CITY OF ANN ARBOR
INVITATION TO BID

FALL 2015-SPRING 2016
STREET TREE PURCHASE AND PLANTING,
ITB 4388

Due Date: Friday, May 8, 2015
by 10:00 a.m. (Local Time)

Public Services Area/System Planning Unit
Administering Service Area/Unit

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

Table of Contents

ADVERTISEMENT TO BID 3

INVITATION TO BID 4

INSTRUCTIONS TO BIDDERS 6

BID CHECKLIST 14

SCOPE OF WORK & SPECIFICATIONS 15

APPENDIX A: FY16 TREE PLANTING PLAN AND MAPS* 27

APPENDIX B: CONTRACTOR INFORMATION AND QUALIFICATIONS 36

APPENDIX C: BID SHEETS 38

APPENIX D: CITY OF ANN ARBOR TREE PLANTING DETAIL 44

APPENDIX E: DAVIS-BACON 45

APPENDIX F: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS . 60

APPENDIX G: DISADVANTAGED BUSINESS ENTERPRISES 61

APPENDIX H: CONTRACT COMPLIANCE FORMS 72

APPENDIX I: CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE 77

APPENDIX J: VENDOR CONFLICT OF INTEREST DISCLOSURE FORM 79

APPENDIX K: APPLICATION FOR TRAFFIC DETOUR OR LANE CLOSURE 80

APPENDIX L: TEMPORARY NO PARKING PERMIT APPLICATION 81

APPENDIX M: FAIR EMPLOYMENT PRACTICE 84

APPENDIX N: SAMPLE CITY OF ANN ARBOR SERVICE AGREEMENT 86

APPENDIX O: BONDS 96

APPENDIX P: CONTRACTOR'S AFFIDAVIT 98

APPENDIX Q: AMERICAN IRON AND STEEL CONTRACT LANGUAGE 99

ADVERTISEMENT TO BID
FOR STREET TREE PURCHASE AND PLANTING
CITY OF ANN ARBOR
ITB 4388

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, C/O Customer Service First (1st) Floor, Guy Larcom City Hall, on or before Friday, May 8, 2105 by 10:00 a.m. for street tree purchase and planting. Bids will be publicly opened and read aloud at this time.

Work to be done includes tree purchase, delivery, and planting along City street rights-of-way and all related work as specified within the bid documents. The contract requires planting of approximately 1000 street trees (~500 planted Fall 2015 and 500 planted Spring 2016). A one-year tree guarantee for all planted trees must be provided as specified in the bid documentation.

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

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage. Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

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

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6500
CITY OF ANN ARBOR PROCUREMENT UNIT

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the

Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

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

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

SIGNED THIS_____DAY OF_____, 2015

_____

Bidder's Name

_____ _____

Official Address Authorized Signature of Bidder

_____ _____

Telephone Number (Print Name of Signer Above)

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the scope of work and specifications and must be completed in full accordance with the bid documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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

Conditions of the Work

Before submitting a Bid, contractors shall review **Appendix A** (Tree Planting Plan and Maps), **Appendix B** (Contractor Qualifications & Information) and **Appendix C** (Bid Sheets), and inspect the tree planting areas to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. It is advised that the contractor record any sidewalk, drive, curb, landscaping or other defects on the property prior to performing the work. Photos should accompany written documentation of such defects.

Resident communications: It is expected that the contractor's employees will at all times be courteous and professional when interacting with the Ann Arbor public – residents, pedestrians, motorists and visitors. The contractor is to forward questions not directly dealing with the contractor's tree installation to the Forestry Supervisor or Urban Forest and Natural Resource Planning Coordinator.

Preparation of Bids

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 "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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

Questions or Clarification on ITB Specifications

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

All questions shall be due by Wednesday, April 29, 2015 before by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to kgray@a2gov.org
Bid Process and HR Compliance questions emailed to mberryman@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 Kerry Gray at kgray@a2gov.org as soon after discovery as possible. Further, the contractor and/or service provide 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 May 8, 2015 at 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB 4388 Fall 2015/Spring 2016 Street Tree Purchase and Planting.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Service, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 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 will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City will award the bid to the responsive and responsible bidders who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for the criteria described in this ITB document. The work may not be awarded to the lowest bidder(s). The City may award the contract to multiple contractors.

The City may utilize alternative offered in the Bid Forms, if any, to determine the lowest responsible Bidder, For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the Bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non- conforming.

All Bids submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the ITB or in the Respondent's response shall be documented and included as part of the final contract.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Contract Term

The term of this contract shall be until June 30, 2017, commencing with the issuance of the Notice to Proceed.

Official Documents

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

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. 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

Default

Is defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications in this bid, or the unauthorized substitution of articles other than those quoted and specified in this bid.

Termination

The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days notice to the bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be compensated for services provided prior to the date of the notice of termination.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price. To calculate the bid bond, please take the average tree price for each season and multiply by the number of trees that are to be planted for the season (per the Advertisement to Bid). Complete this for each season- total the tree planting costs for all of the seasons, and add the cost of watering and the tree removal and stump removal pricing to get a total bid price.

For example (costs used are for example purposes only):

Season/Activity	Avg. Cost Per Tree/ Cost of Activity	Subtotal
FY15 Fall Tree Planting	$10	$5,000
FY 15 Spring Tree Planting	$12	$6,000
Tree Watering	$4 per tree	$4,000
	TOTAL	$15,000
	5% Bid Bond Amount	**$750.00**

Withdrawal of Bids

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

Human Rights Information

The selected bidder must comply with Ann Arbor City Code requirements for fair employment practices under City of Ann Arbor contracts. To establish

compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (or EEO Report). In the event forms are not submitted with bids they must be provided within 24 hours of notice.

Davis-Bacon (Appendix E)

This project will receive financing with assistance from the State of Michigan Clean Water Revolving Fund and must comply with P.L. 111-88, which requires compliance with the Davis-Bacon Act and adherence to current U.S. Department of Labor Wage Decisions. Attention is called to the fact that not less than the minimum salaries and wages set forth in the ITB documents/Contract (see General Decision- Appendix C included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this ITB (see Appendix D). The appropriate Wage Decision was obtained from the United States Department of Labor (DOL) at: http://www.access.gpo.gov/davisbacon/index.html. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with this specification, including certified payrolls and wage rate interviews.

Where the ITB/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

Human Rights Compliance

The Living Wage and contract compliance forms must be submitted with your sealed bid response. Bids that do not comply could be subject to disqualification.

