

ANN ARBOR HOUSING COMMISSION  
INVITATION TO BID



1508 Broadway Renovation

ITB No. 1508 Broadway 2018

Due Date: 12/14/2018 3 PM (Local Time)

Ann Arbor Housing Commission  
Administering Service Area/Unit

Issued By:

Ann Arbor Housing Commission  
2000 S Industrial Hwy  
Ann Arbor, MI 48104

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## ATTACHMENTS

- 1) *Contractor Affidavit*
- 2) *Contractor Certification of Asbestos-Free Product Installation*
- 3) *City of Ann Arbor Living Wage Forms*
- 4) *City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- 5) *City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on **Tuesday, 11/13/2018 at 10am at 727 Miller, Ann Arbor MI – please use front door closest to the bus stop to check in with front desk.**

A **mandatory** pre-bid conference for this project will be held on **11/13/2018 at 10am at 727 Miller Ann Arbor, MI. Failure to attend the meeting and sign the ITB No. 1508 Broadway 2018 sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. A site walk-thru will follow the meeting at Miller.** Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

# INSTRUCTIONS TO BIDDERS

## General

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

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

## Preparation of Bids

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

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

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

## Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before **12/1/2018** and should be addressed as follows:

Specification/Scope of Work questions emailed to **tolivier@a2gov.org**  
Bid Process and Compliance questions emailed to **jhall@a2gov.org**

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

## Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://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 Ann Arbor Housing Commission 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 Ann Arbor Housing Commission on or before **12/14/2018 3PM EST**. 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 in a sealed envelope clearly marked: **ITB No. 1508 Broadway 2018**.

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

Ann Arbor Housing Commission  
c/o Jennifer Hall  
2000 S Industrial Hwy  
Ann Arbor, MI 48104

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

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

- **Invitation to Bid**
- **Legal Status of Bidder**
- **Bid Form 1 – Schedule of Prices**
- **Bid Form 2 – Material, Equipment, and Environmental Alternatives**
- **Bid Form 3 – Time Alternate**
- **Bid Form 4 – Major Subcontractors**
- **Bid Form 5 - References**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **Contractor Certification of Asbestos-Free Product Installation**

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

Hand delivered bids will be date/time stamped/signed by the Procurement Unit 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, excluding Holidays. The Ann Arbor Housing Commission will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

## Award

The Ann Arbor Housing Commission intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The Ann Arbor Housing Commission may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a

single Bidder, so that the lowest total cost is achieved for the Ann Arbor Housing Commission. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the Ann Arbor Housing Commission. If the Ann Arbor Housing Commission determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the Ann Arbor Housing Commission, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the Ann Arbor Housing Commission will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the Ann Arbor Housing Commission.

## Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 30 days

## Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, first paragraph of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## Liquidated Damages

A liquidated damages clause, as given on page C-13, Article 11.17.1 of the Contract, provides that the Contractor shall pay the Ann Arbor Housing Commission as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the Ann Arbor Housing Commission shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## Human Rights Information

All contractors proposing to do business with the Ann Arbor Housing Commission shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract.

Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the Ann Arbor Housing Commission.

## Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of a "living wage" to employees providing service to the Ann Arbor Housing Commission under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

## Conflict Of Interest Disclosure

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

## Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the Ann Arbor Housing Commission.

## 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 Ann Arbor Housing Commission will be notified of any changes in this status.

## Disclosures

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

## Bid Protest

All Bid protests must be in writing and filed with the Ann Arbor Housing Commission within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. The protest shall be reviewed by the Ann Arbor Housing Commission Administrator or designee whose decision shall be final.

*Any inquiries or requests regarding this procurement should be only submitted in writing to the*

*Designated Ann Arbor Housing Commission Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated Ann Arbor Housing Commission Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

## Cost Liability

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

## Reservation of Rights

The Ann Arbor Housing Commission 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 Ann Arbor Housing Commission.

## Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://www.a2gov.org/idlefree).

