to grade, seed and irrigate newly opened grave spaces in a reasonable amount of time.
10. Fill and reseed sunken graves (for any reason) continually as part of grounds maintenance.
11. Install quality marker foundations on a timely basis as needed and provide information to city when foundations are installed.
12. Comply with all City and State pesticide regulations.
13. Show burial plots to the public, which are available for purchase, and answer questions pertaining to past burials, maintenance and markers, as necessary.

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states the nature and amount of compensation the Contractor may charge the City:

PRIMARY MAINTENANCE:

Contractor hereby offers to furnish labor, material and equipment to maintain Fairview Cemetery grounds for:

\$ 1,450.00. 00 per month - Monthly April through September

\$ 1,450.00 per month - Monthly, October through March

\$ 17,400.00 combined 12 month cost

INTERMENTS AND DISINTERMENTS:

Contractor will provide service of opening and closing of graves 8-5 pm. This cost includes final condition of gravesite to have 100% turf cover at finished grade.

\$ 450.00 for each full grave burial

\$ 350.00 for each cremations burial

AFTER 5PM/WEEKENDS/HOLIDAYS:

Contractor will provide service of opening and closing of graves, after 5 pm, on weekends and holidays, 8:00 am to 5:00. This cost includes final condition of gravesite to have 100% turf cover at finished grade.

\$ 600.00 for each full grave burial

\$ 450.00 for each cremations burial

SUNKEN GRAVES:

Contractor will fill to finish grade, seed, and irrigate graves that have sunken over time.

\$ 50.00 per grave.

SPECIAL CLEAN UPS AND VANDALISM: If it so happens that special clean-ups or repairs to grounds or markers becomes necessary due to storms or vandalism at a fee of

\$ 25.00 per hour

\$ 50.00 per marker for repair

\$ 50.00 per marker re-setting

The City must be notified prior to commencing these jobs.

ROAD PLOWING: It is the City's responsibility to plow snow, however if snow fall occurs on a day of burial and the City has not plowed, Contractor will clear snow for a fee of

\$ 50.00 per plowing

*Customers will pay any fees or costs associated with foundation installations directly to the contractor per industry standard.

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when any subcontractor requested. The certificates of insurance and required endorsements shall meet the following minimum requirements.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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 Project General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Products and Completed Operations Aggregate
 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy 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.
- B. Insurance required under A.2 and A.3 above 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 for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lancaster Agency, Inc. 144 W. Michigan Ave. P.O. Box 648 Clinton, MI 49236 Troy Quiring	517-456-4675	CONTACT NAME: PHONE (A/C, No, Ext): 517-456-4675 FAX (A/C, No): 517-456-7947 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hastings Mutual Insurance Co	
INSURED Brad's Ultimate Services Brad Bouchie 	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL. SUBR. RNSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y		05/04/2018	05/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y		12/27/2017	12/27/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2004 CHEV SLVRD 2500
LAWN CARE SERVICES

CERTIFICATE HOLDER

CANCELLATION

CITY OF ANN ARBOR C/O MY COI FAIRVIEW CEMETERY SERVICES 1075 BROAD RIPPLE AVE STE 313 INDIANAPOLIS, IN 46220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Troy Quiring
--	---

LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Additional Insured by Contract, Agreement or Permit

A. The following is added to Section II – Who Is An Insured:

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

1. The rendering of or failure to render professional services;
2. Liability arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured; or
3. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured – Vendors

A. The following is added to Section II – Who Is An Insured:

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranties unauthorized by you, or any physical or chemical change in the product made intentionally by the vendor;
3. Repackaging, except when unpacked solely for inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
4. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
5. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

6. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
7. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs 3. or 5.; or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, accompanying or containing such products.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Aggregate Limit Amendment

Under Section III – Limits Of Insurance, item 2., the General Aggregate Limit applies:

- A. To each described location insured (Location means the premises described in the Declarations involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.); and
- B. To each of your projects away from premises owned by or rented to you.

Broad Form Property Damage

Under Section I – Coverage A, Exclusion 2.j. is modified as follows:

- A. Paragraph (3) does not apply.
- B. Paragraphs (4) and (6) do not apply to customers' property at your described premises.

We do not cover any property:

- A. Subject to motor vehicle registration; or
- B. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$5,000.

Insurance under this coverage provision is excess over any other insurance available to the insured whether primary, excess, contingent or on any other basis.

This coverage provision does not modify the provisions of endorsement 2-643 (if attached) or any other endorsement added to this policy that also modifies Exclusion 2.j. of Section I – Coverage A.

