



# Request for Proposal

## RFP 825

### SKATEPARK DESIGN AND CONSTRUCTION OVERSIGHT

Proposal Due Date:  
Friday, May 4, 2012  
10:00 a.m. local time

Prepared by:  
City of Ann Arbor  
Purchasing Unit  
301 E. Huron Street  
Ann Arbor, MI 48107



**REQUEST FOR PROPOSALS FOR  
DESIGN OF A CONCRETE SKATEPARK  
AT VETERANS MEMORIAL PARK**

The City of Ann Arbor is accepting Proposals for consulting services for design of a concrete Skatepark at Veterans Memorial Park in accordance with the terms and conditions of this request.

This RFP contains a detailed set of specifications and requirements for the scope of work required by the successful Bidder. Each Bidder shall be required and expected to meet the RFP specifications and requirements in their entirety, except to the extent exceptions are expressly noted in the Bidder's Proposal and those exceptions are expressly agreed to by the City in writing.

Immediately following, you will find various instructions and requirements for Bidders regarding the submission of a Proposal, the specifications and requirements for the services requested by this RFP.

**CITY OF ANN ARBOR SKATEPARK DESIGN AND CONSTRUCTION OVERSIGHT  
RFP #825**

**GENERAL OVERVIEW**

The purpose of this Request for Proposal is to select a firm or firms to provide professional consulting services for design of a concrete Skatepark at Veterans Memorial Park.

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at 4:00 p.m. on Thursday, April 26, 2012 at Veterans Memorial Park at the site of the proposed skatepark near the corner of Dexter Avenue and Maple Road. Parking will only be available at the parking lot on Maple Road as Dexter Ave. is under construction. In the event of rain, the meeting will be held in the picnic shelter at the south side of the baseball fields. See attached location map. The meeting is not mandatory, however, it is highly recommended that at least one representative from the design team be present.

**INSTRUCTIONS TO BIDDERS**

**A. Proposal Preparation**

Each Bidder shall assume all cost incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

**B. Exceptions to RFP Specifications**

Any exceptions to the terms and conditions contained in this RFP, the form or Contract contained in this RFP or any other special considerations or conditions requested or required by the Bidder **MUST** be specifically enumerated by the Bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions or the RFP for form of Contract cannot be met. The successful Bidder shall be required and expected to meet the specifications and requirements set forth in the RFP and the form of Contract in their entirety, except to the extent exceptions are expressly set forth in the Bidder's Proposal and those exceptions are expressly accepted by the City as part of the award and documented accordingly in the Contract.

**C. Addendum**

If it becomes necessary to revise any part of the RFP, notice of the revision will be posted to MITN [www.mitn.info](http://www.mitn.info) and the City of Ann Arbor [www.a2gov.org](http://www.a2gov.org) purchasing website for all parties to download. Each Bidder must in its Proposal, to avoid any miscommunications, acknowledge all addendums which it

has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addendum 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 addendums.

#### **D. Verbal Representations**

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after Proposals are submitted will not be considered unless they are followed up in writing and signed by both parties.

#### **E. Proposal Withdrawal**

Bidders may withdrawal their proposals, if they desire, anytime before the Due Date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum of sixty (60) days following the Due Date for receipt of Proposals set forth within RFP.

#### **F. 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 Proposal, 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 Proposal 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. See Form in Appendix A.

##### **2. Living Wage**

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, 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. See Form in Appendix B.

### **G. Questions or Clarification on RFP Specifications**

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

All questions must be emailed to [Akuras@A2gov.org](mailto:Akuras@A2gov.org) by the deadline date and time of April 30, 2012 by 11:00 a.m.

### **H. Proposal Submission**

Five copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should be kept to a minimum, with emphasis on the responses to the tasks and specific project examples rather than boiler plate material. Proposal fees should be submitted in a separate sealed envelope at the same time and clearly marked clearly marked: **RFP 825 – Skatepark Design and Construction Oversight**

All Proposals are due and must be delivered to the City on **or before May 4, 2012 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

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

City of Ann Arbor  
Procurement Unit, 5<sup>th</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

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

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

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.