A. Compliance Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed $10,000 in combination with this Bid, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over $10,000. If total costs of all services rendered in connection with this Bid to the City by the Respondent exceed $25,000, City Council approval will be required.

1. Non-Discrimination by City Contractor(s)

   All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate

inequality based upon race, national origin or sex. Contractors are 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. See Form and Notice in **Appendix H.**

2. Living Wage

   All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, **Appendix I**.

Disadvantage Business Enterprises

Prime contractors bidding on this project must follow, document and maintain documentation of their Good Faith Efforts, as listed in the Disadvantage Business Enterprises (DBEs) information in Appendix G, to ensure that DBEs have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

Insurance Requirements

Included with this bid, Appendix N, are the insurance requirements which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started.
Please attach, with the submitted bid, one copy of current Certificate of Insurance

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.

Assignment

The Contractor shall not assign this agreement or any part thereof without written consent of the City.

Subcontractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

Surety Bonds

Bonds will be required from the successful bidder as follows:

(1) A Performance Bond to the City of Ann Arbor for the amount of the contract.
(2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

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

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

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Invoicing

Detailed invoices must indicate each address location and type of tree of tree planted.

NOTE: If cost exceeds $10,000.00 this bid will require Human Rights compliance and if it is greater than $25,000.00 it will require City Council approval. Therefore, the bid could be approved after the date stated above. The Notice to Proceed will be issued as soon thereafter as possible

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 vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The

Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

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

BID CHECKLIST

Prior to bid submission, thoroughly review all bid specifications and appendices

The following items must be in submitted bid package:

- ❑ Invitation to Bid FormB ( )Tj -0. 0 Tc 0 Tw 5.72 0 Td43(t)TJ g3 -1.15 0.27 0 n4.7 0.84 0 Ted

SCOPE OF WORK & SPECIFICATIONS

To provide all supervision, material, labor, equipment, service operations and expertise required to acquire, deliver, plant, maintain and guarantee for one year, street trees; and to remove and stump street trees in the City of Ann Arbor in anticipation of tree planting, as specified herein. These specifications, including drawings, tree locations and plant materials lists, apply to those items necessary for and incidental to the execution and completion of tree purchase, delivery, planting, tree removal and stumping. Contractor has responsibility to:

A. Furnish, transport and plant trees.
B. Remove the street trees listed in this bid document and their related stumps, leaving the area ready for tree planting.
C. Contact Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the planting of any street trees or removal of any stump.
D. Exercise reasonable care during excavation, tree delivery, planting, filling, grading, tree removal, stumping and cleanup, to protect from damage all existing trees, shrubs, vegetation, and other site features, improvements, structures, and utilities.
E. Work safely and adhere to all applicable standards and permit requirements.
   Note: Permissible working hours for all activities within this bid are 7:00 a.m. to 7:00 p.m. Monday through Friday. Contractor shall notify the City of intended work hours prior to commencement of work. Saturday work will not be permitted unless prior authorization is granted by the city. Sunday or holiday work is not permitted.
F. Take all precautions to ensure the safety of the public.
G. Interact with the public in a professional and courteous manner.
H. Any work incidental to above.

Safety Standards: The Contractor(s) will perform the work with due care taking precautions against injury to persons, damage to public/private property and interference with vehicular or pedestrian traffic. The Contractor(s) shall take necessary precautions to ensure the safety of all persons engaged in the work of this Contract. All equipment to be used and all work to be performed must be in full compliance with provisions outlined in all applicable industry standards and regulations.

Equipment, planting materials and tools must not be left unsecured at any time. All equipment and tools must be stored in such manner to ensure that residents and the public do not have access to them.

The Contractor shall provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

Contractor is responsible for contacting Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the planting of any street trees. Contractor shall provide the City the list of addresses that have been sent to Miss Dig for utility line verification within 24 hours of the request to Miss Dig. Within 24 hours of confirmed positive response from Miss Dig, Contractor shall provide a list to the City of all addresses indicating which locations have marked utilities and which

have been cleared.

Contractor shall be responsible for all damage resulting from neglect from operations associated with this contract or failure to comply with this requirement. The City will pre-mark planting sites. Contractor cannot proceed until all utilities have been identified by Miss Dig and the City has selected and marked the planting locations. It is the responsibility of the Contractor to notify the City as soon as possible if there is a conflict between the proposed planting site and the marked utilities

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall so plan and schedule work as to cause as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times.

Blocking of public streets shall not be permitted unless prior arrangements have been made by submitting an **Application for Traffic Detour or Lane Closure for each job.** A sample permit is included in this bid package (Appendix K). The form is available online at the city website www.a2gov.org/departments/engineering/Pages/Right-Of-Way-and-Lane-Closure-Permits.aspx.

Whenever working in the street the Contractor must provide the **required traffic control signage and flaggers** as described in the Michigan Manual of Uniform Traffic Control Devices. **Bids should account for the cost of flagging personnel and traffic control devices as applicable.**

It is the responsibility of the Contractor(s) to post no parking signs according to City regulations. Contractors may obtain signs from the City, but must provide their own posts. Note that Miss Dig must be called prior to digging post holes. Information about the form and process to post temporary no parking signs is available online at www.a2gov.org; Government; Public Services; Project Management; Private Development; Working in the Right-of-Way.

I. Applicable Specifications and Standards (include, but are not limited to):

A. ***American Standard for Nursery Stock, ANSI Z60.1.*** current edition. American Nursery and Landscape Association, 1000 Vermont Ave. NW, Suite 300, Washington, D.C.20005

B. ***Manual of Woody Landscape Plants.*** By Michael Dirr. 2009. Stipes Publishing,LLC.

C. **Michigan Manual of Uniform Traffic Control Devices**-current edition- for traffic control requirements.

D. **Applicable MIOSHA provision**

II. Planting Season and Work Hours

Planting shall be done within the following dates:
Fall planting: October 1 to December 1 or until ground freezes
Spring planting: April 1 to June 15

If special conditions exist that warrant a variance in the above planting dates, a written request

shall be submitted by the Contractor to the City stating the special conditions and the proposed variance. Permission for the variance will be granted at the discretion of the City.

Permissible working hours are 7:00 a.m. to 7:00 p.m., Monday through Friday. The Contractor shall notify the City of intended work hours prior to the commencement of work. No weekend or holiday work will be permitted unless prior authorization is granted by the City.