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

## Environmental Commitment

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

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

# INVITATION TO BID

Ann Arbor Housing Commission  
2000 S Industrial Hwy  
Ann Arbor, MI 48104

Ladies and Gentlemen:

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

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the Ann Arbor Housing Commission under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

In submitting this Bid, it is understood that the right is reserved by the Ann Arbor Housing Commission 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 Ann Arbor Housing Commission believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

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

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

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

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

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

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 201\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_



# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the Ann Arbor Housing Commission, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the Ann Arbor Housing Commission strongly encourages bidders to provide recent examples of product testing and previous successful use for the Ann Arbor Housing Commission to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in first paragraph of Contract, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_



**SAMPLE STANDARD CONTRACT  
CONTRACT  
BETWEEN  
Ann Arbor Housing Commission  
AND  
X Contracting  
INTRODUCTION**

**This contract by and between \_\_\_\_\_ and \_\_\_\_\_. (hereinafter "the Contractor"  
or "\_\_\_\_\_") is hereby entered into this**

**Date.**

Services pursuant to this contract shall begin February 1, 2019 and shall end upon completion of the work and no later than June 15, 2019, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

**1.0 Definitions:**

**1.1 Housing Commission (HC):** Any reference herein or within any Appendix to the "Housing Commission" shall be interpreted to mean the same as the AAHC.

**1.2 Purchasing Manager (PM):** The HC Purchasing Manager, acting on behalf of the HC.

**1.3 Request For Proposals (RFP):** A competitive solicitation process conducted by the HC wherein award was completed to the top-rated responsive and responsible proposer.

**2.0 Services and Payment:**

**2.1 Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HC **as described herein and within Appendix No. 2**. Said services shall be provided on the dates and times determined by the HC at the designated HC community and facilities. In addition, the HC shall retain the right to implement and/or enforce any item issued as a part of this small purchase bid.

**2.2 Provisions of any and all Work (Task Orders):** The Contractor shall not begin any additional work (other than that already detailed herein) formal, written approval by an authorized HC representative.

**2.3 Cost/Value of Services:**

**2.3.1 Contract Value: The current total Not-To-Exceed (NTE) value of this contract is not to exceed \$XXXXXX total.** Any other services provided related to this contract shall be as negotiated between contractor and the AAHC.

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

**2.4 Renewal Options:** There are no renewal options with this contract.

**2.5 Time Performance:** The Contractor will complete each assigned task as detailed within the executed Scope of Services.

**2.6 Billing Method:**

**2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Ann Arbor Housing Commission**

**Attn: Accounts Payable**

**2000 S Industrial Hwy**

**Ann Arbor, MI 48104**

**2.6.2** At a minimum, the invoice shall detail the following information:

- 2.6.2.1** Unique invoice number;
- 2.6.2.2** Contractor's name, address and telephone number;
- 2.6.2.3** Date of invoice and/or billing period;
- 2.6.2.4** Applicable Purchase Order No.;
- 2.6.2.5** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report or invoice);
- 2.6.2.6** If applicable, Task Order, approved by the HC Executive Director; and
- 2.6.2.7** Total dollar amount being billed.

**2.6.3** The HC will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this

contract.

**3.0** HC's Obligations: Pursuant to this contract, the HC agrees to provide the specific services detailed herein and also shall be responsible for the following:

**3.1** The HC agrees to not provide to the Contractor any assigned work to the Contractor outside the scope of services without the prior written approval of the HC's Executive Director.

**4.0** Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

**4.1** **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HC properties pursuant to this contract.

**4.2** **Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

**4.3** **Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

**4.4** **Contractor's Employees:** There may be a pre-employment background check conducted by the contractor/employer of all personnel prior to them being employed on Ann Arbor Housing Commission Properties. The contractor may be required to verify previous employers and references listed in the employment application.

**4.5** **Security:** The following security standard should be used to determine whether or not an employee should be assigned to work in high security areas as designated by the Ann Arbor Housing Commission:

**Standard**

A. Any felony or misdemeanor conviction involving theft, murder or assault in the last five years

B. Any other criminal conviction

C. Assignment Restriction:

Assignment Restriction

May not be assigned to a high security area.

May be allowed to work in a high security area if the department is notified in advance and agrees to said agreement.

