

CITY OF ANN ARBOR
INVITATION TO BID



Right of Way Mowing and Landscaping Services

ITB No. 4662

Due Date: February 11, 2021 at 10:00 AM (Local Time)

Public Services, Public Works

Issued By:

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

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ATTACHMENTS

- City of Ann Arbor Sample Purchase Agreement*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*
- Traffic Island Locations*

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for right of way mowing and landscaping services based on the specifications provided herein. The pricing provided for this ITB shall be firm for two (2) years.

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

Preparation of Bids

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

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

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

Questions or Clarification / Designated City Contacts

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

All questions shall be due on or before **February 3, 2021 @ 10:00 a.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Paul Matthews, pmatthews@a2gov.org

Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

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

Addenda

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

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

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **February 11, 2021 at 10:00 AM (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4662 – Right of Way Mowing and Landscaping Services.

Bids must be addressed and delivered to:

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

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

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

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

Award

The City intends to award to the lowest responsive and responsible bidder.

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

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be

posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

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

Withdrawal of Bids

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

Non-Discrimination Requirements

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

Living Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Conflict Of Interest Disclosure

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

Debarment

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

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as

the “Freedom of Information Act.” The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

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

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

Cost Liability

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

Reservation of Rights

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

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City’s commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City’s environmental principles.

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

SIGNED THIS _____ DAY OF _____, 202__.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

Authorized Official

_____ **Date** _____, 202_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

SPECIFICATIONS

GENERAL

The selected bidder(s) will be required to fully comply with the specifications for each property listed below and coordinate the provision of services with the property contact listed in the specifications.

TRAFFIC ISLAND MOWING

Invoices for traffic island and special request mowing will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of mowing must be clearly printed on invoices.

Traffic Islands – (list of all traffic islands and maps provided)

Weekly mowing, trimming and trash removal of approximately 221 traffic islands. Seasonal mowing will commence approximately April 15th and end November 1st of each year. Contractor will provide to City a written update of completed traffic islands by close of business each week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

WASTEWATER TREATMENT PLANT MOWING

49 Old Dixboro Road, Ann Arbor, MI 48105

The Wastewater Treatment Plant (WWTP), located at 49 Old Dixboro Road, Ann Arbor, MI 48105 has approximately five (5) acres (216,800 square feet) of turf that will require mowing and trimming.

A mowing season is approximately April 20 through October 31 with approximately 25 mowing's per season. Mowing will take place once per week unless directed otherwise by WWTP staff. City staff may determine that during times of rapid turf growth, mowing may take place twice per week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

The Contractor shall weed whip all areas around tanks, buildings, structures and hydrants twice per month. Areas or slopes not accessible by large mowers shall be maintained by alternative methods (e.g., weed whipped, cut by hand mower, etc.). Cuttings, debris and litter shall not be blown into plant process tanks and must be cleaned from all walkways. The Contractor shall cut all saplings and/or brush six (6) inches in height or greater along buildings and tanks.

The Contractor shall trim and/or cut brush, grass, and weeds along both sides of the WWTP's entrance drive. The area shall be maintained to a distance of three (3) feet behind the guard rail. This shall be done in the early spring, midsummer and early fall. This item will be itemized separately from the general lawn mowing service.

If directed by WWTP staff to increase the frequency of mowing, the additional maintenance will be paid at the effective per mowing rate times the number of mowing events. If directed by WWTP staff to decrease the frequency of mowing, the vacated week of mowing will not be paid.

The contact person for Wastewater Treatment Plant mowing is Jeremy Holbrook at (734) 794-6450. Invoices for Wastewater Treatment Plant mowing will be mailed to 49 Old Dixboro Road, Ann Arbor, MI 48105. The location and dates of mowing must be clearly printed on all invoices.

OTHER CITY PROPERTIES

Invoices for these properties will be addressed to 301 E. Huron Street, Ann Arbor, MI 48107, attention Financial Services.

Seasonal biweekly mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start.

PUBLIC WORKS OTHER PROPERTIES

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of mowing must be clearly printed on invoices.

Seasonal biweekly mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start.

PUBLIC PROPERTY LANDSCAPING AND MAINTENANCE

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of landscaping services must be clearly printed on invoices.

RIGHT OF WAY MOWING AND BRUSH CLEARING

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of landscaping services must be clearly printed on invoices.

Mow a 6' strip and clear brush back 6' and up to a height of 7'.

BID FORM

VENDOR NAME: _____

A. TRAFFIC ISLAND MOWING

i. City Traffic Islands

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for twenty nine cycles during each growing season at \$_____ per cycle x 29 = \$_____.

For accounting purposes only: \$_____ per square foot of mowing (cycle).

ii. Trunkline City Traffic Islands

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for twenty nine cycles during each growing season at \$_____ per cycle x 29 = \$_____.

For accounting purposes only: \$_____ per square foot of mowing (cycle).

B. WASTEWATER TREATMENT PLANT (WWTP) MOWING

Mow, trim, and remove cuttings, debris and litter at the WWTP approximately 29 times during each growing season:

\$_____ per mowing (approximately 5 acres)

Trim/cut brush (up to 2" diameter), grass, and weeds along the entrance drive three (3) times per growing season:

\$_____ per trim and/or cut on both sides of WWTP entrance drive

C. OTHER CITY PROPERTIES

1510 Stadium (Fire Station #2)

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$_____ per cycle x 14 = \$_____.

For accounting purposes only: \$_____ per square foot of mowing (cycle).

721 N. Main Street (Old Fleet Garage) and CNG Station on Summit

406 N. Ashley/Dental Clinic

926 Mary Street/Poll Place

3442 Platt Road/Vacant Lot (extension and 30' back on road frontage)

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$_____ per cycle x 14 = \$_____.

For accounting purposes only: \$_____ per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section C. Other City Properties \$ _____.

D. PUBLIC WORKS OTHER CITY PROPERTIES

406 Maple Ridge St./Vacant Lot NW 1029

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$_____ per cycle x 14 = \$_____.

875 S. Maple/Vacant Lot south of Discovery Center (extension and 30' back on both road frontages)

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$_____ per cycle x 14 = \$_____.

Washtenaw Bike Path – Located on the north side of Washtenaw Ave. between Tuomy and Glenwood. Contractor shall cut strip of grass on both sides of the path.

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$_____ per cycle x 14 = \$_____.

For accounting purposes only: \$_____ per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section D. Public Works Other Properties \$ _____.

E. LANDSCAPING SERVICES

Washtenaw Stadium Split

Maintain 14 beds and concrete islands throughout the growing season. Monthly services required are weeding/suppression, dead heading and trash/debris removal at \$_____ per monthly visit May-October.

Wheeler Service Center

Maintain landscaping beds in front of the Wheeler Service Center, 4251 Stone School Rd throughout the growing season. Monthly services required are weeding/suppression, bed edging, dead heading and trash/debris removal at \$_____ per monthly visit May-October.

Additional Locations

Weed and edge various landscaping and flower beds as requested throughout the growing season at \$_____ per hour (factor in 2 techs and one truck).

Total for Six (6) cycles for all of the properties included in section E. Landscaping Services \$ _____.

F. RIGHT OF WAY MOWING AND BRUSH CLEARING

Huron River Drive – North and South sides Between N. Main and the City limits east of Foster Rd

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Pontiac Trail – West side of Pontiac Trail between Longshore and Swift St

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Plymouth Rd- West side of Plymouth Rd between Barton and Moore

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Fuller – Both sides of Fuller Rd between Fuller Ct and the entrance to Furstenberg Nature Area

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Fuller – South side of Fuller between N. State and Glen Ct

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Glazier Way – North side of Glazier Way between Wolverhampton Lane and Green Rd

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

Glazier Way – South side of Glazier Way between Huron Parkway and Fuller Rd

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$_____ per cycle x 2 = \$_____.

For accounting purposes only: \$_____ per linear foot of mowing (cycle).

Total for two (2) cycles for all of the properties included in section F. Right of Way Mowing and Brush Clearing \$ _____.

Signature of Authorized Representative of Bidder _____.

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

2. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

3. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

GENERAL CONDITIONS

ESTIMATED QUANTITIES

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

DOWN PAYMENTS

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

CONTRACT TERM

The pricing provided for this ITB shall be firm for two (2) years.

APPENDIX A: SAMPLE PURCHASE AGREEMENT

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

GENERAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR

FOR _____

ITB NO. _____

This agreement ("Agreement") is between 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 State of Michigan limited liability company, with its address at _____. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

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 _____ ITB No. _____ and all Addendum.

II. DURATION

Contractor shall commence performance on _____, 2021 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

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

This Agreement and Exhibits

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

Bid Proposal of Contractor, dated _____, 202__, and restated and attached as Exhibit A.

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

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

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

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

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

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

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

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

conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

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

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice,

for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

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

XIV. NOTICE

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

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

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

City of Ann Arbor
ATTN: _____
301 E. Huron St.
Ann Arbor, Michigan 48104

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

XV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, and the other Contract Documents, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its _____

This ___ day of _____, 20___

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20___

Approved as to substance

By _____
Tom Crawford, City Administrator

Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
COMPENSATION**

General

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

Shall not exceed _____ (\$ _____)

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of this Exhibit C shall survive the expiration or earlier termination of this contract for any reason.