Work on State Trunklines (Washtenaw Ave., Huron St., Jackson Ave, and Main Street) and major roads (including, Geddes, Stadium and Packard) must occur between 9 a.m. and 3 p.m.; work is not permitted on these roads outside of these times. No work is to be conducted near the University of Michigan Football Stadium on football game Saturdays, or during other major stadium events.

III. Materials

A complete list of trees, including species and sizes, is included on the Bid Sheets in **Appendix C.**

The Contractor shall furnish a written list of the proposed sources (i.e. grower, not broker) of nursery stock. City may reject a proposed source if their stock is grown in a hardiness zone greater than USDA Zone 5.

All plant material shall conform to ***American Standard for Nursery Stock***. Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. They shall have been freshly dug (during the most recent favorable harvest season). Plants shall be so trained in development and appearance as to be unquestionably superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adults eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

A. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.
B. Balled and burlapped trees shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine.

C. Bare root trees shall have a healthy, well branched root system characteristic of the species and with adequate spread.

D. Bare root and balled and burlapped trees in full leaf prior to planting may be rejected by the City.

E. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the City. Use of larger plants shall not increase the contract price nor allow the Contractor to use smaller than specified material on other plants. If larger plants are approved, the root ball, root spread, or container shall be increased in proportion to the size of the plant.

F. Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.

G. Substitutions of plant materials will not be permitted unless authorized in writing by the City. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

H. All plants shall be labeled by size and scientific plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

I. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Mulch will be placed on the soil surface over the rootball of the tree, but not directly adjacent to the tree trunk. The mulch depth is to be no less than 3” and no more than 4”.

J. Water shall be provided by the Contractor and be suitable for irrigation and free from ingredients harmful to plant life. Trees will be thoroughly watered at the time of installation. A minimum of twenty gallons of water shall be applied to installed trees at time of planting and then every-other week throughout growing season. Growing season is approximately mid-April to mid-November Based on growing season, it is estimated that trees would be watered 16 times from April- November. Watering schedule shall begin no later than May 15. Exact start and end dates of watering schedule will be dependent on weather conditions and will be determined by City. Watering bags (ex: Gator bags) may be used to accomplish watering; however, they must be removed at the end of the growing season.

K. No trunk wrapping material shall remain on the tree after planting.

L. Staking and guying materials, if specified, shall be as follows: Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2-3” wide bands of polypropylene, elasticized or webbed strapping. All staking materials must be removed after one (1) year unless discussed with and authorized by the City.

IV. Certification

All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of the stock.

V. Selection and Tagging

Plants shall be subject to inspection for conformity to specification requirements and approval by the City.

Plants shall be inspected upon delivery, and the City reserves the right to reject any plants that do not meet the standards or that have been damaged during shipment. Such approval shall not impair the right of the City to inspect and reject plant material during progress of the work. A Contractor's representative shall be present at all inspections. The City shall be the sole judge of acceptability of stock at any time during the course of this contract.

VI. Digging and Handling Plant Materials

Balled-and-burlapped and bareroot stock shall be of sufficient depth to include fibrous and feeding roots. B&B stock shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of ***American Standard for Nursery Stock***, <u>The root collar shall be within the top 2" of the soil ball.</u> Balled and burlapped plants with manufactured balls or balls that are dry, cracked, or broken before or during planting operation will not be accepted.

VII. Transportation, Unloading and Storage of Plant Material

A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.

C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City may reject the injured tree(s) and order them replaced at no additional cost to the City.

D. The root systems of each load of bare root stock sent from the storage facility shall be adequately covered with wet soil, sawdust, wood chips, moss, peat, straw, hay or other acceptable moisture-holding medium, and shall be covered with an open-mesh tarpaulin or canvas. Shredded newspaper is not an acceptable medium. Loads that are not protected in the above manner may be rejected. <u>*Note:*</u> *tight-woven tarps and canvas can cause a load of*

trees to overheat on a sunny day, resulting in serious damage.

E. Contractor is responsible for unloading delivered trees using Contractor equipment and labor. Care must be taken to prevent damage to any part of the tree including bark, roots, buds or branches during unloading and storage of trees.

F. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well protected with wood chips or other acceptable material, and kept well watered. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

G. Trees and equipment may be staged in the City of Ann Arbor Nursery (1035 Ellsworth Rd, Ann Arbor) as arranged with Contract Administrator, for the duration of the planting project. Water and wood chips for storing trees, but not City equipment, are available for Contractor's use at this site. The Nursery gate is to remain locked whenever City Staff/Contractors are not present. A lock and chain must be provided by the Contractor.

VIII. Delivery

A. Bid prices shall include delivery to the City's receiving site located at 1035 Ellsworth Road, Ann Arbor, MI. All trees shall be delivered to the specified site at least one day before planting.
   a. Delivery to the City Nursery at 1035 Ellsworth Road must occur between the hours of 7:30 a.m. to 1 p.m. A City representative and contractor representative must be present at delivery.

B. Plant materials shall not be shipped C.O.D., and any shipment so made will be refused by the City.

C. The Contractor shall give the City notice of delivery time 3 to 5 days prior to delivery.

IX. Excavation of Planting Areas

A. Contractor is responsible for contacting Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the planting of any street trees. Contractor shall be responsible for all damage resulting from planting operations, neglect or failure to comply with this requirement.

B. NOTE: Gas lines often are buried under the extension between road and walk. These lines are much deeper than planting operations, with the exception of home service lines. It is the responsibility of the contractor to locate, by hand digging, marked gas lines.

C. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work area, and will be required to exercise due caution to avoid and prevent any damage or injury as a consequence of their work. All turf, trees, shrubs,

groundcovers, fences, irrigation systems utilities and other site amenities shall be adequately protected.

D. Should any direct or indirect damage or injury result to any public or private property by or on account of any act, omission, neglect or conduct in the execution of the work of the Contractor or any employees or agents, such property shall be restored by, and at the expense of the Contractor, to the condition equivalent to that existing before the damage or injury occurred, by repairing or rebuilding the same or by otherwise making good such damage or injury in an acceptable manner.

E. The Contractor shall excavate planting areas as shown on the City of Ann Arbor Tree Planting Detail (Appendix I). Excavation may be done by shovel, backhoe, stump grinder or soil auger. The glazing of the sides must be broken up and the surrounding soil loosened. Contractor is required to hand dig planting locations according to Miss Dig requirements.