May be allowed to work in another department if that department's Director is notified in advance and agrees to said assignment

- 4.5.1** Contractor will have all employees bonded for any losses while employed and assigned to the Ann Arbor Housing Commission properties.
- 4.5.2** The "Ann Arbor Housing Commission" will have the right to require the contractor to remove any employee deemed incompetent, careless or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the "Ann Arbor Housing Commission". The decision of the Ann Arbor Housing Commission, acting through the contract Administrator, or his/her authorized representative, shall be final as to what constitutes incompetent or deviant behavior.
- 4.5.3** It is assumed that all employees employed by the contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the contractor's expense and untrained individuals will not be brought into the premises for so-called "ON THE JOB" training. Employees of the contractor will eat and take work breaks in designated areas and will not be allowed to eat in offices. Employees of the contractor will not use Ann Arbor Housing Commission telephones, except for the pay telephones at the various locations. The Ann Arbor Housing Commission will charge back all long distance charges for calls made by the contractor's employees. The contractor will not pay his employees less than the minimum wage guidelines of the Federal Government.

#### **4.6 Insurance Requirements:**

- 4.4.1** **The complete indemnity requirements are detailed within Section 11 herein.**
- 4.4.2** The contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the Ann Arbor Housing Commission from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
  - 4.4.2.1** The contractor will furnish insurance certificates within seven (7) days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by the Ann Arbor Housing Commission.
  - 4.4.2.2** Failure to maintain the above-reference insurance coverage, including naming the HC as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

The contractor must cease work if any of the required insurance is canceled or expires.

- 4.4.2.3** Copies of certificates of insurance shall be submitted to, and approved by, the Ann Arbor Housing Commission prior to the execution of the contract.
- 4.4.2.4** The Certificate shall specifically name the Ann Arbor Housing Commission as additional insured parties. **In the area for the listing of additional insured on the binder it must read: "The Ann Arbor Housing Commission."**
- 4.4.2.5** The certificates must contain the agreement of the insurance company notifying the Ann Arbor Housing Commission ten (10) days prior to any cancellation or material alteration of the policy. **The cancellation clause must have the language "will mail" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" removed from this clause.**
- 4.4.2.6** The contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the Ann Arbor Housing Commission.
- 4.4.2.7** The limits of insurance shall not be less than the following:
  - 4.4.2.7.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregates together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HC shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
  - 4.4.2.7.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1000,000 with a deductible of not greater than \$1,000;
  - 4.4.2.7.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
  - 4.4.2.7.4** Worker's compensation coverage evidencing carrier and coverage amount required by the State of Michigan.
  - 4.4.2.7.5** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HC:

**ANN ARBOR HOUSING COMMISSION**

**FINANCIAL DEPARTMENT**

**2000 S Industrial Hwy  
Ann Arbor, MI 48104**

**4.5 Licensing:** The Contractor shall also provide to the HC a copy of the required State of Michigan Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

**4.6 Financial Viability and Regulatory Compliance:**

**4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

**4.6.2** The Contractor agrees to promptly disclose to the HC any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HC in writing within 5 days of such notification received will constitute a material breach of this contract.

**4.6.3** The Contractor further agrees to promptly disclose to the HC any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

**4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HC within the time periods required herein.

**5.0 Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

**6.0 Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

**7.0 Applicable Laws:**

**7.1 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

**7.2 Jurisdiction of Law:** The laws of the State of Michigan shall govern the validity, construction and effect of this contract, unless said laws supersede, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Washtenaw County, Michigan is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

**8.0 Notices, Invoices and Reports:**

- 8.1** All notices, reports and/or invoices submitted to the HC by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HC:

***Jenifer Hall, Director AAHC***  
**ANN ARBOR HOUSING COMMISSION**  
**2000 S Industrial Hwy**  
**ANN ARBOR, MI 48104**  
**734-794-6720**

- 8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

**X Contractor**

**9.0 Disputed Billings (Charges):**

- 9.1 Procedures:** In addition to the procedures detailed within Clauses No. 27. Payments, and No. 31. Disputes, within Form HUD-5370 (11/2006), *General Conditions for Construction Contracts*, attached hereto, in the event that the HC disputes any portion of its billing(s), the HC shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

**9.1.1** The HC's representative shall, within 10 days after the HC's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

**9.1.2** If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the HC PM and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

**9.1.3** If the HC PM and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HC shall refer the dispute for arbitration with the HC Attorney, within 10 days thereafter, either:

**9.1.3.1** pay the disputed charges and reserve the right to submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.

**9.1.3.2** not pay the disputed charge and submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.

- 9.1.3.3** not pay the disputed charge and allow the Contractor submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.
- 9.1.3.4** The decision from arbitration will be binding upon both parties. If the decision is adverse to the HC, the HC shall pay the HC's receipt of the decision. If the decision is in favor of the HC, the contractor will either:
  - 9.1.3.5** clear the amount which is ordered from the HC account; or
  - 9.1.3.6** repay to the HC the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