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

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

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/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 \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 per hour

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

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

ENFORCEMENT

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

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

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

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

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

TRAFFIC ISLAND LOCATIONS

Property Count	Island ID	Location	Acres	Area (sq ft)	Trunkline	Map Section
1	NE-112	Georgetown Blvd	0.03986985	1737		NE - 5
2	NE-113	Georgetown Blvd	0.03635845	1584		NE - 5
3	NE-114	Georgetown Blvd	0.05578557	2430		NE - 5
4	NE-115	Georgetown Blvd	0.05697483	2482		NE - 5
5	NE-116	Georgetown Blvd	0.03962642	1726		NE - 5
6	NE-117	Georgetown Blvd	0.04914392	2141		NE - 5
7	NE-118	Georgetown Blvd	0.02874855	1252		NE - 5
8	NE-119	Georgetown Blvd	0.07087665	3087		NE - 5
9	NE-120	Georgetown Blvd	0.06357335	2769		NE - 5
10	NE-121	Georgetown Blvd	0.07178740	3127		NE - 5
11	NE-132	Plymouth Rd	0.10666510	4646		NE - 5
12	NE-108	Bunker Hill Rd	0.07698879	3354		NE - 5
13	NE-109	Burbank Dr	0.06639943	2892		NE - 5
14	NE-128	Nixon Rd	0.27580260	12014		NE - 5
15	NE-129	Nixon Rd	1.18642429	51681		NE - 5
16	NE-130	Nixon Rd	0.21705052	9455		NE - 5
17	NE-106	Briarcliff St	0.02293185	998.9		NE - 5
18	NE-107	Briarcliff St	0.06806225	2965		NE - 5
19	NE-952	Traver Blvd	0.03220208	1403		NE - 5
20	NE-953	Traver Blvd	0.05133142	2236		NE - 5
21	NE-954	Traver Blvd	0.04436658	1933		NE - 5
22	NE-955	Traver Blvd	0.21152127	9214		NE - 5
23	NE-956	Traver Blvd	0.06461158	2814		NE - 5
24	NE-110	Burgundy Rd	0.25027025	10902		NE - 3
25	NE-443	Frederick Dr	0.01591543	693.3		NE - 3
26	NE-140	Plymouth Rd	0.08671217	3777		NE - 5
27	NE-141	Plymouth Rd	0.11760661	5123		NE - 5
28	NE-455	Wynnstone Dr	0.02857766	1245		NE - 3
29	NE-464	Windemere Dr	0.02822623	1230		NE - 3
30	NE-465	Farimount Dr	0.02737435	1192		NE - 3
31	NE-562	Earhart Rd	0.06689244	2914		NE - 3
32	NE-563	Earhart Rd	0.14521831	6326		NE - 3
33	NE-564	Earhart Rd	0.33490292	14588		NE - 3
34	NE-565	Earhart Rd	0.22123829	9637		NE - 3
35	NE-566	Earhart Rd	0.46167732	20111		NE - 3
36	NE-567	Earhart Rd	0.15588085	6790		NE - 3
37	NE-568	Earhart Rd	0.03020874	1316		NE - 3
38	NE-494	Skynob Dr	0.06962472	3033		NE - 3
39	NE-137	Washtenaw Ave	0.09509910	4143	Yes	NE - 1

40	NE-124	Harvard Pl	0.03058233	1332		NE - 1
41	NE-111	Geddes Ave	0.04423615	1927		NE - 1
42	NE-136	Washtenaw Ave	0.03730930	1625		NE - 1
43	NE-105	Belfield Cir	0.03024706	1318		NE - 1
44	NE-127	Navarre Cir	0.02261533	985.1		NE - 1
45	NE-125	Heatheridge Ave	0.02550206	1111		NE - 1
46	NE-126	Heatheridge Ave	0.00833883	363.2		NE - 1
47	NE-134	Vinewood Blvd	0.30178131	13146		NE - 1
48	NE-133	Vinewood Blvd	0.27330890	11905		NE - 1
49	NE-135	Vinewood Blvd	0.26586795	11581		NE - 1
50	NE-101	Adare Cir	0.08771998	3821		NE - 2
51	NE-122	Glenwood Rd	0.01778183	774.6		NE - 2
52	NE-102	Adare Rd	0.11160420	4861		NE - 2
53	NE-104	Bedford Rd	0.09458454	4120		NE - 2
54	NE-131	Overridge Dr	0.02500109	1089		NE - 2
55	NE-103	Bedford Rd	0.06493914	2829		NE - 2
56	NE-542	Roxbury Rd	0.07707740	3357		NE - 2
57	NE-545	Londonderry Cir	0.02952763	1286		NE - 2
58	NE-548	Washtenaw Ave	0.24272817	10573	Yes	NE - 1
59	NE-476	Broadway ST	0	135.57		NE - 4
60	NE-1033	N Division at Carey St	.02382158	1037.67		NE - 4
61	NE-559	Traver Ct	0.11378749	4957		NE - 4
62	NE-560	Skydale Dr	0.01879917	818.9		NE - 6
63	NE-561	Skydale Dr	0.08021908	3494		NE - 6
64	NE-1030	Depot St	.03580384	1660		NE - 4
65	NE-1040	Nixon and Dhu Varren	.0558663	2421.21		NE - 7
66	NW-401	Provincetown Ct	0.07569847	3297		NW - 1
67	NW-402	Salisbury Ln	0.07132204	3107		NW - 1
68	NW-403	Balmoral Ct	0.40069357	17454		NW - 1
69	NW-405	EB M14 ONRP from NB N Main St	1.11176619	48429	Yes	NW - 2
70	NW-406	EB M14 ONRP from NB N Main St	0.18446611	8035	Yes	NW - 2
71	NW-421	Sunset and Vesper Rd	0.02303292	1003		NW - 2
72	NW-419	Minglewood Way	0.18600578	8102		NW - 2
73	NW-413	Sequoia Pkwy	0.41733148	18179		NW - 4
74	NW-418	Red Oak and Vesper Rd	0.00938458	408.8		NW - 2
75	NW-412	Sequoia Pkwy	0.79194734	34497		NW - 4
76	NW-408	Sequoia Pkwy	0.33408895	14553		NW - 4
77	NW-409	Sequoia Pkwy	0.49645622	21626		NW - 4
78	NW-422	Cressfield Ln	0.01382421	602.2		NW - 2
79	NW-411	Sequoia Pkwy	0.24906819	10849		NW - 4

80	NW-410	Sequoia Pkwy	0.29604134	12896		NW - 4
81	NW-414	S Circle Dr	0.02279078	992.8		NW - 4
82	NW-423	Newport Pl	0.01532891	667.7		NW - 3
83	NW-415	Thomas Ct	0.00414125	180.4		NW - 3
84	NW-416	Thomas Ct	0.01262972	550.2		NW - 3
85	NW-424	Red Oak Ct	0.00488647	212.9		NW - 3
86	NW-417	Ross and Arlene St	0.01197481	521.6		NW - 3
87	NW-425	Arborview Blvd and Maple Ridge St	0.01410255	614.3		NW - 3
88	NW-426	Linwood and Wildwood Ave	0.06065680	2642		NW - 3
89	NW-431	Jackson Rd and Hilltop Dr	0.22282903	9706	Yes	NW - 5
90	NW-432	WB I94 ONRP from WB Jackson Ave	0.49109546	21392	Yes	NW - 5
91	NW-427	S Revena Blvd	0.05911696	2575		NW - 3
92	NW-433	WB I94 ONRP from Jackson Ave	0.06898185	3005	Yes	NW - 5
93	NW-435	Jackson Ave	0.43218267	18826	Yes	NW - 3
94	NW-428	S Revena Blvd	0.05852492	2549		NW - 3
95	NW-434	Jackson Ave and Jackson Pl	0.04347473	1894	Yes	NW - 3
96	NW-429	S Revena Blvd	0.06641824	2893		NW - 3
97	NW-430	S Revena Blvd	0.02159284	940.6		NW - 3
98	NW-437	Burr Oak Dr	0.12631216	5502		NW - 5
99	NW-951	Jackson Ave and Jackson Pl	0.15661473	6822	Yes	NW - 3
100	NW-436	Dolph and Sunnywood Dr	0.00599151	261		NW - 5
101	NW-420	Robin Rd	0.12756641	5557		NW - 2
102	NW-915	W Huron River Dr	0.13260258	5776	Yes	NW - 2
103	NW-946	WB I94 OFRP S of Jackson Ave	0.83902820	36548	Yes	NW - 5
104	NW-438	Jackson Rd and Hilltop Dr	0.14577086	6350	Yes	NW - 5
105	NW-404	N Maple Rd	0.11741750	5115		NW - 4
106	SE-254	Woodside Rd	0.08592463	3743		SE - 1
107	SE-203	Ann Arbor Saline Rd	0.06692019	2915		SE - 4
108	SE-233	Old Boston Ct	0.02552942	1112		SE - 2
109	SE-239	Platt Rd	0.25805191	11241		SE - 2
110	SE-227	King George Blvd	0.13208911	5754		SE - 3
111	SE-228	King George Blvd	0.11712355	5102		SE - 3
112	SE-229	King George Blvd	0.11722388	5106		SE - 3
113	SE-230	King George Blvd	0.28364859	12356		SE - 3
114	SE-240	Platt Rd	0.01104833	481.3		SE - 2
115	SE-241	Revere Ct	0.00632556	275.5		SE - 2
116	SE-243	W Eisenhower Pkwy	0.10520038	4583		SE - 4
117	SE-231	King George Blvd	0.10192740	4440		SE - 3