Damage to Premises

The last paragraph following the exclusions applying to Section I – Coverage A is amended to read as follows:

Exclusions c. through n. do not apply to damage by fire, lightning, smoke, soot or leakage from a fire protection system while the premises are rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

Incidental Medical Services – Specified Persons

Section II – Who Is An Insured is modified as follows:

- A. Paragraph 2.a.(1)(d) does not apply to “bodily injury” arising out of medical services rendered by a nurse, medical technician or paramedic employed by you.
- B. This coverage provision does not apply if you or any of the above are engaged in the business, profession or occupation of providing professional health care services.

Knowledge of Occurrence

Under Section IV – Commercial General Liability Conditions, the following is added to Item 2. Duties In The Event of Occurrence, Offense, Claim or Suit:

Knowledge of an “occurrence”, offense, claim or “suit” will be considered knowledge of the insured when reported directly to you, your officers, partners or any other person authorized by you to give us such notice.

Limited Fungi or Bacteria Coverage

The following is added under Section I – Coverages:

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

- a. “Personal and advertising injury” arising out of a “fungi or bacteria incident”.
 - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.
- B. Coverage provided by this insurance for “bodily injury” or “property damage”, arising out of a “fungi or bacteria incident”, is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. below. This provision B. does not apply to any “fungi” or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
 - C. The following are added to Section III – Limits Of Insurance:
 1. Subject to Paragraphs 2. and 3. of Section III – Limits Of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit of \$50,000 is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage C for Medical Payments arising out of one or more “fungi or bacteria incidents”. This provision C.1. does not apply to any “fungi” or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
 2. Paragraph 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to “bodily injury” or “property damage” arising out of a “fungi or bacteria incident” but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.
 - D. The following definitions are added to the Definitions Section:
 1. “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 2. “Fungi or bacteria incident” means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

Medical Payments – Additional Limit

Under Coverage C – Medical Payments, we will pay up to an additional \$5,000 for covered medical expenses.

In addition, Paragraph 1.a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

Non-Owned Watercraft

Under Section I – Coverage A, Exclusion g.(2)(a) is amended to read:

- (a) Less than 51 feet long; and

Primary and Noncontributory – Other Insurance Condition

This insurance provided to the additional insured is primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- A. The additional insured is a Named Insured under such other insurance; and
- B. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Product Recall Expense

Under Section I – Coverage A, Exclusion 2.n. does not apply to the following coverage provision:

We will pay up to \$25,000 for any cost or expense incurred by you for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product" if such product is withdrawn or recalled from the market by you or any government body because of a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" that has resulted in or will result in "bodily injury" or "property damage".

This coverage does not apply to:

1. A condition in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the sale or distribution of that product;
2. Failure of the product to accomplish its intended purpose;
3. A breach of warranty of fitness, quality, durability or performance;
4. Loss of customer approval, or any cost incurred to regain customer approval;
5. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
6. Recall of "your product" that has no known or suspected defect, solely because a known or suspected defect has been found in other goods or products that are also "your product";
7. Product withdrawal initiated due to expiration of the designated shelf life of "your product";
8. Product withdrawal initiated due to copyright, patent, trade secret or trademark infringements; or
9. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

Supplementary Payments – Coverages A and B

- A. Our limit for bail bonds in Item 1.b. is increased from \$250 to \$1,000.
- B. Our limit for loss of earnings in Item 1.d. is increased from \$250 to \$300.

CITY OF ANN ARBOR
INVITATION TO BID



Fairview Cemetery Services

ITB No. 4535

Due Date: April 25, 2018 at 2:00 PM (Local Time)

City Clerk's Office

Issued By:

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

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ATTACHMENTS

City of Ann Arbor General Service Agreement

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice

City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for cemetery services and grounds maintenance for Fairview Cemetery based on the specifications provided herein. The pricing provided for this ITB shall be firm for two (2) years. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended (or altered) for two (2) additional two (2) year periods not to exceed six (6) years in total.

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

Preparation of Bids

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

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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

Questions or Clarification / Designated City Contacts

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

All questions shall be due on or before **April 5, 2018 at 2:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Dena Waddell, dwaddell@a2gov.org
Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **April 25, 2018 at 2:00 p.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4535 – Fairview Cemetery Services.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104

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

The following forms provided within this ITB Document must be included in submitted bids.

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit or City Customer Service at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

Official Documents

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

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Living Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); 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.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Debarment

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

Disclosures

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

Bid Protest

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

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Instructions to Bidders, Bid Forms, General Service Agreement, General Conditions, Detailed Specifications, and all Addenda, and understands them when applicable. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

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

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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

SIGNED THIS _____ DAY OF _____, 201__.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of

_____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)

Authorized Official

_____ **Date** _____, 201_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

SCOPE OF SERVICES

A. Inspection of Work Site

Before submitting a bid, each bidder shall inspect Fairview Cemetery (1401 Wright Street at Kellogg) to arrive at a clear understanding of the conditions under which the work is done. Awarded Contractor is held to have compared the premises with the specifications, and to have satisfied himself as to all conditions affecting the execution of the work. Claims of extra payments based on lack of knowledge of existing circumstances will not be allowed.