**10.0 24 CFR 85.36(i), Procurement:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HC and the Contractor each agree to comply with the following provisions:

**10.1 Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HC and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HC or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HC has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HC shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HC shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

- 10.1.1** If the contractor is in material breach of the contract, the HC may promptly invoke the termination clause or clauses detailed within Section No. 32. Default, and/or Section 34. Termination for Convenience, within Form HUD-5370 (11/2006), *General Conditions Construction Contracts*, attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 10.1.2** Prior to termination, the HC may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HC shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HC's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).
- 10.1.3** After termination, if the contractor does not agree with the HC's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall

have no recourse but to accept and agree with the HC's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).

- 10.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 10.2 Termination For Cause and Convenience:** As detailed within Clause No. 34, Termination for Convenience, within Form HUD-5370 (11/2006), *General Conditions for Small Construction/Development Contracts*, attached hereto.
- 10.3 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5). If Davis-Bacon wages are required, the wage decision published at [www.wdol.gov](http://www.wdol.gov) at time of contract execution applies.
- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.9 Copyrights/Rights in Data:** In addition to the requirements contained within Form HUD-5370 (11/2006), *General Conditions Construction Contracts*, attached hereto, the HC has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 10.9.1** Except as provided elsewhere in this clause, the HC shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

- 10.9.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the PM, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HC and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HC.
- 10.9.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HC a license of the same scope as identified in the preceding paragraph.
- 10.9.5** The HC agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HC may either return the data to the contractor, or cancel or ignore the markings.
- 10.9.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 10.9.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HC shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HC except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HC location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

**10.10 Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**10.11 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**11.0 Additional Considerations:**

**11.1 Right of Joinder Pursuant to NRS 332.195:**

**11.1.1** Any political subdivision within the State of Michigan may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

**11.1.2** The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HC contract, it is expressly understood that the HC shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

**11.2 Non-Escalation:** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**11.3 Funding Restrictions and Order Quantities:** The HC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HC, if:

**12.3.1** funding is not available;

**12.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

**12.3.3** the HC's requirements in good faith change after award of the contract.

**11.4** Unless otherwise stated in the ITB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this ITB, whether or not they are known to either the HC or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the ITB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

- 11.5 Taxes:** All persons doing business with the HC are hereby made aware that the HC is exempt from paying Michigan State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and City of Ann Arbor Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Freight on Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HC may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders:**
- 11.8.1** The HC PM must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 11.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HC, be canceled and ordered from another source, if, in the opinion of the HC PM, it is in the best interests of the HC to do so.
- 11.9 Work on HC Property:** If the Contractor's work under the contract involves operations by the Contractor on HC premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HC's negligence, shall indemnify the HC, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the HC Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HC in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 11.11 Subcontractors:** Unless otherwise stated within the Small Purchase documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the documents or the contract without the prior written permission of the HC PM.
- 11.12 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor:** Unless otherwise stated within the Small Purchase documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.15 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.16 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor. **The entire work for this Contract shall be completed within 36 consecutive calendar days.**
- 11.17.1 Liquidated Damages:** Failure to complete all the work within the time specified above, including any extension granted in writing by the Executive Director, PM or designee, shall obligate the Contractor to pay the AAHC, as liquidated damages and not as a penalty, an amount equal to \$100.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the AAHC shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.
- 11.18 Limitation of Liability:** In no event shall the HC be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

**11.19 Indemnification:**

**11.19.1** The Contractor shall indemnify, defend, and hold the HC (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Michigan Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HC against any loss or damage which was specifically caused by the HC providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

**11.19.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HC, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HC. If the Contractor shall fail to do so, the HC shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

**11.19.3** Any money due to the Contractor under and by virtue of this contract, which the HC believes must be withheld from the Contractor to protect the HC, may be retained by the HC so long as it is reasonably necessary to ensure the HC's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HC provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HC from any potential claims.