118	SE-244	W Eisenhower Pkwy	0.28026663	12208		SE - 4
119	SE-204	Brandywine Dr	0.06768075	2948		SE - 2
120	SE-220	E Eisenhower Pkwy	0.91803845	39990		SE - 3
121	SE-232	King George Blvd	0.07165539	3121		SE - 3
122	SE-245	W Eisenhower Pkwy	0.08525021	3713		SE - 4
123	SE-246	W Eisenhower Pkwy	0.34946826	15223		SE - 4
124	SE-219	E Eisenhower Pkwy	0.22888190	9970		SE - 3
125	SE-238	St Aubin Service Dr	0.32142651	14001		SE - 2
126	SE-237	St Aubin Service Dr	0.36288711	15807		SE - 2
127	SE-221	E Eisenhower Pkwy	0.30188279	13150		SE - 3
128	SE-225	E Eisenhower Pkwy	0.08602145	3747		SE - 3
129	SE-235	Packard Rd	0.16253824	7080		SE - 3
130	SE-236	Packard Rd	0.01756479	765.1		SE - 3
131	SE-226	E Eisenhower Pkwy	0.01529983	666.5		SE - 3
132	SE-234	Packard Rd	0.45853859	19974		SE - 3
133	SE-247	W Eisenhower Pkwy	0.49810201	21697		SE - 4
134	SE-224	E Eisenhower Pkwy	0.33513408	14598		SE - 3
135	SE-218	E Eisenhower Pkwy	0.07349318	3201		SE - 3
136	SE-223	E Eisenhower Pkwy	0.42219445	18391		SE - 3
137	SE-217	E Eisenhower Pkwy	0.10878479	4739		SE - 3
138	SE-222	E Eisenhower Pkwy	0.35228367	15345		SE - 3
139	SE-248	W Eisenhower Pkwy	0.11379179	4957		SE - 4
140	SE-216	E Eisenhower Pkwy	0.22952849	9998		SE - 4
141	SE-215	E Eisenhower Pkwy	0.19809331	8629		SE - 4
142	SE-214	E Eisenhower Pkwy	0.34300736	14941		SE - 4
143	SE-212	E Eisenhower Pkwy	0.35003922	15248		SE - 4
144	SE-249	W Eisenhower Pkwy	0.85614027	37293		SE - 4
145	SE-211	E Eisenhower Pkwy	0.11630895	5066		SE - 4
146	SE-210	E Eisenhower Pkwy	0.30674286	13362		SE - 4
147	SE-213	E Eisenhower Pkwy	0.01548728	674.6		SE - 4
148	SE-209	E Eisenhower Pkwy	0.18666328	8131		SE - 4
149	SE-208	E Eisenhower Pkwy	0.41969477	18282		SE - 4
150	SE-207	E Eisenhower Pkwy	0.12878879	5610		SE - 4
151	SE-206	E Eisenhower Pkwy	0.35327282	15389		SE - 4
152	SE-205	E Eisenhower Pkwy	0.34378400	14975		SE - 4
153	SE-242	S State St	0.31738705	13825		SE - 4
154	SE-253	W Eisenhower Pkwy	0.13324145	5804		SE - 4
155	SE-252	W Eisenhower Pkwy	0.26704336	11632		SE - 4
156	SE-251	W Eisenhower Pkwy	0.08995704	3919		SE - 4
157	SE-250	W Eisenhower Pkwy	0.16175932	7046		SE - 4
158	SE-603	E University Ave	0.05597349	2438		SE - 1

159	SE-614	S Main St	0.01716759	747.8		SE - 4
160	SE-622	Page Ct	0.02942642	1282		SE - 3
161	SE-624	King George Ct	0.07494277	3265		SE - 3
162	SE-642	Lookridge Dr	0.04987032	2172		SE - 3
163	SE-643	S State St	0.10873530	4737		SE - 4
164	SE-650	Catalpa Cir	0.05017729	2186		SE - 5
165	SE-678	S State St	0.07263450	3164		SE - 6
166	SE-682	S State St	0.27088720	11800		SE - 6
167	SE-683	Research Park Dr	0.11937999	5200		SE - 6
168	SE-684	Research Park Dr	0.69364743	30215		SE - 6
169	SE-685	S State St	0.06635945	2891		SE - 6
170	SE-686	Aiport Blvd	0.33343187	14524		SE - 6
171	SE-687	S State St	0.36235112	15784		SE - 6
172	SE-690	S State St	0.17199156	7492		SE - 6
173	SE-725	St Aubin Service Dr	0.02528763	1102		SE - 2
174	SE-726	St Aubin Service Dr	0.03619064	1576		SE - 2
175	SE-727	St Aubin Service Dr	0.03464731	1509		SE - 2
176	SE-728	St Aubin Service Dr	0.05541504	2414		SE - 2
177	SE-729	St Aubin Service Dr	0.19563798	8522		SE - 2
178	SE-730	St Aubin Service Dr	0.07823367	3408		SE - 2
179	SE-731	St Aubin Service Dr	0.07566846	3296		SE - 2
180	SE-732	St Aubin Service Dr	0.10404636	4532		SE - 2
181	SE-733	Packard Rd	0.04413527	1923		SE - 3
182	SE-734	Washtenaw Ave	0.20812417	9066	Yes	SE - 7
183	SE-735	Washtenaw Ave	0.20696128	9015	Yes	SE - 7
184	SE-736	Washtenaw Ave	0.24068546	10484	Yes	SE - 7
185	SE-737	Washtenaw Ave	0.09389954	4090	Yes	SE - 7
186	SE-738	E Eisenhower Pkwy	0.01034090	450.4		SE - 4
187	SE-739	W Eden Ct, Bryant Community Center grounds	0.22763336	9916		SE - 5
188	SE-740	E Eisenhower Pkwy	0.10949964	4770		SE - 3
189	SE-613	S Main St	0.03752994	1635		SE - 4
190	SE-741	E Eisenhower Pkwy	0.09195731	4006		SE - 3
191	SE-744	S Main St at W Oakbrook Dr	0.00928612	404.5		SE - 4
192	SE-742	Ann Arbor-Saline Rd at W Eisenhower Pkwy	0.01063632	463.3		SE - 4
193	SE-743	S Main St	0.19257806	8389		SE - 4
194	SE-745	Esch Ave	0.08123412	3539		SE - 3
195	SE-748	Ailsa Craig Dr	0.03490282	1520		SE - 2
196	SE-746	Esch Ave	0.08775638	3823		SE - 3
197	SE-747	Pine Valley Ct	0.03711509	1617		SE - 3

198	SE-749	Ailsa Craig Ct	0.03185236	1387		SE - 2
199	SE-750	Weeburn Ct	0.04479190	1951		SE - 2
200	SE-751	Ca Canny Ct	0.03969144	1729		SE - 2
201	SE-752	Woebetide Ct	0.04718231	2055		SE - 2
202	SE-753	Goat Fell Ct	0.04124478	1797		SE - 2
203	SE-754	Washtenaw Ave	0.01981811	863.3	Yes	SE - 7
204	SE-755	Washtenaw Ave	0.05640666	2457	Yes	SE - 7
205	SE-756	Washtenaw Ave	0.03686480	1606	Yes	SE - 7
206	SE-757	Washtenaw Ave	0.11529955	5022	Yes	SE - 7
207	SW-801	Eberwhite Blvd	0.03974154	1731		SW - 1
208	SW-802	Woodbridge Blvd	0.05627027	2451		SW - 1
209	SW-803	Eberwhite Blvd	0.00148396	64.64		SW - 1
210	SW-804	Eberwhite Blvd	0.05942283	2588		SW - 1
211	SW-805	Soule Blvd at Lutz Ave	0.01904328	829.5		SW - 1
22	SW-811	W Davis Ave	0.06133036	2672		SW - 1
213	SW-815	Franklin Blvd	0.16011741	6975		SW - 2
214	SW-301	Franklin Blvd	0.04951625	2157		SW - 2
215	SW-302	S Seventh St	0.10379788	4521		SW - 2
216	SW-303	S Seventh St	0.16910538	7366		SW - 2
217	SW-304	S Seventh St	0.09928959	4325		SW - 2
218	SW-306	S Seventh St	0.83731036	36473		SW - 2
219	SW-307	Scio Church Rd	0.16164219	7041		SW - 2
220	SW-308	Scio Church Rd	0.28222552	12294		SW - 2
221	SW-309	Scio Church Rd	0.26088575	11364		SW - 2
222	SW-849	Edgewood Ave	0.02190376	954.1		SW - 2
223	NW-954	Revena Pl	0.02236083	974		NW - 3
224	SE-1035	Signature Blvd south of Eisenhower	0.06129476	2670		SE - 4
225	SE-1041	Yost and Darrow	0.00196003	84.95		SE - 7