F. The soil pad on which the soil/root ball or bare root trees will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball or roots to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. *Note: The root collar is the area where the roots join the trunk. For most trees in native settings, the root collar is just below the soil surface, though it may be 1-5" lower for oak, hickory and pear. With bare root trees the root collar's location is obvious. With nursery grown B&B trees the root collar is rarely visible often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk. This swelling is caused by either a graft union or cutting back of a rooted cutting.* See Appendix H.

G. Excavated planting holes that will pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. All excavated planting holes must be planted or filled the day they are excavated. No excavated planting hole shall be left open after the work day is complete.

H. The Contractor shall notify the City in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

I. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the City shall designate alternate planting locations. The City shall bear any costs associated with such relocation.

X. Planting Operations

A. The City reserves the right to determine the tree species to be planted at each site.

B. Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

C. Plants shall be set with the top of the root collar at or slightly above finished grade. Plants must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth 1 year after planting. *Note: planting depth is critical to long-term planting success. Research indicates that some species planted too deep will develop trunk diseases, girdling roots or be more susceptible to breakage in wind storms. These problems are not likely to develop until years after planting.*

D. Bare root plants shall have their roots spread into a natural position, free of bunching, kinking, or circling. All broken or damaged roots shall be cut back to the point where they are clean and free of rot. No other root pruning shall be done.

E. For plants in plastic, metal or biodegradable containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.

F. For all plants moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly soaked with water after planting.

G. Remove ropes, strings, wire baskets, burlap, and other wrappings from the root balls of B&B plants. After the plant has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom half of the ball. After backfilling is complete, no portion of the ball wrapping shall be left exposed. If ball wrapping is waterproof, water repellant, or non-degradable it must be removed entirely from the ball. All removed ropes, strings, wire baskets, burlap and other materials must be disposed of properly by the Contractor. If the root collar is deep in the ball, remove excess soil away from the trunk using hands to avoid trunk injury.

   Planting holes shall be backfilled with excavated soil. If excavated soil is unsuitable (i.e. rocky/gravely, contains construction debris, too clayey or too sandy) clean topsoil may be used to backfill planting holes. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddled soil conditions by avoiding compaction once the soil is wet.

H. Planting areas shall be finish-graded to conform to drawings (refer to Appendix I- Tree Planting detail) after full settlement has occurred.

I. All plants shall be mulched over the root system with a 3-4-inch layer of aged wood chips or bark immediately after planting. Mulch shall be kept away from the tree's trunk. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.

J. Plants shall be thoroughly watered immediately after planting.

K. All twine, rope, transit guards or wrappings shall be removed after planting is completed and disposed of properly by the Contractor. Plant labels should remain secured to the tree and will be removed by the City.

XI. Guying, Staking, Wrapping, and Pruning

A. Only those plants designated by the City shall have trunk protection installed or be staked and/or guyed.

B. Only trees so designated by the City shall have approved trunk protection installed. The trunk protection shall be secured at the top and bottom of the trunk in a manner so as not to restrict or damage the bark). The Contractor will be responsible for removing trunk protection after a one year period.

C. Only trees so designated shall be staked and guyed. Ties made of approved material shall be attached directly to the stakes or may be attached to stakes by wire. In no case shall the wire extend around the tree trunk. Ties should be attached loosely enough to allow a small amount of play in the trunk. For drooping stems, ties shall be placed at the point on the stem at which the top can stand up on its own. Stakes shall be driven outside the root ball. The Contractor will be responsible for removing all stakes and straps after a one year period. These stakes and straps will be the property of the Contractor and should be figured into the bid.

D. Double leaders, dead branches and any branches damaged or broken during the planting process shall be the pruned. This shall be the only pruning allowed at planting. Pruning shall conform to ***American National Standard for Tree Care Operations, ANSI A300***.

XII. Cleanup

A. Soil, sod, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting activities shall be promptly cleaned up and removed from the City street or right-of-way and disposed of properly. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public or private property in such a manner as to result in a public hazard.

XIII. Acceptance

A. At the completion of each project (fall and spring), the City will meet with Contractor to note and correct any discrepancies that the City has identified during post plant inspections.

B. Acceptance of plant material by the City shall be for general conformity to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.

C. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the City, the City shall certify in writing that the work has been accepted. Any plant work so

accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.

D. Work may be accepted in parts when the City and Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the City to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XIV. Guarantee Period, Replacement and Maintenance

A. The Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance. Acceptable trees shall be sound, healthy, vigorous, with full crowns free of dead or dying branches and branch tips, and shall bear foliage of a normal density, size and color.

B. The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, and within a specified planting period, all trees determined by the City to be unacceptable at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

C. The guarantee does not include vandalism, storm damage, or animal damage unrelated to contractor activities.

D. The Contractor shall be responsible for all maintenance of the trees during the guarantee period. Maintenance shall begin immediately after each tree is planted and shall continue until Final Inspection and Acceptance.

E. Maintenance shall consist of necessary watering, mulching, resetting of plants to proper grades or upright position, pruning or other items as are necessary to keep the plantings in thriving conditions.

XV. Final Inspection and Acceptance

A. At the end of the guarantee period for each project (fall and spring) and within 14 days after receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the City shall inspect all guaranteed work for final acceptance. When the Contract Administrator finds the work acceptable under the Contract and the Contract fully performed, including completion and re-inspection of all repairs and replacements necessary in the judgment of the Contract Administrator, the Contract Administrator will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. Subject to the requirements below, the entire balance found to be due the Contractor, including the retained percentage shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

(1) The consent of the surety to payment of the final estimate;
(2) The Contractor's Affidavit (Appendix M)

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

(3) unsettled liens;
(4) faulty work appearing within 12 months after final payment;

The making and acceptance of the final payment shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

XVI. Payment; Retainage

A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services will be a not to exceed dollar amount. The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Contract Administrator will, within 21 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Contractor Administrator as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. Following the receipt of the Contract Administrator's Certificate, and subject to the City retaining a percentage of the estimate as provided in this paragraph, the City will make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in the same manner as is done for construction contracts under Act 524, Public Acts of 1980. If the City fails to retain a percentage from one or more of the estimates it pays, the City reserves the right to retain the amount from a subsequent payment.

B. If the Contract Administrator decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

C. The Contractor shall promptly remove from the premises all trees and materials determined by the Contract Administrator as failing to meet Contract requirements and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City.