## **General Conditions**

### **A. Reservation of Rights**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Bidders.
4. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
5. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
6. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

### **B. Collusive Bidding**

The Bidder certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, within outside control, collusion, fraud, or otherwise illegal action

### **C. Confidentiality of Proposals**

Proposals and supporting material become the property of the City and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". The Bidders must ensure that suitable

measures will be taken to assure the confidentiality of the City and the City's data.

#### **D. Release of Claims**

Each Bidder, by its submission of its bid releases the City from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.

#### **E. Finality of Decision**

Any decision made by the City, including the Contractor selection, shall be final.

#### **F. Debarment**

Submission of a Proposal in response to this RFP 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.

#### **G. Proposal Quality**

By submission of a Proposal, the Bidder certifies that in connection with this Proposal: a) the fees in the Proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other Bidder or with any competitor; and b) unless otherwise required by law, the fees which have been quoted in the Proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other prospective Bidders or to any competitor; and c) no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition. Any Bidder who cannot make the above certification as stated must furnish a signed statement with the proposal which sets forth in detail the circumstances of the disclosure with the understanding that the Proposal will not be considered unless the issuing office determines that such disclosure was not made for the purpose of restricting competition.

#### **H. Proposal Preparation**

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

## I. Schedule

The City of Ann Arbor may begin utilizing the design and engineering services outlined in the “SCOPE OF SERVICES” outlined elsewhere in this document, and the City Council’s approval of the selected consultant(s) and as early as July, 2012.

Monday, April 16 – release RFP

Thursday, April 26, 2012, 4:00 p.m. – pre-proposal meeting

Monday, April 30, 2012 – last date for questions

Friday, May 4, 2012 10:00 a.m. – proposals due

Week of May 7 and 14 – Review proposals. Committee meets to decide on consultants to be interviewed. Consultants notified week of May 14.

Week of May 29 – interview Consultants

## SCOPE OF SERVICES

### A. Objective

The goal of this project is to have a qualified consultant design, engineer and oversee construction of a custom, site-specific, poured-in-place concrete Skatepark in Veterans Memorial Park. The services desired include design and preparation of plans, specifications and cost estimates for the construction project, construction inspection/observation, contract administration, presentation at public meetings, Planning Commission document preparation and any required permit applications.

### B. Description of the Project

This is a Request for Proposals to create a design, and construction documents, including, but not limited to, construction plans and specifications, and to provide construction oversight in order to enable a qualified contractor to build the project to City requirements and deliverable specifications.

The site allows for an approximately 30,000 square foot Skatepark. The design must include, but not necessarily be limited to, both “street” (e.g. flat surfaces, stairs, rails) and “transitional” elements (e.g. bowls, pools, curved surfaces, halfpipes), lighting and seating, and must accommodate skaters at a range of skill levels, from beginners to advanced. The final plan must meet or exceed all storm water management and other environmental requirements, must complement the current park



landscape, and must preserve the existing trees. Where practical, solar powered lights, drought resistant species, and low maintenance ground covers shall be incorporated into the design, as applicable.

A topographical survey has been completed for most of the project location, but some additional work may need to be done to supplement the information.

The award of the design contract does not preclude the later award of the build contract. In fact we encourage and expect design consultants to respond to the to-be-released build RFP.

C. Consultant Qualifications Required

The consultant must have relevant expertise and experience to qualify to submit a proposal. Minimum qualifications include:

1. A minimum of 10 years experience designing and building or overseeing construction of custom, site-specific, poured-in-place concrete Skateparks. Experience primarily with prefabricated elements and surfaces automatically disqualifies consultants from submitting proposals.
2. Extensive, mutually satisfactory experience working with municipalities, and (optionally) private concerns, designing and building or overseeing construction of custom, site-specific, poured-in-place concrete Skateparks.
3. Experience designing and building or supervising the construction of Skateparks in climates similar to Michigan.
4. Track record of having designed and built or overseen the construction of at least 10 Skateparks of a similar scope and nature that have been in place for a minimum of 10 years.
5. Knowledge and expertise incorporating storm water management elements and/or systems that meet or exceed all Ann Arbor City requirements.
6. A reputation among skateboarders as a reputable Skatepark designer that designs and builds or oversees construction of high-quality, well regarded poured-in-place concrete Skateparks.