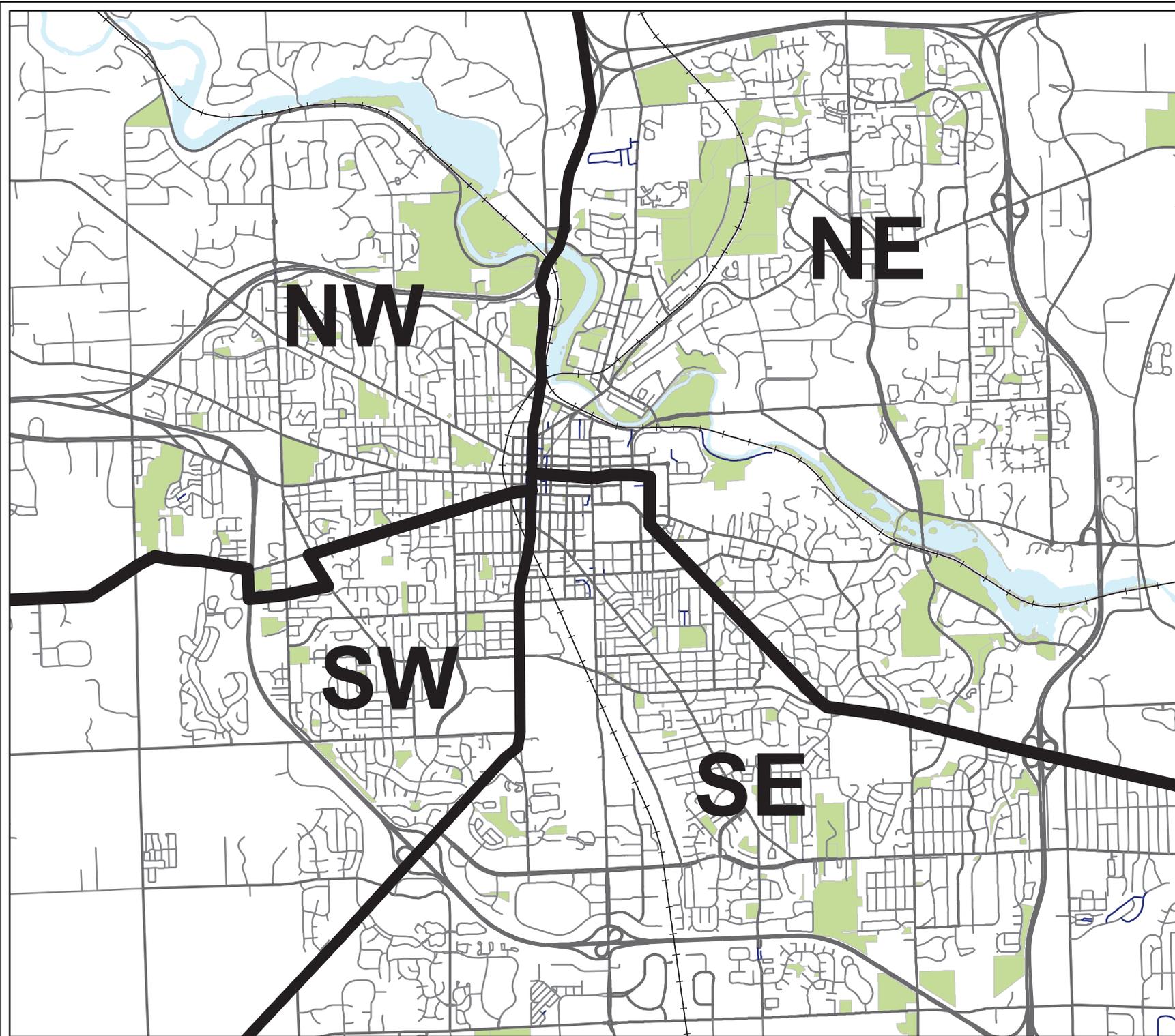
OTHER CITY PROPERTIES

Property Count	Island ID	Location	Acres	Area (sq ft)	Trunkline	Map Section
226	SE-758	1510 E Stadium Blvd	0.77710526	33851		SE - 1
227	NW-952	721 N Main St	4.57310613	199205		NW - 6
228	NW-953	406 N Ashley St	0.37573725	16367		NW - 6
229	SE-759	926 Mary St	0.21272908	9266		SE - 8
230	SE-760	3442 Platt Road/Vacant Lot				SE - 2

PUBLIC WORKS

Property Count	Island ID	Location	Acres	Area (sq ft)	Trunkline	Map Section
231	NW-955	875 S Maple Rd	2.55404876	111254		NW - 5
232	NW-1029	406 Maple Ridge St	.20879485	9095		NW-3
234	NE-957	Washtenaw Bike Path	.28135215	12255		NE - 2
234	NE-958	Washtenaw Bike Path	.76183654	33185		NE - 2
235	NE-959	Washtenaw Bike Path	.26648039	11607		NE - 2
236	NE-960	Washtenaw Bike Path	1.58872719	69204		NE - 2