**11.19.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

**12.0 Lobbying Certification:** By execution of this contract with the HC the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

**12.20.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

**12.20.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

**12.20.3** The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**12.21 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:

**12.21.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

**12.21.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HC hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

**12.21.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HC requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

**12.21.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

**12.21.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

**12.21.6** HUD Information Bulletin 909-23 which is the following:

- 12.21.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
- 12.21.6.2** Clean Air and Water Certification; and,
- 12.21.6.3** Energy Policy and Conversation Act.

- 12.21.7** That the funds that are provided by the HC and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 12.21.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 12.21.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

### **13.0 Appendices:**

- 13.1** The following noted documents are placed under each of the noted appendix and are a part of this contract:
  - 13.1.1** **Appendix No. 1:** Scope of Services, as agreed upon by negotiation between the HC and the Contractor.
  - 13.1.2** **Appendix No. 2:** Accepted Proposal from Contractor for this project.
  - 13.1.3** **Appendix No. 3** Contractor Certification of Asbestos-Free Product Installation
  - 13.1.4** **Appendix No. 4.** Contractor Affidavit
- 13.2** Please note that, in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).
- 13.3** Any document referenced herein that has not been attached is hereby incorporated herein by reference, and a copy of each such document is available from the HC upon written request for such.

### **14.0 CERTIFICATIONS:**

The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

**[The Contractor]:**

**By:** \_\_\_\_\_  
**(Sign and Print Name)**

**For: X Contractor**

**Date:** \_\_\_\_\_, **2019**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_, **2019**

**Jennifer Hall, Executive Director  
Ann Arbor Housing Commission  
2000 S. Industrial  
Ann Arbor, MI 48104  
734-794-6721**

**END OF SAMPLE CONTRACT**

**PERFORMANCE BOND**

(1) \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the Ann Arbor Housing Commission, Michigan (referred to as "Ann Arbor Housing Commission "), for

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

(2) The Principal has entered a written Contract with the Ann Arbor Housing Commission dated \_\_\_\_\_ 201\_, for the renovation of 1508 Broadway, and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the Ann Arbor Housing Commission to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

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

(4) Surety shall have no obligation to the Ann Arbor Housing Commission if the Principal fully and promptly performs under the Contract.

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

\_\_\_\_\_

**LABOR AND MATERIAL BOND**

- (1) \_\_\_\_\_  
of \_\_\_\_\_(referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the Ann Arbor Housing Commission (referred to as " Ann Arbor Housing Commission "), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the Ann Arbor Housing Commission, dated \_\_\_\_\_, 201\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

The contract documents shall be signed by the Ann Arbor Housing Commission and the Contractor.

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

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

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

### **Section 2 - Order of Completion**

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

### **Section 3 - Familiarity with Work**

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the Ann Arbor Housing Commission upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

### **Section 4 - Wage Requirements**

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the Ann Arbor

Housing Commission under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the Ann Arbor Housing Commission 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 Ann Arbor Housing Commission, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

### **Section 5 - Non-Discrimination**

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

### **Section 6 - Materials, Appliances, Employees**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

### **Section 7 - Qualifications for Employment**

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

### **Section 8 - Royalties and Patents**

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the Ann Arbor Housing Commission harmless from loss on account of infringement except that the Ann Arbor Housing Commission shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Ann Arbor Housing Commission has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

## **Section 9 - Permits and Regulations**

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The Ann Arbor Housing Commission shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

## **Section 10 - Protection of the Public and of Work and Property**

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the Ann Arbor Housing Commission. The Contractor shall obtain and maintain sufficient insurance to cover damage to any Ann Arbor Housing Commission property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

## **Section 11 - Inspection of Work**

The Ann Arbor Housing Commission shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the

Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the Ann Arbor Housing Commission shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

## **Section 12 - Superintendence**

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

## **Section 13 - Changes in the Work**

The Ann Arbor Housing Commission may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

## **Section 14 - Extension of Time**

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;

- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the Ann Arbor Housing Commission or of its employees or by other Contractors employed by the Ann Arbor Housing Commission;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

## **Section 15 - Claims for Extra Cost**

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

### **Section 16 - Progress Payments**

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the Ann Arbor Housing Commission's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the Ann Arbor Housing Commission will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The Ann Arbor Housing Commission will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final

completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

### **Section 17 - Deductions for Uncorrected Work**

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

### **Section 18 - Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the Ann Arbor Housing Commission and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the Ann Arbor Housing Commission may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the Ann Arbor Housing Commission may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the Ann Arbor Housing Commission the expenses for disposal within 10 days of invoice for the disposal costs.