B. Experience

Minimum of three years past experience in cemetery burials and maintenance. Contractor must have knowledge of procedures and applicable laws and regulations for interment and disinterment's. Must be able to determine and recognize grave and ground disturbance. Contractor must be able to prepare ground and site for interments and disinterment's.

C. Mowing

Mowing, trimming and edging of grounds shall be maintained at a height no greater than 3". Vegetation shall be carefully trimmed from around all markers as to not cause damage. The area to be maintained is approximately nine acres. Contractor will be required to mulch leaves each Fall.

D. Grounds and Road Maintenance

Contractor will keep grounds clean of dead plants/flowers, litter, small limbs (hanging or on ground), items left by the grieving and etc. Grounds must have a clean and neat appearance.

E. Internments and Disinterment's

Contractor will open and close grave spaces, seven days a week, for both full and cremation burials as needed. The normal burial time is Monday-Friday, 8-5 pm. Occasionally, it may be necessary to open a committed gravesite for disinterment that may result in another reburial at another location or be the result of medical investigations.

F. Grave Space Finishing

Newly opened grave spaces must be finished to grade, seeded and irrigated in a reasonable amount of time. Sunken graves (for any reason) must also be filled and reseeded continually as part of grounds maintenance.

G. Marker Foundation Installations

Contractor will install quality marker foundations on a timely basis as needed and provide information to city when foundations are installed. Customers will pay any fees or costs associated with foundation installations directly to the contractor per industry standard.

H. Pesticides

Contractor must comply with all City and State pesticide regulations.

I. Storage Building

Storage space for equipment is not currently available at Fairview Cemetery.

J. Availability

Contractor must be available for burials seven days-a-week including holidays. There must be reasonable means to reach the Contractor for questions and information, normally between the hours of 8:00 a.m. and 5:00 pm, Monday through Friday. Contractor must be available to funeral homes for questions and burial information during their business hours, seven days-a-week.

K. Labor, Materials and Equipment

Contractor shall be responsible for supplying all labor, material and equipment as necessary, unless otherwise specified.

L. Public Needs and Records

From time to time it may be necessary for Contractor to show burial plots to the public, which are available for purchase, and answer questions pertaining to past burials, maintenance and markers.

M. City Of Ann Arbor Responsibilities

The City of Ann Arbor will over-see and pay Contractor. The City will sell, keep records and receive payments for Fairview Cemetery. The City will provide topsoil, remove dead trees, grade surface road, remove trash and plow snow except as noted. The city will also provide a designated location to dump excavated soil from gravesites.

N. Invoice Submission

The expectation that invoices submitted include a detailed description of the work performed including but not limited to the maintenance of the property.

BID FORM

Company Name: _____

PRIMARY MAINTENANCE:

Contractor hereby offers to furnish labor, material and equipment to maintain Fairview Cemetery grounds for:

\$ _____ per month - Monthly April through September

\$ _____ per month - Monthly, October through March

\$ _____ Combined 12 month cost

INTERMENTS AND DISINTERMENTS:

Contractor will provide service of opening and closing of graves 8-5 pm. This cost includes final condition of gravesite to have 100% turf cover at finished grade.

\$ _____ For each full grave burial

\$ _____ For each cremations burial

AFTER 5PM/WEEKENDS/HOLIDAYS:

Contractor will provide service of opening and closing of graves, after 5 pm, on weekends and holidays, 8:00 am to 5:00. This cost includes final condition of gravesite to have 100% turf cover at finished grade.

\$ _____ For each full grave burial

\$ _____ For each cremations burial

SUNKEN GRAVES:

Contractor will fill to finish grade, seed, and irrigate graves that have sunken over time.

\$ _____ per grave.

SPECIAL CLEAN UPS AND VANDALISM: If it so happens that special clean-ups or repairs to grounds or markers becomes necessary due to storms or vandalism at a fee of

\$ _____ per hour

\$ _____ per marker for repair

\$ _____ per marker re-setting

The City must be notified prior to commencing these jobs.

ROAD PLOWING: It is the City's responsibility to plow snow, however if snow fall occurs on a day of burial and the City has not plowed, Contractor will clear snow for a fee of

\$ _____ per plowing

REFERENCES

Please list three references where your company has or is currently maintaining cemeteries similar to the one being proposed by the City of Ann Arbor. Failure to list references may result in your company being disqualified.

	CITY/ENTITY	CONTACT PERSON	E-MAIL/PHONE
1.			
2.			
3.			