Traffic
Island
Locations



Traffic Island Locations - Northeast Section

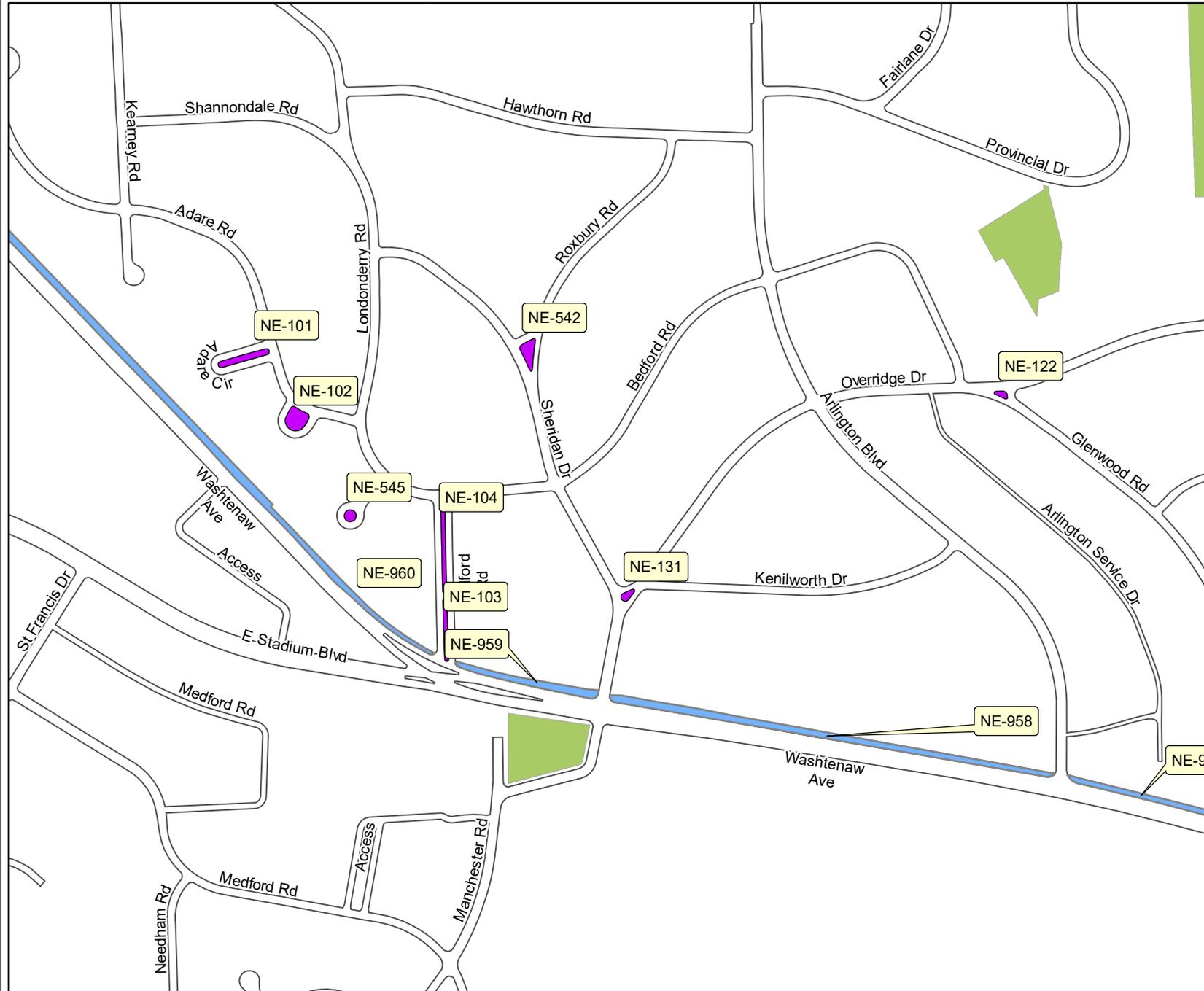
NE - 1



-  Traffic Islands (13)
-  City Parks

Traffic Island Locations - Northeast Section

NE - 2



- Traffic Islands (12)
- Other City Properties (4)
- City Parks

Traffic Island Locations - Northeast Section

NE - 3



-  Traffic Islands (13)
-  City Parks

Traffic Island Locations - Northeast Section

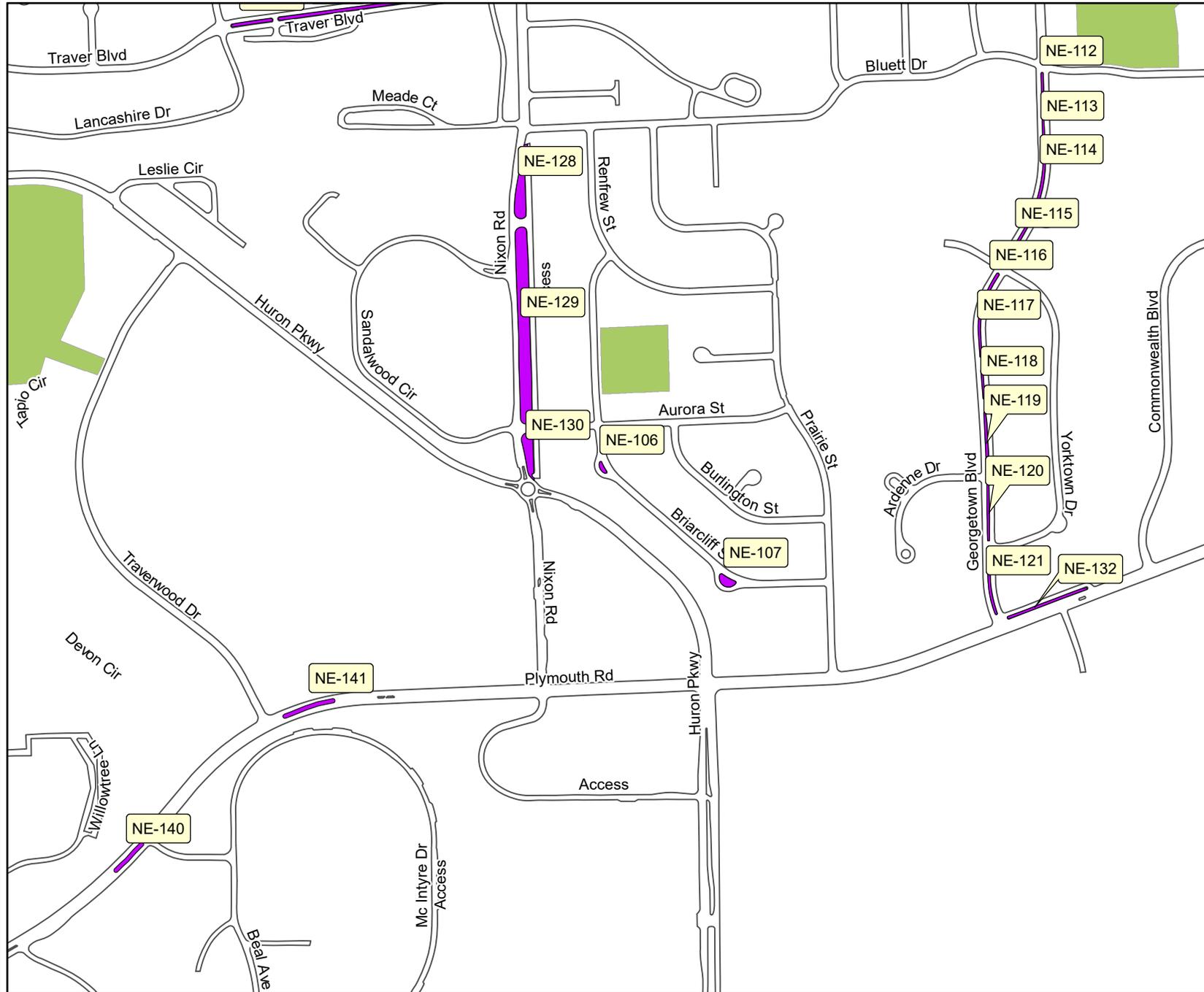
NE - 4



-  Traffic Islands (5)
-  City Parks

Traffic Island Locations - Northeast Section