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

### **Section 19 - Acceptance and Final Payment**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the Ann Arbor Housing Commission under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the Ann Arbor Housing Commission within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the Ann Arbor Housing Commission:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

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

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

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

## **Section 20 - Suspension of Work**

The Ann Arbor Housing Commission may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the Ann Arbor Housing Commission to the Contractor to do so. The Ann Arbor Housing Commission shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the Ann Arbor Housing Commission does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

## **Section 21 - Delays and the Ann Arbor Housing Commission's Right to Terminate Contract**

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the Ann Arbor Housing Commission may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the Ann Arbor Housing Commission may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the Ann Arbor Housing Commission for any excess cost to the Ann Arbor Housing Commission. If the Contractor's right to proceed is terminated, the Ann Arbor Housing Commission may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Ann Arbor Housing Commission, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The Ann Arbor Housing Commission may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the Ann Arbor Housing Commission for any excess cost incurred. The expense incurred by the Ann Arbor Housing Commission, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

## **Section 22 - Contractor's Right to Terminate Contract**

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the Ann Arbor Housing Commission, terminate this Contract and recover from the Ann Arbor Housing Commission payment for all acceptable work executed plus reasonable profit.

## **Section 23 - Ann Arbor Housing Commission's Right To Do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Ann Arbor Housing Commission, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the Ann Arbor Housing Commission may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

## **Section 24 - Removal of Equipment and Supplies**

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the Ann Arbor Housing Commission, shall promptly remove any part or all of its equipment and supplies from the property of the Ann Arbor Housing Commission, failing which the Ann Arbor Housing Commission shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the Ann Arbor Housing Commission and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the Ann Arbor Housing Commission upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

## **Section 25 - Responsibility for Work and Warranties**

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the Ann Arbor Housing Commission for damages to materials and equipment from any cause except negligence or willful act of the Ann Arbor Housing Commission. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the Ann Arbor Housing Commission prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

## **Section 26 - Partial Completion and Acceptance**

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the Ann Arbor Housing Commission, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the Ann Arbor Housing Commission may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

## **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

The Ann Arbor Housing Commission may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the Ann Arbor Housing Commission from loss on account of:

- (1) Defective work not remedied;

- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Ann Arbor Housing Commission which will protect the Ann Arbor Housing Commission in the amount withheld, payment shall be made for amounts withheld under this section.

## **Section 28 - Contractor's Insurance**

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the Ann Arbor Housing Commission from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the Ann Arbor Housing Commission, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the Ann Arbor Housing Commission demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.
  - (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the amount required by the state of Michigan
  - (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The Ann Arbor Housing Commission shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the Ann Arbor Housing Commission's protections as an additional insured under the policy. 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.
\$1,000,000	Per Job General Aggregate
  - (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Ann Arbor Housing Commission shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the Ann Arbor Housing Commission's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as

respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the Ann Arbor Housing Commission may possess, including any self-insured retentions the Ann Arbor Housing Commission may have; and any other insurance the Ann Arbor Housing Commission 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 Ann Arbor Housing Commission.
- (3) Insurance companies and policy forms are subject to approval of the Ann Arbor Housing Commission Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor Housing Commission. 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 Ann Arbor Housing Commission, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the Ann Arbor Housing Commission with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the Ann Arbor Housing Commission. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be 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 Ann Arbor Housing Commission.
- (5) Ann Arbor Housing Commission reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the Ann Arbor Housing Commission for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the Ann Arbor Housing Commission for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the Ann Arbor Housing Commission in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the Ann

Arbor Housing Commission Attorney.

### **Section 30 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the Ann Arbor Housing Commission or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

### **Section 31 - Refusal to Obey Instructions**

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

### **Section 32 - Assignment**

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the Ann Arbor Housing Commission.

### **Section 33 - Rights of Various Interests**

Whenever work being done by the Ann Arbor Housing Commission's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

### **Section 34 - Subcontracts**

The Contractor shall not award any work to any subcontractor without prior written approval of the Ann Arbor Housing Commission. The approval will not be given until the Contractor submits to the Ann Arbor Housing Commission a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the Ann Arbor Housing Commission may require.