YEARS OF EXPERIENCE

In relation to the Reference section please list your years of experience and Scope of work performed for each reference. The years of experience responses must correspond to the number system within the reference section above.

- 1.
- 2.
- 3.

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

CONTRACT TERM

The pricing provided for this ITB shall be firm for two (2) years. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended (or altered) for two (2) additional two (2) year periods not to exceed six (6) years in total.

APPENDIX A: SAMPLE PURCHASE AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

GENERAL SERVICES AGREEMENT BETWEEN _____ AND THE CITY OF ANN ARBOR FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____

agree as follows on this _____ day of _____, 20__.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, 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 and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

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

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which

are incorporated as part of this Agreement:

Contract and Exhibits

Invitation to Bid No. _____ and all Addendum thereto (if any)

Bid Proposal of Contractor, dated _____, and restated and attached as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid

price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed _____ (\$_____). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, 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 act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor 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, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); 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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX 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.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will

not employ or engage any person with a personal or financial interest in this Agreement.

- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- E. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

X. OBLIGATIONS OF THE CITY

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

XI. ASSIGNMENT

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

XII. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

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

XVI. OWNERSHIP OF DOCUMENTS

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

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Howard S. Lazarus, City Administrator

[signatures continue on next page]

Approved as to substance

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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.

B. Insurance required under A.2 and A.3 above 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. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project

name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name	Street Address
Signature of Authorized Representative	Date
Print Name and Title	City, State, Zip
	Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019

\$13.22 per hour

If the employer provides health care benefits*

\$14.75 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

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

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

Journal Archive

From: Rochelle Noel [REDACTED]
Sent: Monday, August 05, 2019 11:18 PM
To: Bannister, Anne; Hayner, Jeff; Lumm, Jane; Griswold, Kathy; Ackerman, Zach; Eaton, Jack; Nelson, Elizabeth
Subject: Re: "Road Diet" Proposal for Green Rd North of Plymouth Rd

Just a quick note to thank you for voting against the Green Road reconfiguration proposal. I appreciate it.

Rochelle Noel (Ward 2)
[REDACTED]

On Mon, Aug 5, 2019 at 4:31 PM Rochelle Noel [REDACTED] wrote:
Dear Members of City Council:

I am writing to you today to express my concern and disapproval of the road diet proposal for the area north of the intersection of Plymouth and Green roads. Before I begin, I want you to know that this is the first time I have ever addressed City Council about any proposal, and I have lived on the northeast side of Ann Arbor my entire life. I feel that this specific proposal is short-sighted enough that it warranted an email.

I understand and appreciate the effort to create safer roadways throughout the city, and I'm not entirely opposed to road diets where they make sense. However, reducing northbound traffic lanes from two to one on Green Road north of the Plymouth/Green intersection is inappropriate for that area and will create more problems than it solves.

First, in the city's survey of my neighbors, **72% of those who responded do not support reducing the northbound Green Road lanes from two to one immediately north of Plymouth Road.** Those who do not support reducing the northbound lanes understand that there are far too many driveways servicing too many businesses between Plymouth Road and the Post Office to justify reducing the lanes from two to one. The following businesses utilize driveways on the east side of Green Road between Plymouth Road and Burbank Drive: CVS, Plum Market, Red Roof Inn, Reinhart, Partners in Internal Medicine, Applebee's, Hampton Inn, Hantz Bank, Michigan Medical, Edwards & Schaefer Orthodontics, Siemens, the Post Office, and a few others. Reducing to one lane would inevitably create a constant stop-and-go for traffic traveling in the northbound lanes of Green Road.

Second, reducing the northbound lanes on Green Road will make that area more difficult to navigate, which will encourage drivers to seek alternate routes. This will increase traffic on Commonwealth Blvd and through the Orchard Hills-Maplewood neighborhood. It may even increase traffic on Nixon Road, which certainly does not need any more traffic, especially given all the new development near the Nixon/Green Road roundabout.

Third, there are buses and Post Office trucks that travel northbound on Green Road. Unless the City plans to include bus turnouts that would allow traffic to continue moving while buses are stopped on Green Road, then reducing to one lane will only increase frustration for drivers.

After living on the northeast side of Ann Arbor for over 45 years, I believe the current traffic lane configuration on the north side of the Plymouth/Green intersection is serving us better than it ever has. The current traffic pattern in the southbound lanes has improved the flow of traffic coming from all the businesses I noted above and the surrounding neighborhoods. In addition, having two northbound lanes has kept traffic moving smoothly on the other side of the road.

I urge you to table any discussion on reducing the northbound lanes on Green Road north of Plymouth and stick to the current traffic pattern.

Sincerely,

Rochelle Noel (Ward 2)