NE - 5

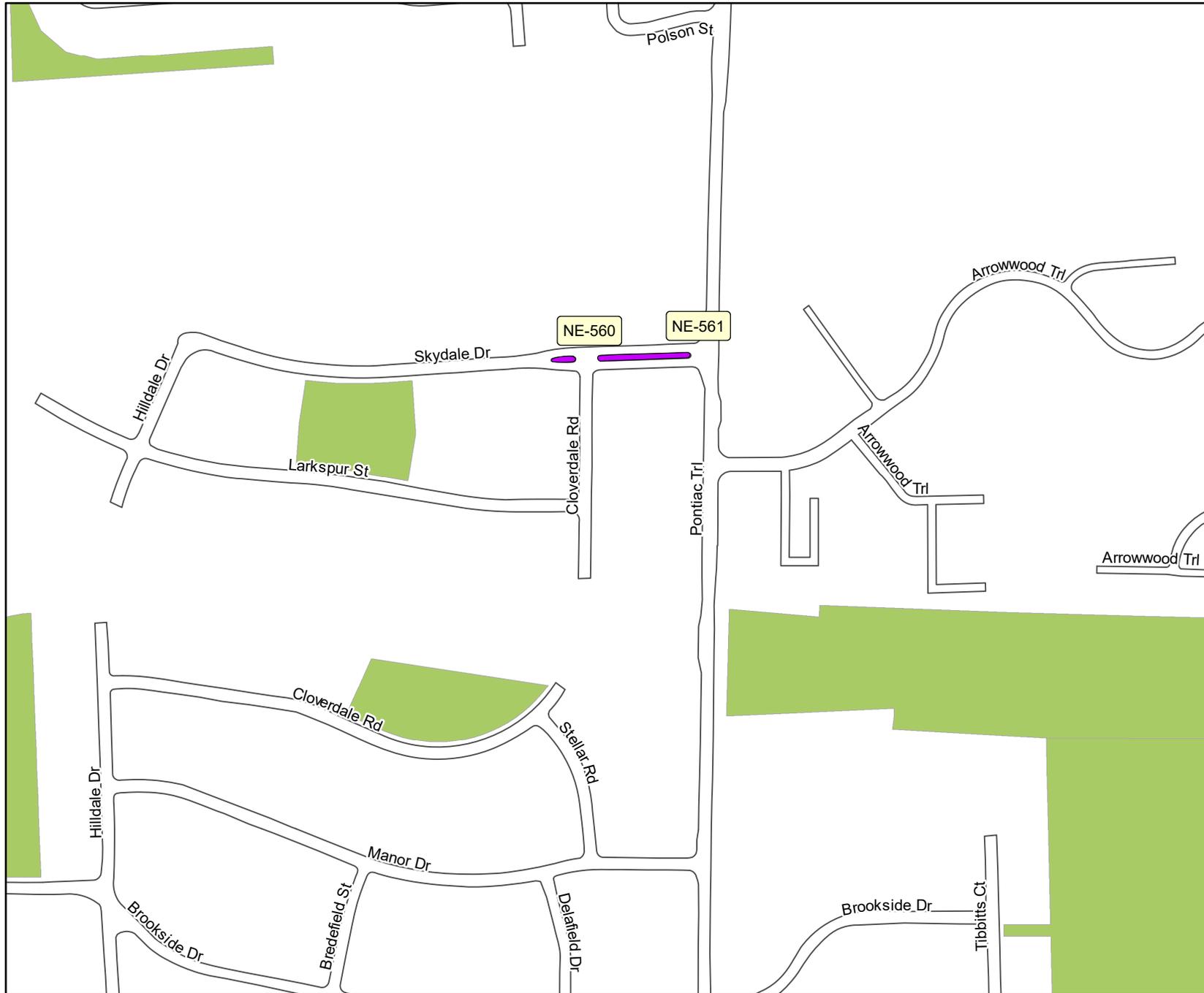


-  Traffic Islands (18)
-  City Parks



Traffic Island Locations - Northeast Section

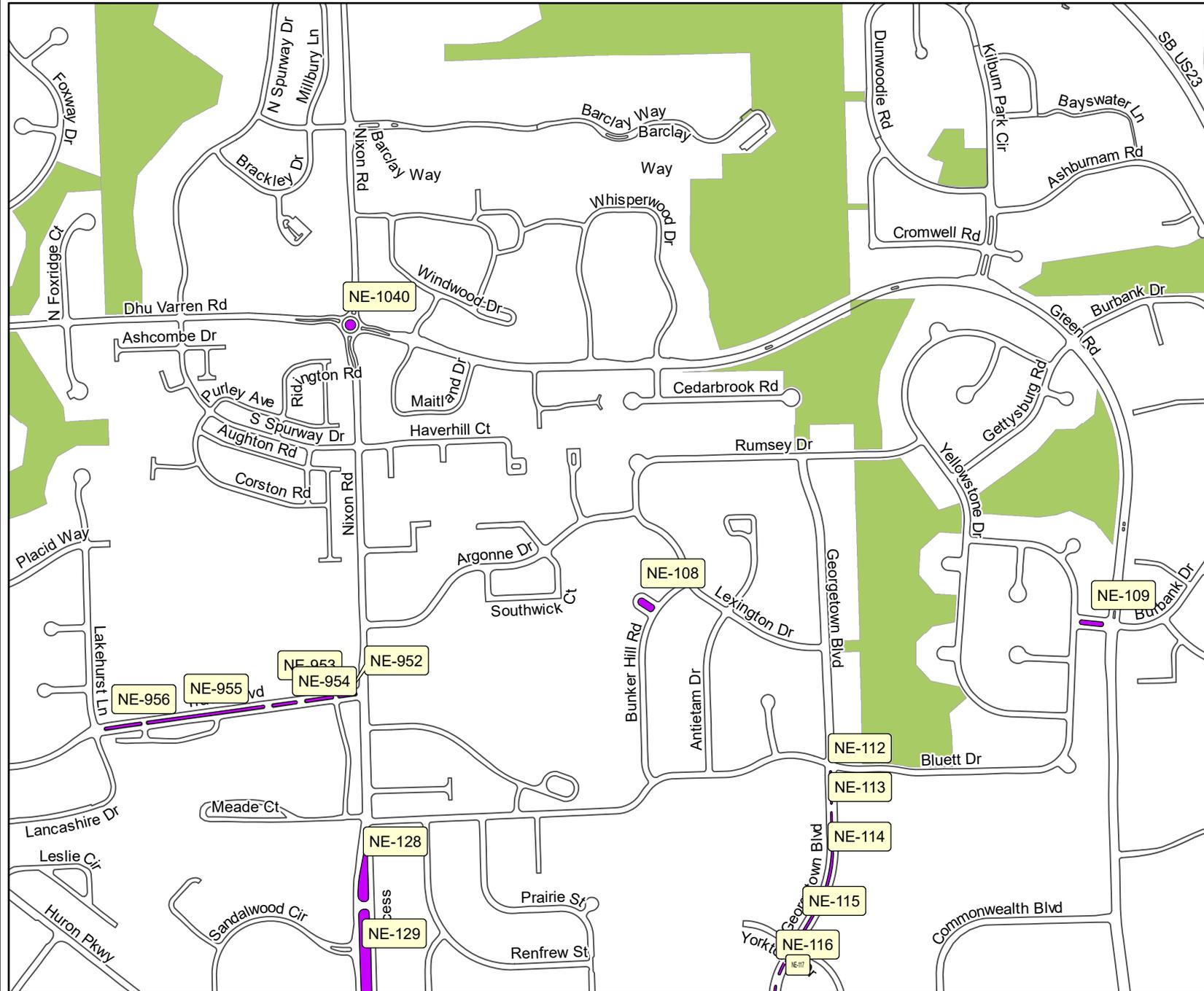
NE - 6



-  Traffic Islands (2)
-  City Parks

Traffic Island Locations - Northeast Section

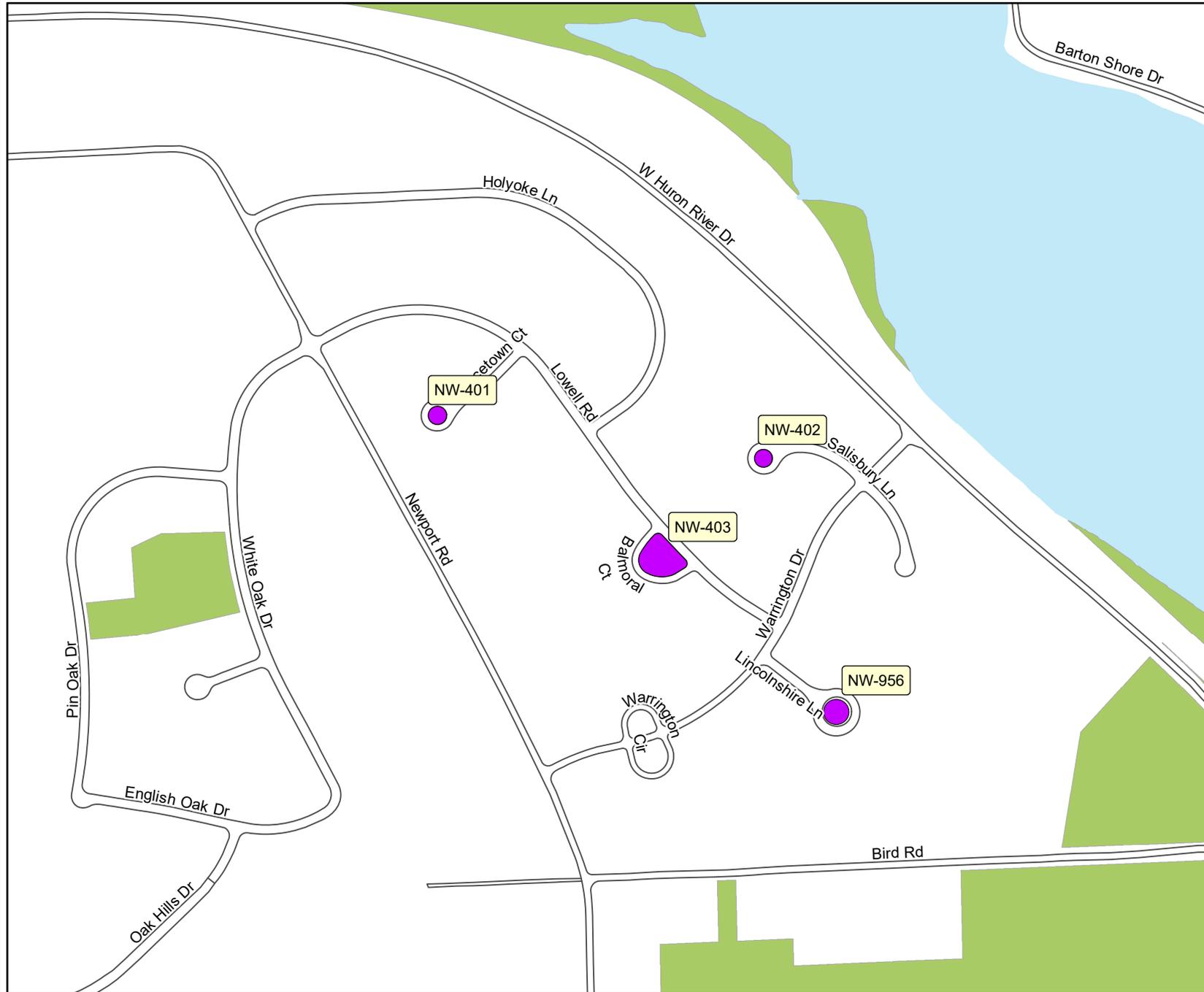
NE - 7



-  Traffic Islands (8)
-  City Parks

Traffic Island Locations - Northwest Section

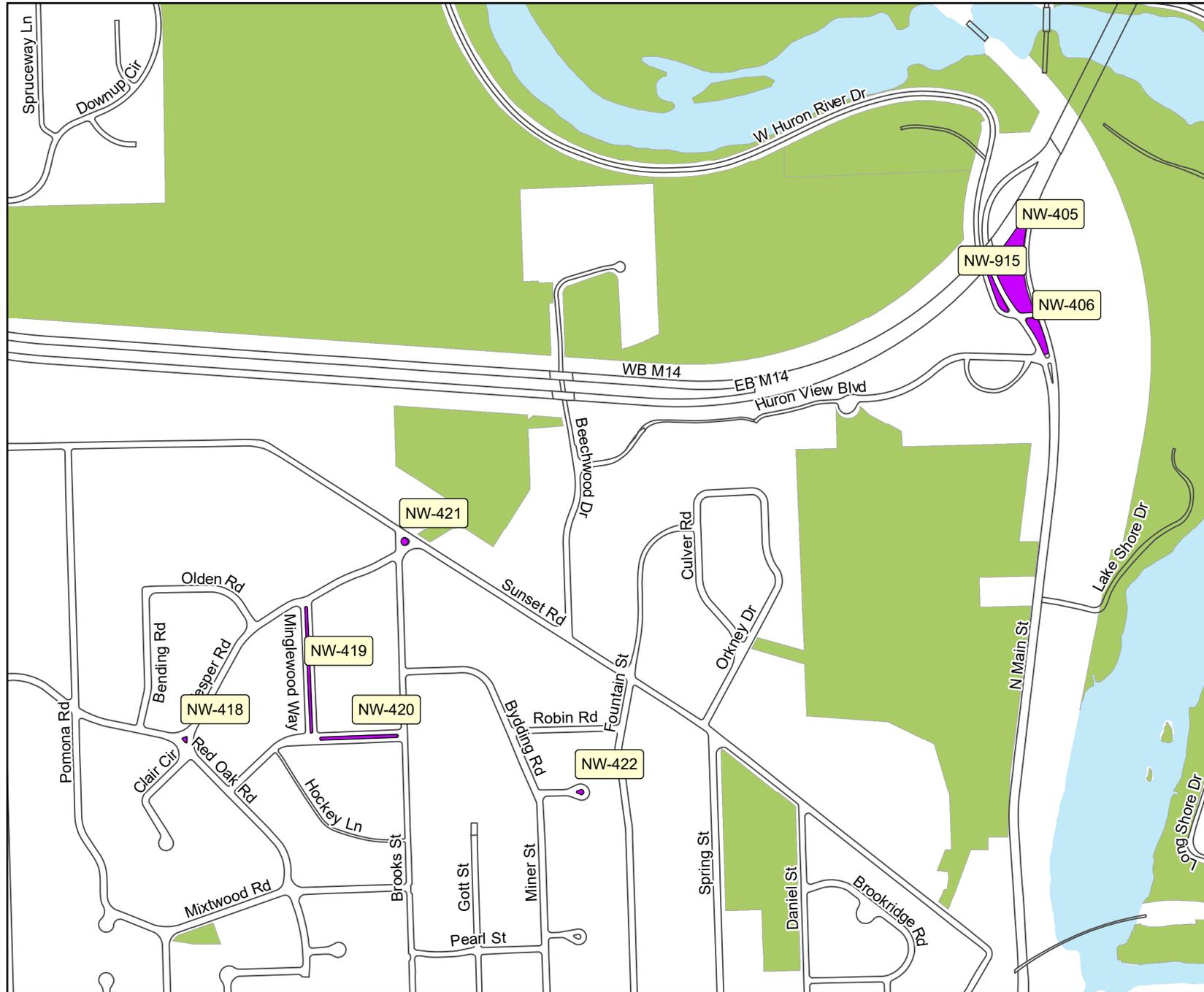
NW - 1



-  Traffic Islands (4)
-  City Parks

Traffic Island Locations - Northwest Section

