

INVITATION TO BID

ITB #4224

Building Demolition



Due Date: May 15, by 10:00 a.m.

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48107

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR, MICHIGAN

ITB# 4224

Sealed Bids will be received by the Procurement Unit, Fifth (5th) Floor, Guy Larcom Building, on or before May 15, **by 10:00 a.m.** for demolition services on various buildings within the City of Ann Arbor. Bids will be publicly opened and read aloud at this time.

Work to be done includes the demolition of buildings, concrete and fencing and all other related work as described within the ITB. The City of Ann Arbor will assign demolition of buildings on a rotating basis to each successful bidder. Contractors will be required to honor their bid prices for a period of one (1) year with an option to extend one (1) additional year based on the City's discretion.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Procurement Unit, (734) 794-6576.

CITY OF ANN ARBOR, MICHIGAN

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the demolition of various buildings on an on-call basis within the City of Ann Arbor. The City of Ann Arbor will assign demolition of buildings on a rotating basis to each successful bidder.

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

Term

The City of Ann Arbor is soliciting one (1) year contract with an option to extend one (1) additional year at the City's discretion.

Preparation of Bids

Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

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

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before May 11, 2012, by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to Ralph Welton, Chief Development Official at: Rwelton@a2gov.org.

Bid Process and HR Compliance questions emailed to Linda Newton, Procurement Officer at: Lnewton@a2gov.org.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda

shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before May 15, 2012 at 10:00 a.m. 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 4224 – Building Demolition. Bids must be addressed and delivered to:**

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

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

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Purchase Order to the lowest responsible Bidder. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder. The City reserves the right to award to more than one vendor.

NOTE: Previous experience and performance will be a factor in making the award.

NOTE: If cost exceeds \$10,000.00 award will require Human Rights approval and if it exceeds \$25,000.00 it will require City Council approval

Official Documents

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

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Errors, Omissions, Discrepancies

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 45 days.

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying trucks similar to the vehicles specified.

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 supply vehicles following the specification included herein for the amounts set forth in the Bid Forms.

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.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS _____ DAY OF _____, 201__.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

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.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

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

General Terms and Conditions

Overview

It is the intention of the City of Ann Arbor to retain two or more contractors for demolition of structures on an as-needed basis. The City of Ann Arbor will assign demolition of buildings on a rotating basis to each successful bidder. Contractors will be required to honor their bid prices for a period of one year and through the optional one (1) year extend.

Invoices

All contractors will be required to submit invoices for payment. No payments will be remitted until final inspections have been approved and permits closed. No additional demolition projects will be awarded until outstanding permits have been closed. The City of Ann Arbor reserves the right to determine building volume, linear footage, and square footage on any given project.

Work Commencement

When a project is awarded to a contractor, work must commence within ten (10) days and be completed within twenty-five (25) days. When a contractor is unable to accept an assigned demolition project, the award will be passed on to the next contractor and the passed over contractor will return to the rotation.

Termination

Inability to accept a demolition assignment shall not be a sole reason for terminating that contractor's agreement with the City. However, the City of Ann Arbor reserves the right to terminate a contract at any time for infractions such as, but not restricted to, habitual overcharging, illegal dumping, failure to remove foundations prior to backfill, sub-par clean-up, grading, and seeding, failure to request inspections, and poor performance reviews.

Human Rights Compliance

A. Compliance Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this 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 C.

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 D.

Debarment

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

Disclosures

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

Bid Protest

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

Failure to Fulfill Guarantee

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Insurance

The Vendor has ten (10) days after award notice to provide the City with their insurance documentation. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by Michigan Law.
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
3. Motor Vehicle Liability, including Michigan No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

Certificates showing the Contractor has the required insurance shall be filed with the Procurement Division before any services are performed. Certificates shall provide not less than 30 days prior written notice to the Administering Department cancellation, non-renewal, reduction in the amount of insurance or material change of terms of the policy. The certificate for the insurance shall name the City as an additional insured party and provide for notice to the Administering Department during the term of this contract for any action taken in accordance with this provision. If any of the above coverage expires by their terms during the term of this Contract, the Contractor shall deliver renewal certificates and/or policies to the Administering department at least ten days prior to the expiration date. The insurer must be satisfactory to the City attorney.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

Choice of Law

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

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

Termination for Cause

In the event the Vendor fails, at any time, to comply with, fully perform strictly adhere to any covenant, condition or representation contained within the Contract, all requirements contained within the ITB and the Vendor's Proposal, whether it be performed by the Vendor, its agents, or employees, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of receipt of such notice the City shall have the right to terminate immediately without the requirement of a further notice.

Termination for Convenience

Notwithstanding the above, the City, on at least thirty (30) days advance notice to the Vendor, may terminate the contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for services actually performed under the Contract before the termination date.

Termination for Non Appropriations

In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to City thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

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.