D. The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable trees and materials may be rejected by the Contract Administrator notwithstanding that the work, trees and/or materials have been previously overlooked by the

Contract Administrator and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance, the Contractor shall forthwith make good the defect in a manner satisfactory to the Contract Administrator. The judgment and the decision of the Contract Administrator as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

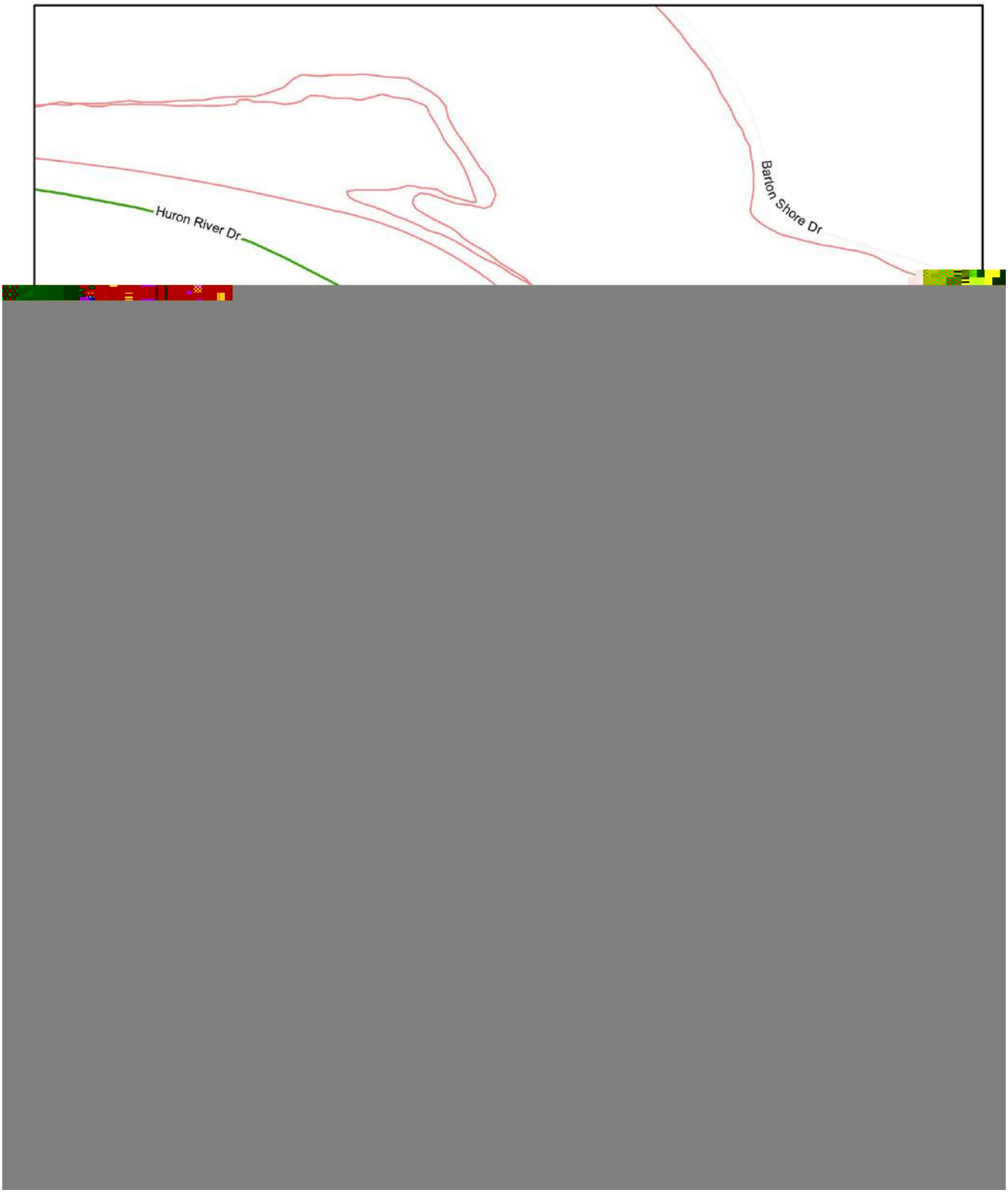
APPENDIX A:
FY16 TREE PLANTING PLAN AND MAPS*

*The planting plan and maps are to provide a general overview of the areas of the City where tree planting will occur. The final list of tree planting sites will be provided by the City to the winning bidder(s) once each site has been evaluated by the City for planting suitability.