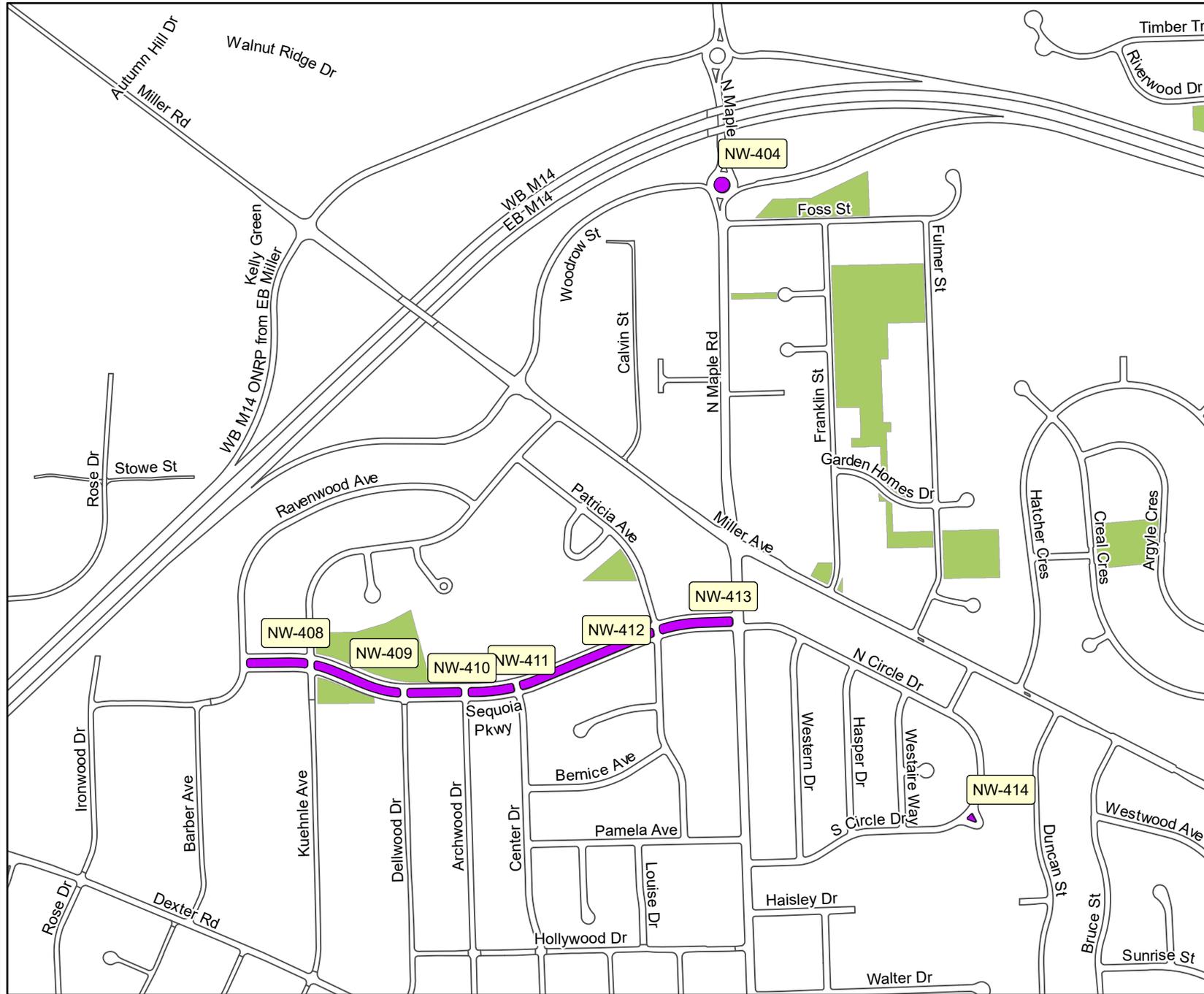
NW - 2



- Traffic Islands (8)
- City Parks

Traffic Island Locations - Northwest Section

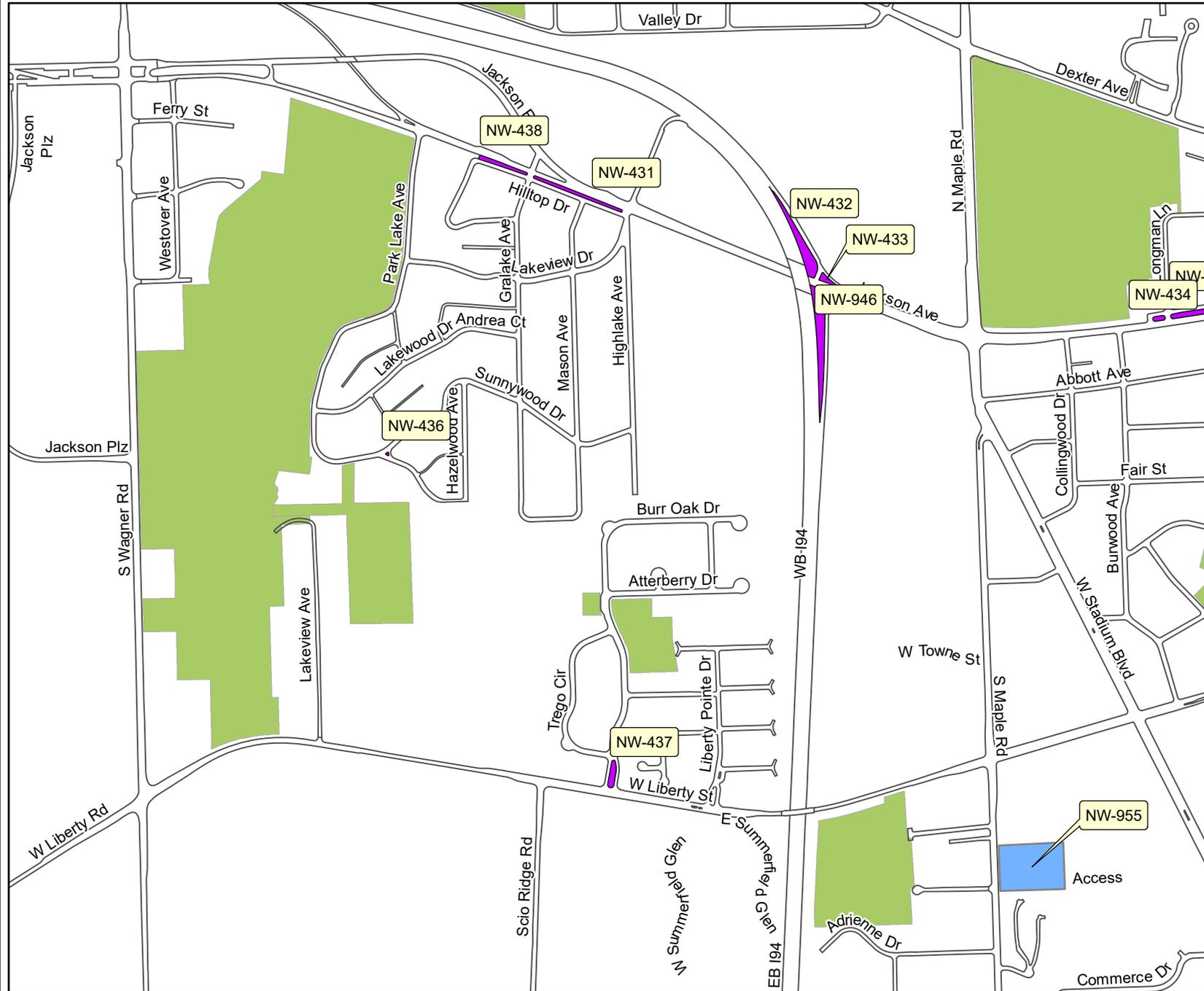
NW - 4



-  Traffic Islands (8)
-  City Parks

Traffic Island Locations - Northwest Section

NW - 5



-  Traffic Islands (10)
-  Other City Properties (1)
-  City Parks

Traffic Island Locations - Northwest Section

NW - 6



-  Traffic Islands (2)
-  Other City Properties (2)
-  City Parks



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Traffic Island Locations - Southeast Section