SPECIFICATIONS

Instructions for determining demolition bids

In an effort to avoid the administrative cost of soliciting specific bids for each grouping of approved demolitions, the City of Ann Arbor is requesting that all interested candidates submit proposals for the generic specifications outlined below. Considering that all demolition projects present unique circumstances and costs, the base bids accepted will be adjusted incrementally to address the specifics of each job site. The generic specifications are as follows:

1. STRUCTURE DEMOLITION BY VOLUME.

For purposes of competitive bidding, the following criteria will be considered:

- Standard wood-framed house with aluminum, vinyl, wood panel, or transite siding.
- Asphalt or fiberglass shingles on ¾" sheathing or roof boards.
- Block or poured concrete basement walls not exceeding eight inches (8") in thickness.
- Consider the structure and lot to be vacant and free of debris, furniture, etc.
- Include the cost of capping the water and sewer lead at the property line.
- Do not include the cost of gas & electrical cut-offs.
- Include the cost of seeding & mulching the empty lot.
- Include the cost of proper removal and disposal of demolition debris.

Formula -- Multiply the square footage of each story by the ceiling height of each story (including basements). Cubic footage of the attic is determined by multiplying the square footage by the gable height, then dividing by two (same formula for accessory structures).

2. DRIVEWAY, APPROACH, AND FLATWORK REMOVAL

Please price the following per square foot.

- Price for removal and disposal of all flatwork (driveways & patios).
- Price for removal and disposal of slab-on-grade foundations (include footings) per square foot.

3. FENCES

Cyclone or privacy fencing (wood or vinyl) under six feet (6') tall (per linear foot).

DEMOLITION SPECIFICATIONS:

Contractors:

- Contractors must be licensed by the State of Michigan as either a Residential Builder or a Residential Maintenance and Alteration Contractor with a Wrecking Endorsement.
- The Contractor must provide the City with their insurance documentation. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage stated within the ITB terms and conditions insurance section.
- Contractors cannot utilize sub-contractors without pre-approval from the City.
- Demolition permits must be obtained for each site awarded by the City.

Sites:

- All structures on site are to be demolished on site unless otherwise directed by the Building Official.
- All non-boundary fencing is to be removed unless otherwise directed by the Building Official.
- All footings and foundations are to be removed.
- All flatwork, including drive approaches, are to be removed.
- All sewer lines are to be capped at the property line.
- All “open holes” and sewer caps are to be inspected prior to backfill.
- Backfills are to consist of clean fill dirt and four inches (4”) of topsoil. Site should be left without depressions.
- All sites to be seeded and mulched.
- Contractor shall warrantee against excessive settlement for a period of six months.
- Adjacent property, including but not limited to buildings, trees, sidewalks, street lights, utility poles and wires, shall be protected against damage from demolition work. Any damage incurred shall be made whole at the expense of the contractor.
- Right of Way permits must be obtained if public property is to be blocked off during demolition.

Materials:

- All building material is the property of the contractor to be disposed of or salvaged. Salvage operations shall not constitute a legitimate delay of completion.
- Personal property on the premises which is not permanently attached to the building or customarily associated with such a building when sold, shall be delivered to the City. Status determination is the responsibility of the Building Official.
- All unsalvageable demolition material is to be disposed of in licensed disposal sites per State of Michigan law. Dump tickets or other proof of disposal must be produced upon request.

BID FORM

Vendor Name _____

Please read bid instructions carefully

- **STRUCTURE DEMOLITION BY VOLUME**

\$ _____ PER CUBIC FOOT

- **DRIVEWAY, APPROACH, AND FLATWORK REMOVAL**

\$ _____ PER SQUARE FOOT (4")

\$ _____ PER SQUARE FOOT (6")

\$ _____ PER SQUARE FOOT (SLAB ON GRADE, INCLUDING FOOTING)

- **FENCES**

\$ _____ PER LINEAR FOOT

The following list of items will be invoiced on a case by case basis through a percentage formula to be issued to awardees. This list is comprehensive, but is not all inclusive.

- Basement walls thicker than eight inches (8")
- Brick veneer
- Brick or block construction.
- Slate, crock, or gravel roofs.
- Furniture and debris inside or outside house
- Dead trees on site
- Flatwork thicker than six inches (6")
- Masonry walls
- Sheds
- Asbestos

Qualifications – Required with Bid Submittal

1. Provide a copy of State of Michigan issued license number for either a Residential Builder or a Residential Maintenance and Alteration Contractor with a Wrecking Endorsement.

**BID FORM
PAGE 2**

2. Provide a copy of Insurance Acord. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage stated within the ITB terms and conditions insurance section.

3. Provide a list of company equipment available for demolition projects.

4. Provide at least three references.

Company Name	Contact	Contact Phone #
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APPENDIX A

FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

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

- (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

APPENDIX B – LIVING WAGE FORMS

**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

Phone (area code)

Type or Print Name and Title

Email address

Questions about this form? Contact:
Procurement Unit at: 734/794-6576

LW-2

CITY OF ANN ARBOR

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.

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

APPENDIX C - CONTRACT COMPLIANCE FORMS

**City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS**

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

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

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6576

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

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address (Street address) _____ (City) _____ (State) _____ (Zip) _____ Phone # _____ (Area Code) _____
 Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

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

Questions about this form? Call (734)794-6576

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE

CONTRACT COMPLIANCE FORM

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

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____

EMPLOYMENT DATA

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

Questions about this form? Call 734-794-6576