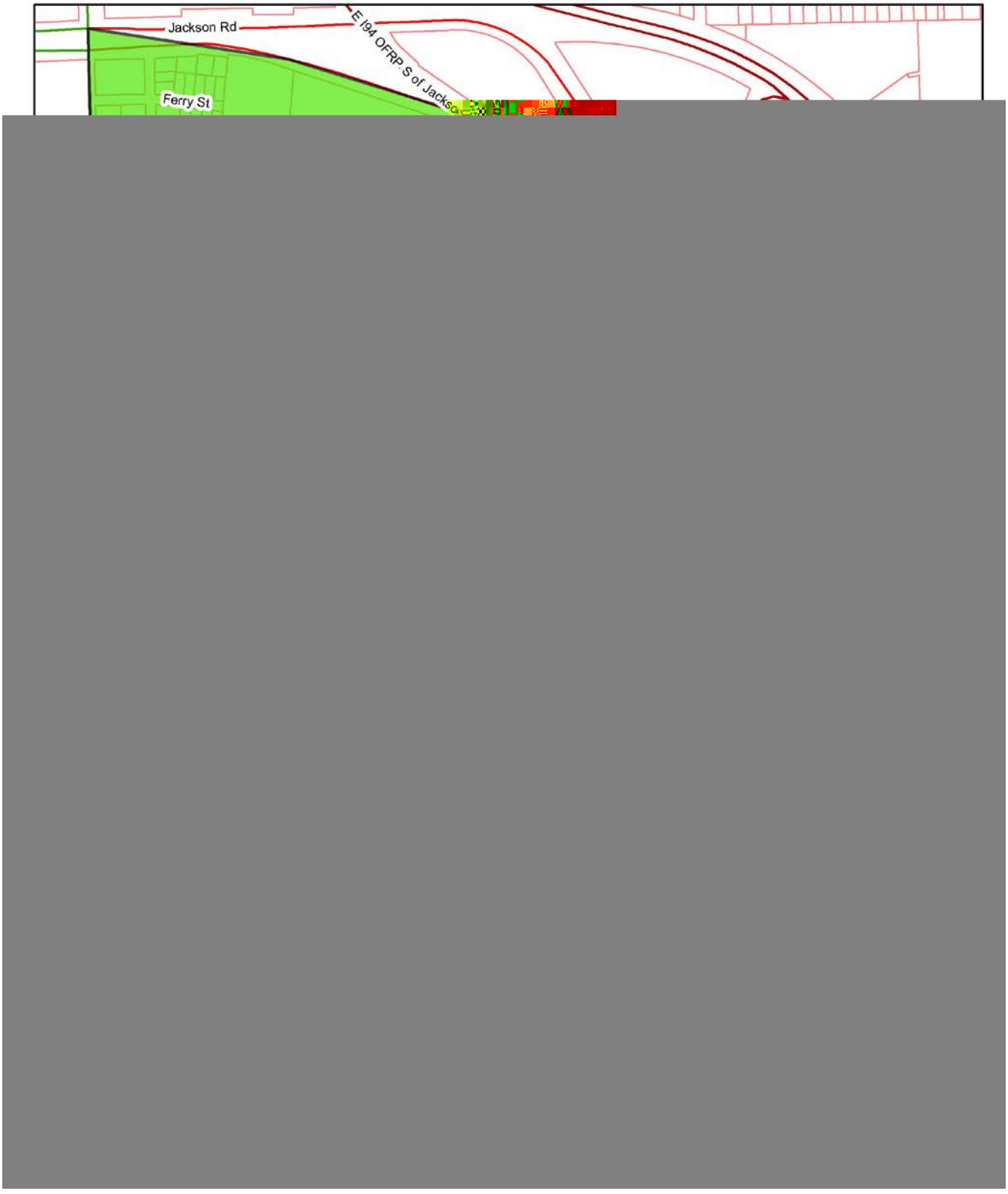
Area # (See Map)	Tree Planting Areas	Estimated # of Potential Sites*	Width of Lawn Extension	Avg. amount of Impervious Area
1	Area bounded by Holyoke, Newport Rd, W. Huron River Drive and Bird Rd.	70	6-12'	50%
2	Area bounded by Jackson Ave, S. Wagner Rd, W. Liberty and I-94	190	4-12'	55%
3	Area bounded by Jackson Ave, Montgomery/Virginia Aves., W. Liberty and W. Stadium.	140	4-10'	60%
4	Area bounded by Scio Church, S. Main St, E. Eisenhower Pkwy/Ann Arbor Saline Road and I-94	150	4-10'	65%
5	Area bounded by Stone School Road, I-94, Hemlock Dr./Jonathan Ct and E. Ellsworth	55	4-10'	65%
6	Area bounded by Washtenaw Ave, Riverview Dr/Geddes Ave, and Huron Parkway	345	4-12'	45%
7	Area bounded by Nixon Rd, Huron Pkwy/Tuebingen, Dhu Varren and Lakehurst Ln/Traver Rd	220	4-10'	60%

APPENDIX A:
FY16 TREE PLANTING PLAN AREA MAP

APPENDIX A:
FY16 TREE PLANTING PLAN-- AREA 1



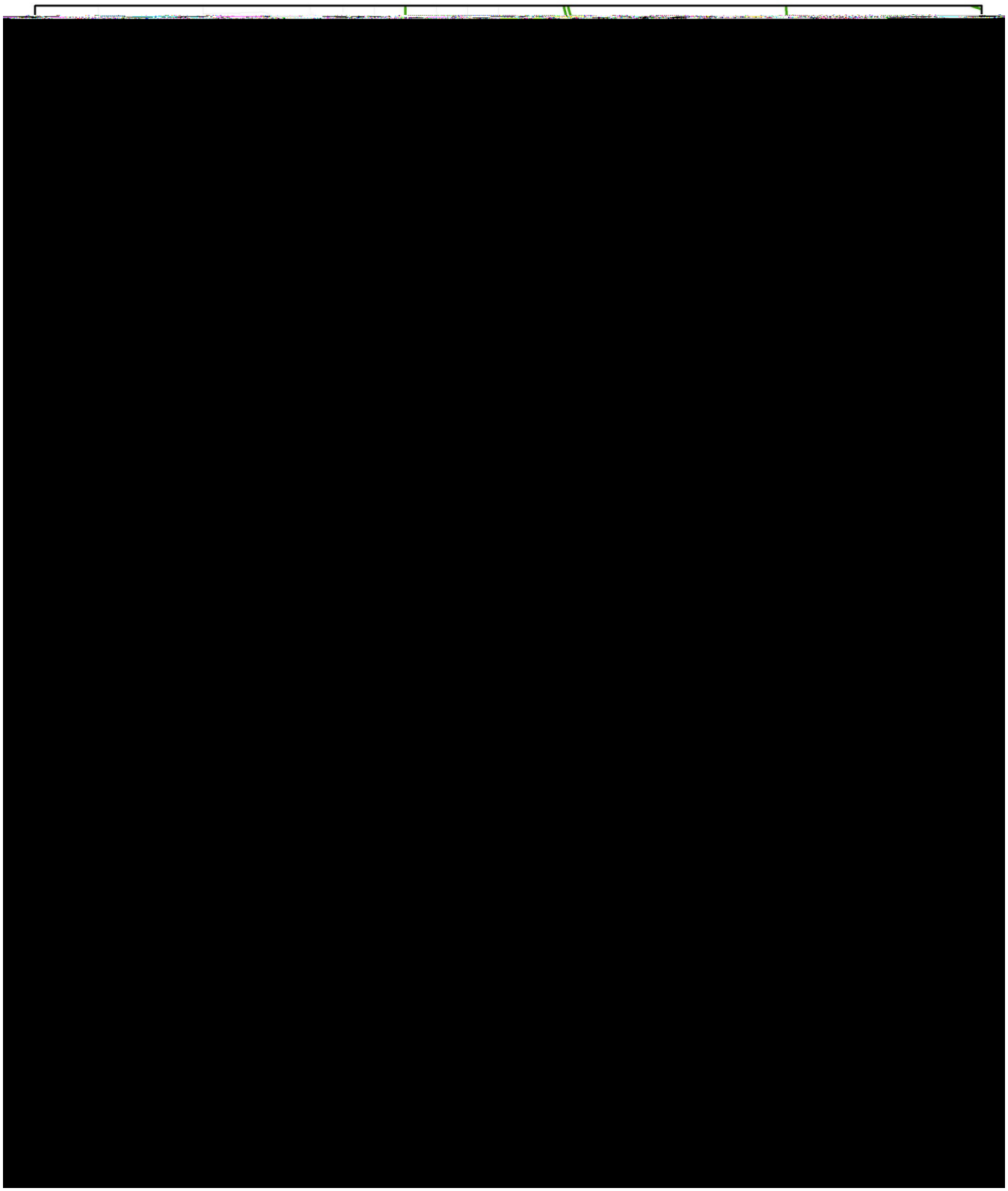
APPENDIX A:
FY16 TREE PLANTING PLAN--AREA 2