## TASKS

### PART I: DESIGN PHASE

A. Initial Design Development

1. Initial meetings to determine scope of work, receive input from staff, Friends of the Ann Arbor Skatepark, and Washtenaw County Parks and Recreation Commission staff.
  - a. Meet with staff and Friends of the Ann Arbor Skatepark members and Washtenaw County Parks and Recreation Commission staff to discuss project direction and any other pertinent information for this project, including site visits to understand site context.
  - b. Provide initial refinement of concept plan and preliminary cost estimates to staff
  - c. Present plan to Park Advisory Commission, Planning Commission and City Council.

B. Plans and Specifications

1. Prepare all documents for Planning Commission Site Plan review. (information is available on submittals on the City of Ann Arbor website [www.a2gov.org](http://www.a2gov.org))
2. Prepare plans and specifications to be incorporated and coordinated with City's front end specifications.
3. Provide detailed cost estimates
4. Meet with City staff, Friends of the Ann Arbor Skatepark and Washtenaw County Parks and Recreation Commission staff to review plans and address questions.
5. Prepare plans in AutoCAD and specifications in MS Word. AutoCAD drawings shall be provided to the City and County on CD or other electronic format. City staff will prepare front end specifications.
6. Provide three paper copies of stamped engineering drawings to the City as well as three review copies for reviewing team use.
7. Prepare information for submittals required for grant from Michigan Natural Resources Trust Fund Grant, and send required engineering drawings information to the State for review.

PART II: CONSTRUCTION PHASE

A. Construction Oversight

1. Hold pre-bid meeting with prospective contractors to outline scope of work and answer questions.
2. Prepare addenda incorporating questions and providing clarifications as needed.
3. Hold preconstruction meeting with contractor and staff.
4. Answer questions concerning project, and coordinate work with contractors.

5. Secure all necessary permits from all approving agencies including but not limited to the City of Ann Arbor, Washtenaw County, and State of Michigan Agencies and will include but will not be limited to building permit and grading permits.
6. Coordinate and supervise testing services. If a separate testing agency needs to be engaged for this project, the consultant shall prepare specifications for quotes.
7. Review and approve shop drawings.
8. Coordinate and attend progress meetings at least bi-weekly, and oversee field construction on a regular basis to assure construction to specifications. Full time inspection will be necessary during concrete forming and pouring. The City will not be performing construction inspections other than those required for permits.
9. Report construction progress through written memos.
10. Review progress payments.
11. Review and recommend claims.
12. Prepare change orders.
13. Prepare final payment.
14. Collect and assemble all warranty information and any specific product information.
15. Prepare and submit reports required as part of grant to MDNR.

**B. As-Built Construction Plans**

Prepare and provide as-built construction plans reflecting actual field measurements and installation. Plans shall be provided in AutoCAD on a CD or other acceptable electronic format to both City and County. PDFs may be provided as well.

**PROPOSAL EVALUATION**

In keeping with the objective, the description, the requirements, and the consultant's tasks as previously indicated in this Request for Proposal, the consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the City, the County, and the Friends of the Ann Arbor Skatepark to fulfill the full scope of the project.

Responses to this RFP will be evaluated using a point system, as shown below. The evaluation will be completed by a selection committee composed of staff from the Parks and Recreation Services Unit, from the Park Advisory Commission, from the Friends of the Ann Arbor Skatepark, and from Washtenaw County Parks and Recreation Commission.

**A. PROFESSIONAL QUALIFICATIONS - 40 points**

1. State the full name and address of your organization and, if applicable, the branch office or other subordinates element that will perform, or assist in performing, the work hereunder. Indicate

whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.