SE - 1



-  Traffic Islands (7)
-  Other City Properties (2)
-  City Parks

Traffic Island Locations - Southeast Section

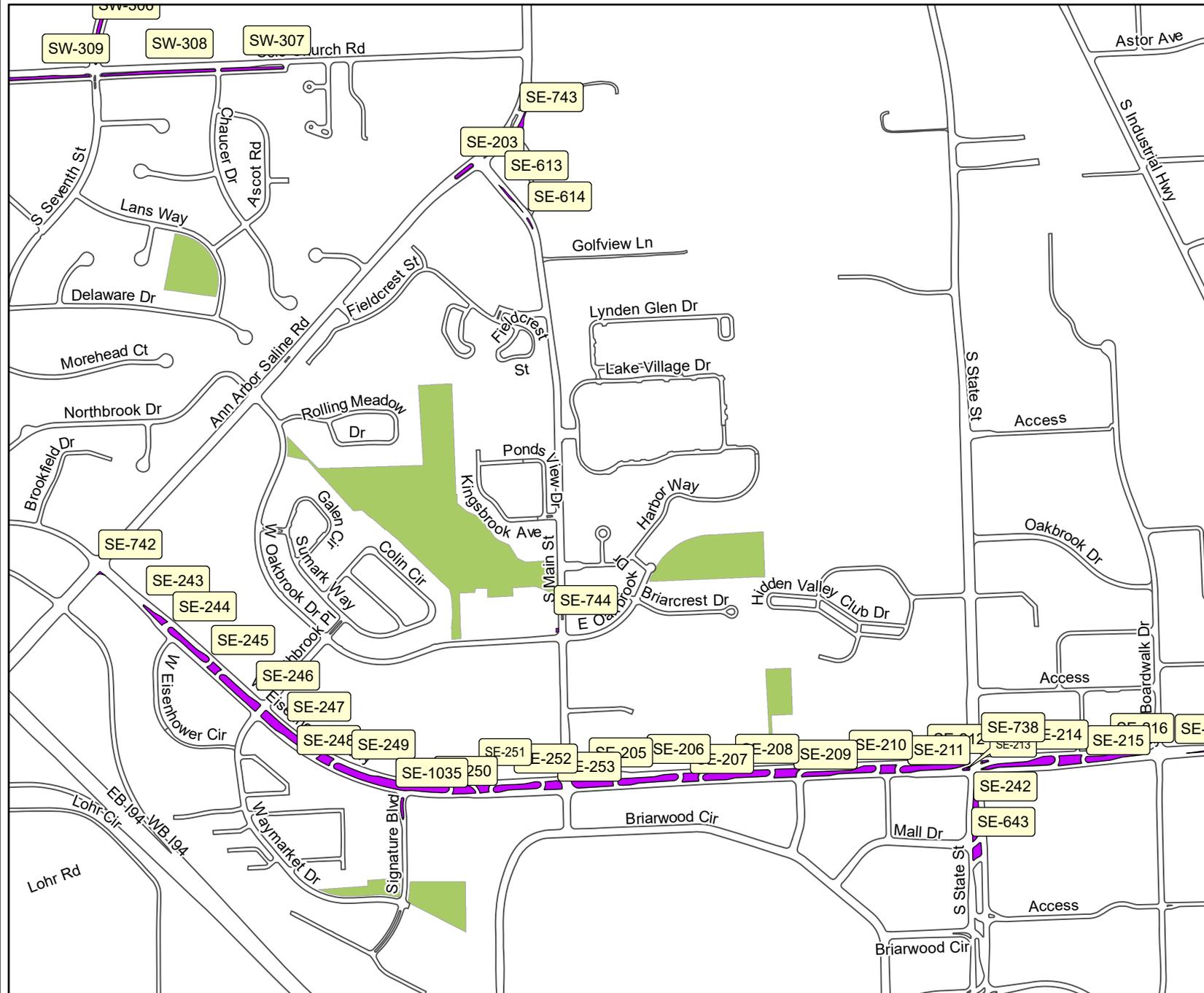
SE - 2



- Traffic Islands (22)
- Other City Properties (1)
- City Parks

Traffic Island Locations - Southeast Section

SE - 4



-  Traffic Islands (35)
-  City Parks

Traffic Island Locations - Southeast Section

SE - 5

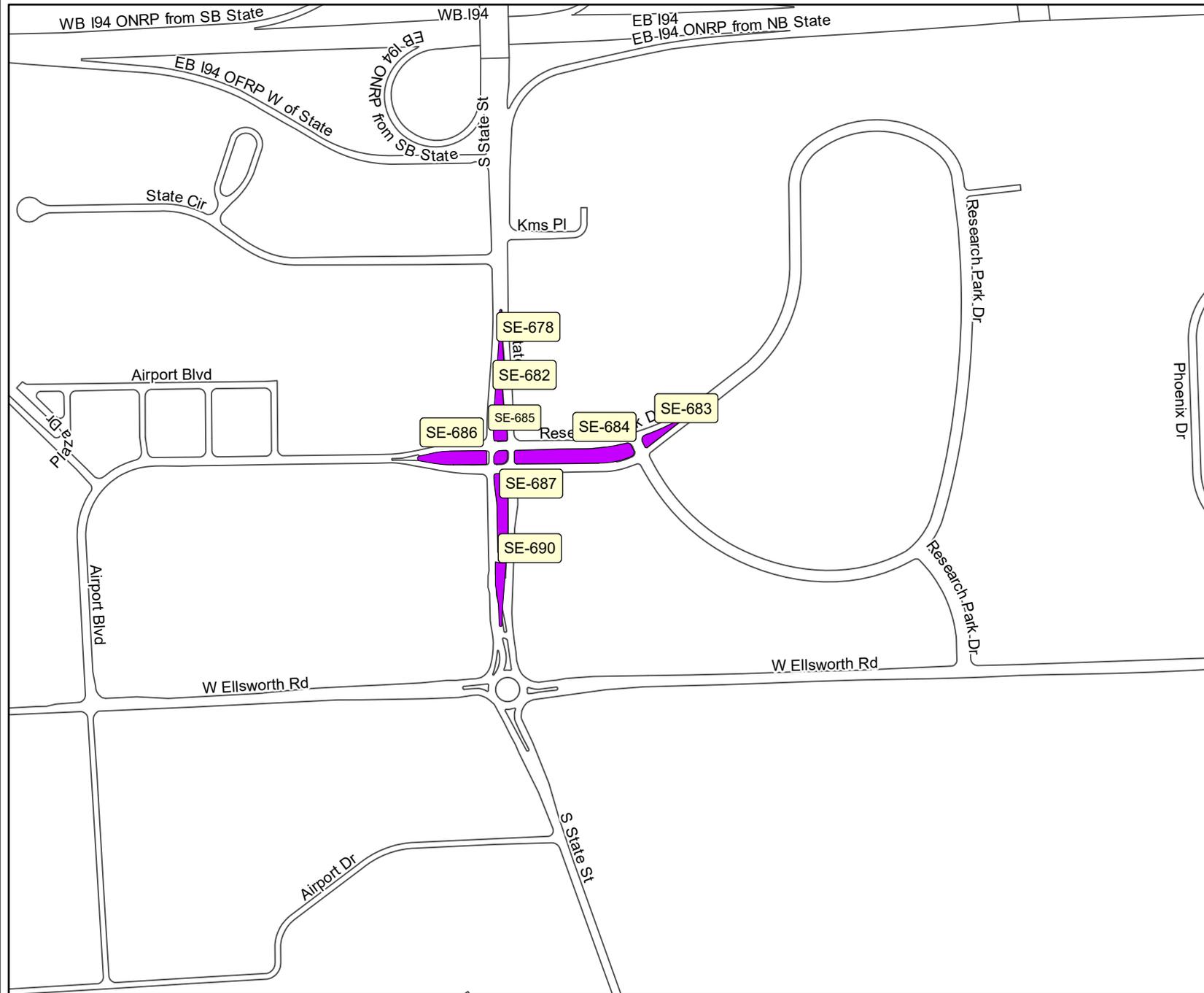


-  Traffic Islands (1)
-  City Parks



Traffic Island Locations - Southeast Section

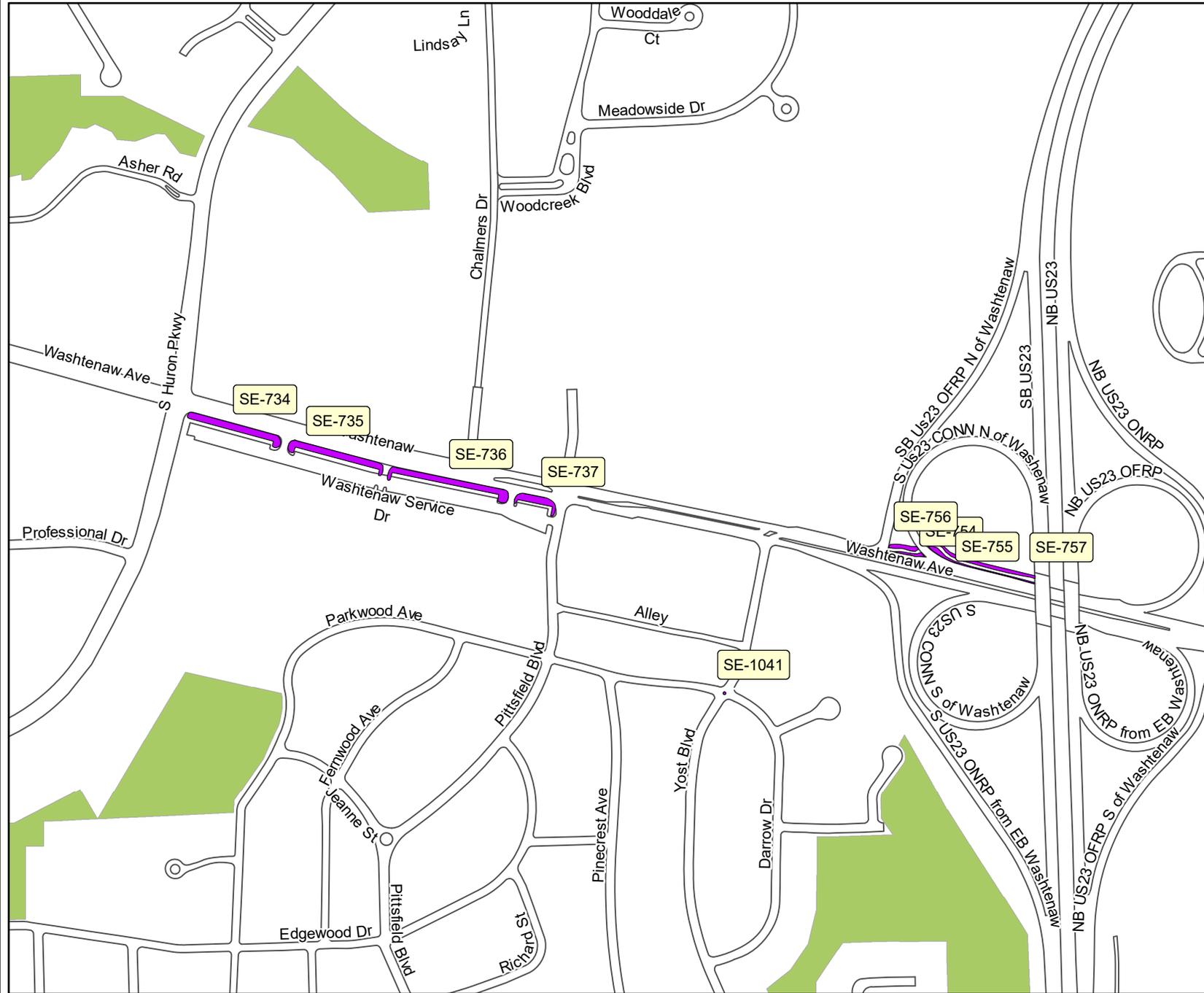
SE - 6



-  Traffic Islands (8)
-  City Parks

Traffic Island Locations - Southeast Section

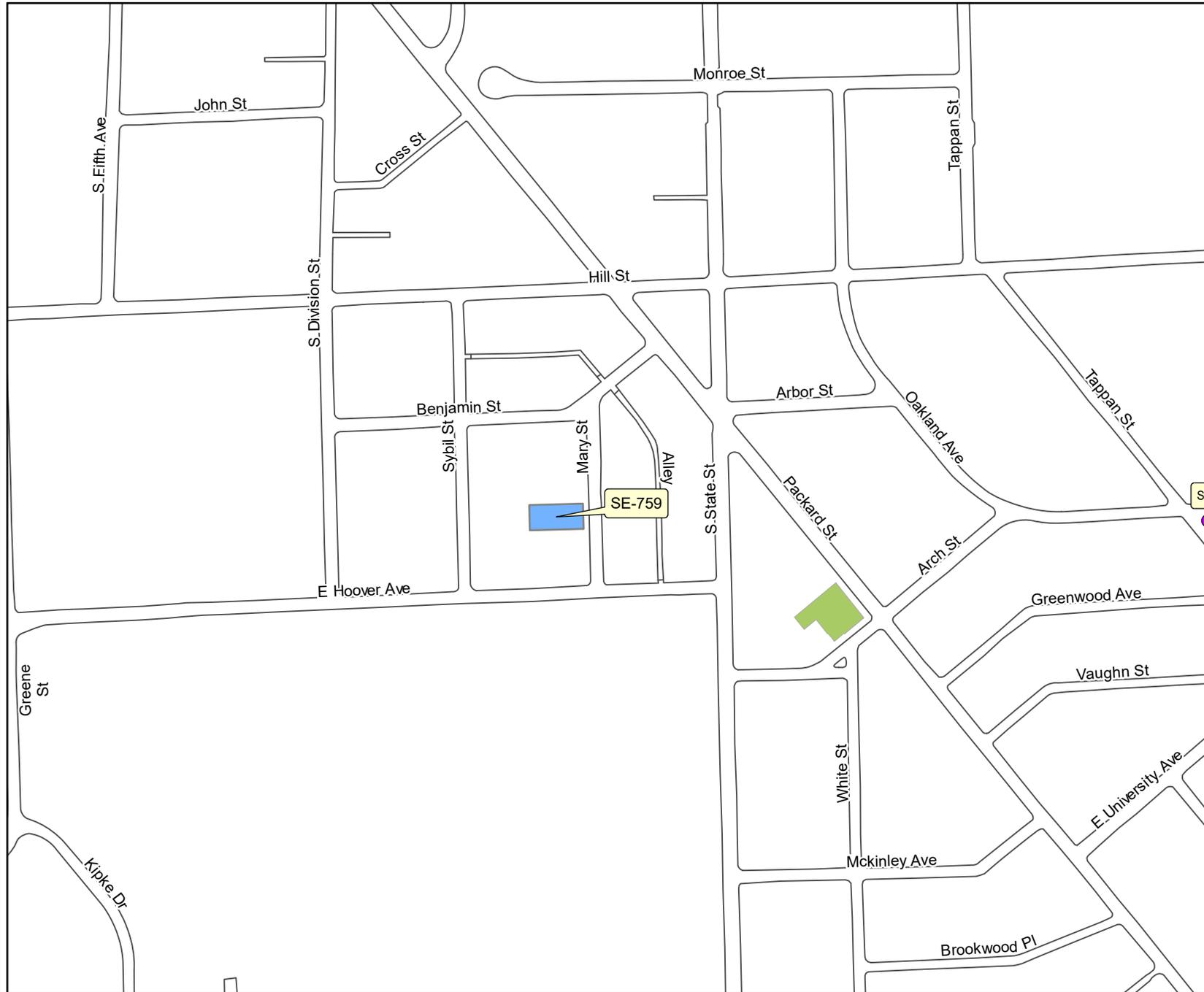
SE - 7



-  Traffic Islands (9)
-  City Parks

Traffic Island Locations - Southeast Section

SE - 8



-  Traffic Islands (1)
-  Other City Properties (1)
-  City Parks

Traffic Island Locations - Southeast Section

SE - 9



-  Traffic Islands (1)
-  Other City Properties (1)
-  City Parks

Traffic Island Locations - Southwest Section

SW - 1



-  Traffic Islands (6)
-  City Parks

Traffic Island Locations - Southwest Section

SW - 2



-  Traffic Islands (10)
-  City Parks