APPENDIX A:
FY16 TREE PLANTING PLAN-- AREA 3

APPENDIX A:

FY16 TREE PLANTING PLAN -- AREA 4



United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that, in the event of a replacement of a

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	○ YES	◉ NO
If yes, please complete the table below. If no, please explain:		

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not

APPENDIX H:
CONTRACT COMPLIANCE FORMS
City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

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

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

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

APPENDIX H: CONTRACT COMPLIANCE

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/departments/city-clerk

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization_____ Date Form Completed_____

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

Address_____ County_____ Phone #_____
(Street address) (City) (State) (Zip) (Area Code)

Fax#_____ Email Address_____
(Area Code)

EMPLOYMENT DATA

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

9/03 **Questions about this form? Call (734)794-6576**

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE **Form #2**

CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization_____ Date Form Completed_____

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

Address_____ County_____ Phone #_____
(Street address) (City) (State) (Zip) (Area Code)

Fax#_____ Email Address_____
(Area Code)

EMPLOYMENT DATA

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

2/12 **Questions about this form? Call 734-794-657**

APPENDIX I:
CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to or for the City for a value greater than $10,000 for any twelve-month contract term, as well as certain recipients of financial assistance, shall pay employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on a City of Ann Arbor contract or in connection with a federal, state or local grant program administered or financial assistance awarded by the City. 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 $12.81/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 $14.30/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 (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 Contractor/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

_____
Signature of Authorized Representative Date

_____
Print Name and Title

_____
Address, City, State, Zip

_____
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

$12.81 per hour

If the employer provides health care benefits*****

$14.30 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org

APPENDIX J:
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 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.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	( ) Relationship to Employee _____ ( ) Interest in vendor's company _____ ( ) Other _____

*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 the information provided is true and correct by my signature below:

_____ _____ _____

Signature of Vendor Authorized Representative | Date | Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

☐ Yes, named employee was involved in Bid / Proposal process.

☐ No, named employee was not involved in procurement process or decision

APPENDIX K:
APPLICATION FOR TRAFFIC DETOUR OR LANE CLOSURE

Chris Rachwal 734-323-3893 Office 734- 994-2744 Fax 734-996-3293

DATE(S)_____ TIME (S) _____

LOCATION _____

TYPE OF WORK _____

DESCRIPTION OF DETOUR AND/ OR LANE CLOSURE. (Attach additional sheets as necessary): Lane closure of the north side of E Jefferson between Thompson and Division. Periodic temporary closure to accommodate the lowering of big sections of wood. Traffic will be managed with flaggers. Construction signs and cones will also be used to help direct the traffic.

APPLICANT

Company Name: _____

Address: _____

Office Phone No – 24 hours_____Mobile No._____24 hours

Fax No._____ E-mail : _____

A COPY OF THIS PERMIT MUST BE ON SITE AT ALL TIMES

All detours, lane closure, signing, etc. shall be in conformance with the **Michigan Manual of Uniform Traffic Control Devices, Part 6** (Construction and Maintenance) prepared by Michigan Department of Transportation, and also in accordance with **Chapter 47 of the City of Ann Arbor Code of Ordinances**. Application is valid **ONLY** for the dates indicated above. Any changes or alterations must be approved forty-eight (48 hours prior to closure)

_____ _____

ROW Permit No. Signature of Applicant

_____

Print Name

_____

Approved by

_____

Date Approved

Cc: Public Serv, Police, AA News, Fire, Applicant Revised 8/06

APPENDIX L:
TEMPORARY NO PARKING PERMIT APPLICATION

CITY OF ANN ARBOR, MICHIGAN
100 N. Fifth Avenue, Ann Arbor, MI 48104
Phone: (734) 794-6000, Fax: (734) 994-1744

TEMPORARY PERMISSION TO RESERVE PARKING LANE FOR WORK-RELATED PURPOSES

Location:_____
Limited to parking lane directly in front of residence where work to be performed, using property lines as limit

Date(s):_____Time of Day:_____
Maximum Duration of 72 hours

Reason:_____

Name:_____

Company:_____Email_____

Address:_____

Phone Number:_____ Fax Number:_____

Payment: Check_____ Cash_____ Amount: $_____

Signed:_____ (read & initial back also)

TO BE FILLED OUT BY CITY STAFF:

Approved by: _____ Date:_____
Project Management, Public Services

Approved by: _____ Date:_____
Community Standards, AAPD

Approved by: _____ Date:_____
Field Operations, Public Services

"No Parking Signs" installed by Field Operations: _____/_____
Date / Time

REQUESTOR NOTIFIED OF APPROVAL OF PERMIT:_____
Name/Date

REQUEST DENIED: REASON_____ Name/Date_____
A=Date Conflict; **B**=Improper Use of Permit; **C**=Other; Explanation_____

REQUESTOR NOTIFIED OF DENIAL OF PERMIT:_____
Name/Date

Public Services Administrator (as needed): _____
Comments/Initials/Date

c: Parking Referee Treasurer's Office Community Standards Field Operations File
Rev. 2/9/09

Temporary Permission to Reserve Parking Lane for Work-Related Purposes

1. Entry/Point of Origin: Public Services/Customer Service Center

2. Process: Fill out permit information on reverse side, read below guidelines & restrictions, and initial bottom of page.

3. Guidelines/Restrictions:
   a. Requests cannot be granted for State trunklines defined as: North Main Street (from Huron to M-14 ramps), Huron Street (from Washtenaw to Jackson), Washtenaw Avenue (from US-23 to Huron), Jackson Road (from Huron to City Limits).
   b. Form must be filled out and submitted *with payment* **five business days in advance** of requested date. This allows for routing of this permit, contacting Miss Dig, sign installation, and 48-hour sign placement to allow for enforcement.
   c. "Location" is limited to the parking lane directly in front of the residence where the work is being performed, using property lines as boundaries. NOTE: If there is no parking in front of the residence, options may be a "Lane Closure" or a "Front Set Back" permit.
   d. City staff must install and remove signs approved by this permit. Installation by non-City staff will no longer be an option. Per City Code 5:508(12), City staff will remove and dispose of any unauthorized signs.
   e. The location requested on this form **shall not** be used for personal or employee parking.
   f. Duration of Approved Permit is limited to 72 hours maximum. Any person, after receiving approval for up to 72 hours for a location, who requires more than the allowed 72 hours must fill out a new permit, pay the required fee, and repeat the process.
   g. Fee: Set by City Council.
   h. We reserve the right to revoke your permit for any violation per Chapter 47 section 4:3, (1).