2. Include the number of executive and professional personnel by skill and qualification that will be employed in work on this project. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of projects. Identify individuals who will do the work under this RFP by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.
3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

**B. PAST INVOLVEMENT WITH SIMILAR PROJECTS - 45 points**

1. The written proposal must include a list of specific experience in the project area listed as examples in the Scope of Services section and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the projects. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.
2. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

**C. FEE SCHEDULE - 15 points**

1. Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include the names, title, hourly rates, and overhead factors. The consultants selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

2. The total fee proposal may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. The Professional Services Agreement is included in Section IV of this RFP.
3. Fee proposals will only be opened for the firms that are going to be interviewed. Unopened fee proposals will be returned to those who were not selected to be interviewed, after the completion of the selection process.

**D. AUTHORIZED NEGOTIATOR**

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

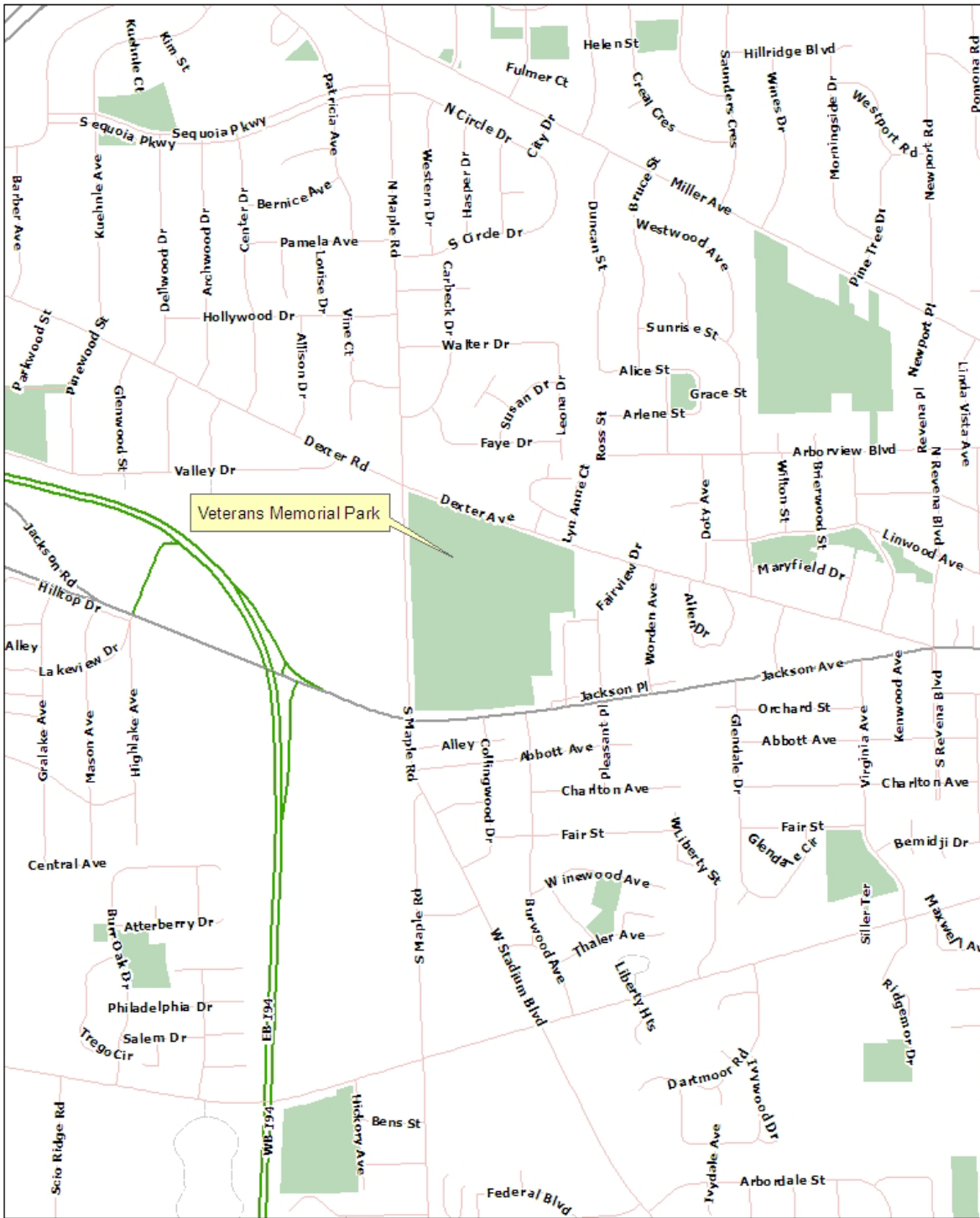
**E. INTERVIEW**

1. The consultant selection committee will evaluate each proposal by the above-described criteria to select the firms to be interviewed. After firms have been selected, the committee will re-evaluate based upon knowledge of the fee proposals for the selected firms. The committee may contact references to verify material submitted by the proposers.
2. The selection committee will then schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their proposals, qualifications, past experience and their fee proposal. The interviews may include up to one-half hour of presentation by the consultants, followed by approximately one-half hour of questions and answers. The consultant's interview committee shall consist of no more than five representatives of the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews.
3. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract, if suitable proposals are received.
4. The City reserves the right to not consider any proposal, which is determined to be unresponsive and deficient in any of the information requested for evaluation.

5. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

**E. MAP OF PROJECT LOCATION**

Below is a location map showing the facility to be included with this project, as well as an aerial photo of the site.



Veterans Memorial Park Location Map



# Veterans Memorial Park -Location Map-



 Railroads  
 Parcel Property



City of Ann Arbor Map Disclaimer:  
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 Map Created: 4/11/2012



**APPENDIX A  
CITY OF ANN ARBOR  
FAIR EMPLOYMENT PRACTICE**

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
  - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the

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

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

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- \_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Date
Type or Print Name and Title	Phone (area code)
	Email address

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

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013**

**\$12.17 per hour**

If the employer provides health care benefits\*

**\$13.57 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.

**For Additional Information or to File a Complaint Contact:**

**Linda Newton, Procurement Officer  
734/794-6576 or [Lnewton@a2gov.org](mailto:Lnewton@a2gov.org)**