4. Operation of Permit
   a. Approved Permits
      1. If approved, a copy of the permit will be faxed to the number given on the front of this permit. If no fax number is given, the permit will be mailed to the address listed.
      2. For approved permits, City staff will be responsible for sign installation and removal for the dates and times on the permit.
      3. Should you need enforcement of this parking prohibition, contact Parking Dispatch at 994-2911.
      4. Other questions can be directed to the Customer Service Center at 794-6000.
   b. Denied Permits
      1. If denied, a copy of the permit will be faxed to the number given on the front of this permit. If no fax number is given, the permit will be mailed to the address listed.
      2. Once notified of a permit denial, the requestor has the option to appeal the decision to the Public Services Administrator.
      3. If appealed, the decision of the Public Services Administrator will be the final decision.
      4. Payment will be refunded if permit is denied.

I have read and understand this information and agree to these terms: _____(initial/date)

APPENDIX M:
FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

(1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

(a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

(b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

(5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

(a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;

(b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;

(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

APPENDIX N:
SAMPLE CITY OF ANN ARBOR SERVICE AGREEMENT

SERVICE 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 _____.

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

Contract and Exhibits
Invitation to Bid No. _____
Bid Proposal of Contractor, dated _____, 20_____

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

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

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

B. Quality of Services: The Contractor's standard of service under this Contract shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. Compliance with Applicable Law: The Contractor shall perform its services under this Contract in compliance with all applicable laws, ordinances and regulations.

D. Location: The Contractor shall provide all of these services at locations selected by _____ within the City of Ann Arbor, Michigan.
.

IV. RELATIONSHIP OF PARTIES

A. The parties to this Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this Contract. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this Contract. 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 Contract.

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

D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this Contract.

V. COMPENSATION OF CONTRACTOR

A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services shall not exceed $_____. The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Contract Administrator will, within 21 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Contractor Administrator as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. Following the receipt of the

Contract Administrator's Certificate, and subject to the City retaining a percentage of the estimate as provided in this paragraph, the City will make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in the same manner as is done for construction contracts under Act 524, Public Acts of 1980. If the City fails to retain a percentage from one or more of the estimates it pays, the City reserves the right to retain the amount from a subsequent payment.

B. If the Contract Administrator decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

C. The Contractor shall promptly remove from the premises all trees and materials determined by the Contract Administrator as failing to meet Contract requirements and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City.

D. The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Contract Administrator notwithstanding that the work and/or materials have been previously overlooked by the Contract Administrator and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance, the Contractor shall forthwith make good the defect in a manner satisfactory to the Contract Administrator. The judgment and the decision of the Contract Administrator as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

E. Within 14 days after receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the City shall inspect all guaranteed work for final acceptance. When the Contract Administrator finds the work acceptable under the Contract and the Contract fully performed, including completion and re-inspection of all repairs and replacements necessary in the judgment of the Contract Administrator, the Contract Administrator will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. Subject to the requirements below, the entire balance found to be due the Contractor, including the retained percentage shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

(1) The consent of the surety to payment of the final estimate;
(2) The Contractor's Affidavit

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

(1) unsettled liens;
(2) faulty work appearing within 12 months after final payment;

The making and acceptance of the final payment shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

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 B, 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 B. When requested, Contractor shall provide the same documentation for its subcontractor(s).

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 Contract, 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 Contract.

VII. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. 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 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.

B. Living Wage. 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 Contract 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 Contract 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.

VIII. WARRANTIES BY CONTRACTOR

A. The Contractor warrants that the quality of its services under this Contract shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.

B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this Contract. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IX. SURETY BONDS

Before the commencement of any work under this Contract, Contractor shall provide to the City the following surety bond(s), issued by a surety company licensed to write surety bonds in the State of Michigan, executed on a form supplied by the City, and satisfactory to the City Attorney:

A. _____
(Type of Bond)

X. TERMINATION OF CONTRACT; RIGHTS ON TERMINATION

A. This Contract may be terminated by either party in the case of a breach of this Contract by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this Contract.

B. If contracting services are terminated for reasons other than the breach of the Contract by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

XI. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the Contract.

B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XII. ASSIGNMENT

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

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

the Contract to third parties.

XIII. NOTICE

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

XIV. EXTENT OF AGREEMENT

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

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

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Contract will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Contract 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 Contract or the application of the provision to other parties or other circumstances.

XVI. CHOICE OF LAW

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

FOR CONTRACTOR

By _____
Type Name

Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Steven D. Powers, City Administrator

_____
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
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than $1,000,000.

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

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 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

4. 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.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

B. Insurance required under A.3 and A.4 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX O:
BONDS
PERFORMANCE BOND

(1) _____of (referred to as "Principal"), and_____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for $, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City dated_____, 20_ , for:

_____

and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this_____day of_____, 20_ .

(Name of Surety Company)

By
(Signature)

Its
(Title of Office)

(Name of Principal)

By
(Signature)

Its
(Title of Office)

Approved as to form:
Stephen K. Postema, City Attorney

Name and address of agent:

LABOR AND MATERIAL BOND

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

$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated _____, 20____, for ; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 20___.

_____	_____
(Name of Surety Company)	(Name of Principal)
By _____	By _____
(Signature)	(Signature)
Its _____	Its _____
(Title of Office)	(Title of Office)
Approved as to form:	Name and address of agent:
_____	_____
Stephen K. Postema, City Attorney	_____

APPENDIX P:
CONTRACTOR'S AFFIDAVIT

The undersigned Contractor,_____, represents that on
_____, 20_, it was awarded a contract by the City of Ann Arbor, Michigan to_____under the terms and conditions of a Contract
titled_____

___
The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

_____
Contractor

By _____
(Signature)

Its_____
(Title of Office)

Subscribed and sworn to before me, on this_____day

of_____, 20___

_____County, Michigan
Notary Public

My commission expires on:_____, 20___

APPENDIX Q:
AMERICAN IRON AND STEEL CONTRACT LANGUAGE

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of _____ ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.