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

SECTION IV

AGREEMENT BETWEEN  
WALLY HOLLYDAY SKATEPARKS  
AND  
CITY OF ANN ARBOR  
FOR  
PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and Wally Hollyday Skateparks, a Sole Proprietorship, with its address at 50 Dawn Lane, Aliso Viejo, CA 92656 ("Consultant"), agree as follows:

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

DEFINITIONS

- A. Administering Service Area/Unit means Parks and Recreation Services Unit.
- B. Contract Administrator means Sumedh Bahl, Community Services Area Administrator or whomever the Contract Administrator may from time to time designate.
- C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
- D. Project means **Skatepark Design and Construction Oversight, RFP 825**.

DURATION

This agreement shall become effective on \_\_\_\_\_, 2012, and shall remain in effect until satisfactory project completion from the effective date unless terminated as provided for in this agreement.

SERVICES

- A. The Consultant agrees to provide professional Skatepark Design and Construction Oversight services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
- B. Quality of Services under this agreement shall be of the level of professional quality

performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant shall perform its Services for the Project in compliance with all applicable laws, ordinances and regulations. Unless otherwise noted, the Consultant shall perform its Services in accordance with the City's Public Services Area Standard Specifications.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable Deliverables received. The total fee to be paid to the Consultant for the Services shall not exceed \$ 89,560.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
  - 1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.

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

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

3. Commercial General Liability Insurance" equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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

B. Insurance required under V.A.3 and V.A.4 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above-mentioned policies. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the

following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A". Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

## COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify



compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$12.17 an hour for a covered employer that provides employee health care to its employees and \$13.57 an hour for a covered employer that does not provide health care to its employees.

#### WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

#### TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- B. The City may terminate this agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

#### OBLIGATIONS OF THE CITY

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

## ASSIGNMENT

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

## NOTICE

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

## CHOICE OF LAW

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

## CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this agreement.

## 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.

**EXTENT OF AGREEMENT**

This agreement represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and, at the option of the City, be delivered to, the City. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

**For Consultant  
Wally Hollyday Skateparks**

By \_\_\_\_\_  
Wally Hollyday

Its Owner

**Approved as to form and content**

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

**For City of Ann Arbor**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

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

By \_\_\_\_\_  
Sumedh Bahl, Community Services Area Administrator