The Contractor shall be as fully responsible to the Ann Arbor Housing Commission for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the Ann Arbor Housing Commission may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Ann Arbor Housing Commission.

### **Section 35 - Supervising Professional's Status**

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

### **Section 36 - Supervising Professional's Decisions**

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the Ann Arbor Housing Commission or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

### **Section 37 - Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations agreeable to the Ann Arbor Housing Commission unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

### **Section 38 - Lands for Work**

The Contractor shall provide, at its own expense and without liability to the Ann Arbor Housing Commission, any additional land and access that may be required for temporary construction facilities or for storage of materials.

### **Section 39 - Cleaning Up**

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the Ann Arbor Housing Commission's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

### **Section 40 - Salvage**

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain Ann Arbor Housing Commission property and shall be transported or stored at a location as the Supervising Professional may direct.

## **Section 41 - Night, Saturday or Sunday Work**

No night or Sunday work (without prior written Ann Arbor Housing Commission approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The Ann Arbor Housing Commission may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

## **Section 42 - 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.





# STANDARD SPECIFICATIONS

Not Applicable

# DETAILED SPECIFICATIONS

## 1508 Broadway Rehab

### Lower Unit Rehabs (C-1, C-2, C-5, C-6)

- **Walls:** drywall and/or plaster material to be removed to enable replacement of all plumbing and electrical. Drywall material to be installed, joint sealed, sanded and painted to meet code.
- **Insulation:** Exterior walls to be filled with closed cell foam insulation. No penetrations to the exterior for insulating, all penetrations to be made on the interior.
- **Ceilings:** drywall and/or plaster material to be removed to enable replacement of all plumbing and electrical and to allow sound insulating between floor joists. Drywall material to be installed, joint sealed, sanded and painted to meet code.
- **Trim:** All trim to be painted. All wood should be considered to contain lead based paint.
- **Doors:** All interior are to be painted, including jambs. All doors should be considered to have lead based paint. Interior entry doors to get Schlage CS210 Interconnected lock with reversible Saturn lever, satin chrome, mastered to AAHC key with units keyed separately  
All exterior doors are to be replaced. Exterior doors to be metal, code approved. Electronic intercom system with electronic door strike release to be installed in all units for upper level exterior entry doors.
- **Kitchens:** Cabinets and appliances to be saved and re-used (except C-5 gets a new stove (GE 30" 5CU FT free standing electric range) and fridge (GE GTE16DTHWW) and hood vent (Broan 30" Non-ducted range hood). Plumbing and electrical fixtures to be replaced. All garbage disposals to be removed and not replaced. All countertops to be replaced with laminate, color/pattern to be agreed upon with AAHC prior to purchase. Sink Elkay Kingsford top-mount single bowl 25"x22
- **Bathrooms:** all fixtures to be replaced. (tub, exhaust fan, vanity, sink, toilet gets replaced with Kohler Wellworth elongated bowl and Kohler Highline Classic with pressure assist and new shut-off and supply, mirror, shower curtain rod, tp holder, 30"-36" towel bar). Flooring to be sheet vinyl, tub and surround to be white fiberglass. A 30" grab bar shall be installed in each shower. Vanity to be same size and color as existing. All faucets to be Kohler. All accessories to be chrome.
- **Electrical:** All electrical to be replaced to code. (wiring, fixtures, outlets, switches, breaker box, electronic intercom system with electronic door strike release to be installed in all units for upper level exterior entry doors. All current light fixtures to be replaced with LED fixtures, ceiling mount light will be HD Supply part#326968, all others equivalent or higher to producing the same as a 60 watt incandescent fixture. All ceiling fans to be replaced with Seasons® 42" Hugger Ceiling Fan, Brushed Nickel, 3 Arm LED Light Kit (HD Supply). Consider panel size when bidding alternate items.
- **Plumbing:** all plumbing to be replaced. Water supply lines from meter, sanitary lines to city main, drain lines and fixtures.
  - Water heaters to be gas tank-less. Navien NPE-180A or equivalent.
  - **Alternate bid:** Rheem Prestige Hybrid 50 gallon water heater
- **HVAC:** all HVAC to be saved except grilles/grates are to be replaced.
  - **Alternate bid:** Replace furnace with Goodman GMEC96 with heat pump Goodman GSZ16
- **Flooring:** Flooring to be vinyl plank from Solar Contract Carpet to match existing (Shaw – Cameron Plus Planks – Color: Dutch), except bathrooms will replace any tile flooring that is removed with white tile.
- **Windows:** Windows will not to be replaced. All blinds to be replaced with like product.
- **Hardware:** All new hardware except hinges. Replace hinges that are rusty as needed. Doorknobs, doorstops, pulls, etc to be new.
- **Paint:** all walls, ceiling, doors and trim to be painted per spec:

- Walls/trim/interior doors/ceilings: Sherwin Williams B20W12651 PM 200 0 EG “Extra Manual Westside Unit”
- Exterior and unit entry doors: Sherwin Williams B20T2654 PM 200 0 EG Ultra “Boxley Blue A2 Housing Commission Door”

### Hallways

- **Flooring:** Armstrong – Standard Excelon VCT from Solar Contract Carpet.
- **Entry Doors:** replace all, new knobs, strikes and closers. Electronic intercom system with electronic door strike release to be installed in all units for upper level exterior entry doors.
- **Insulation:** Exterior walls to be filled with closed cell foam insulation. No penetrations to the exterior for insulating, all penetrations to be made on the interior. Attic space to be blown in to meet rental code.
- **Windows:** Not to be replaced. All blinds to be replaced with like product.
- **Walls:** Exterior walls to be fully insulated. Exterior walls to be filled with closed cell foam insulation.. No penetrations to the exterior for insulating, all penetrations to be made on the interior.
- **Ceiling:** upper level ceiling to be insulated. Ceiling to be blown in insulation (cellulose). No penetrations to the exterior for insulating, all penetrations to be made on the interior. Depth to meet rental housing code.
- **Trim:** Assume lead containing paint on existing trim. Repaint all.
- **Paint:** all walls, ceiling, doors and trim to be painted per spec (as above)

### Upper Unit Rehabs(C-3, C-4, C-7, C-8)

- **Walls:** drywall and/or plaster material to be removed to enable replacement of all plumbing and electrical. Drywall material to be installed, joint sealed, sanded and painted to meet code.
- **Insulation:** Exterior walls to be filled with closed cell foam insulation. No penetrations to the exterior for insulating, all penetrations to be made on the interior. Attic space to be blown in to meet rental code.
- **Ceilings:** drywall and/or plaster material to be removed to enable replacement of all plumbing and electrical. Drywall material to be installed, joint sealed, sanded and painted to meet code.
- **Trim:** All trim to be painted. All wood should be considered to contain lead based paint.
- **Doors:** All interior are to be painted, including jambs. All doors should be considered to have lead based paint. Interior entry doors to get Schlage CS210 Interconnected lock with reversible Saturn lever, satin chrome, mastered to AAHC key with units keyed separately.  
All exterior doors are to be replaced. Exterior doors to be metal, code approved. Electronic intercom system with electronic door strike release to be installed in all units for upper level exterior entry doors.
- **Kitchens:** Cabinets and appliances to be saved and re-used (except C-8 gets a new fridge (GE GTE16DTHWW) and hood vent (Broan 30” Non-ducted range hood). Plumbing and electrical fixtures to be replaced. All garbage disposals to be removed and not replaced. All countertops to be replaced with laminate, color/pattern to be agreed upon with AAHC prior to purchase. Sink Elkay Kingsford top-mount single bowl 25”x22”.
- **Bathrooms:** all fixtures to be replaced. (tub, exhaust fan, vanity, sink, toilet gets replaced with Kohler Wellworth elongated bowl and Kohler Highline Classic with pressure assist and new shut-off and supply, mirror, shower curtain rod, tp holder, 30”-36”towel bar). Flooring to be sheet vinyl, tub and surround to be white fiberglass. A 30” grab bar shall be installed in each shower. Vanity to be same size and color as existing. All faucets to be Kohler. All accessories to be chrome.

**Electrical:** All electrical to be replaced to code. (wiring, fixtures, outlets, switches), breaker box, electronic intercom system with electronic door strike release to be installed in all units for upper level exterior entry doors. All current light fixtures to be replaced with LED fixtures, ceiling mount light will be HD Supply part#326968, all others equivalent or higher to producing the same as a 60 watt incandescent fixture. All ceiling fans to be replaced with Seasons® 42" Hugger Ceiling Fan, Brushed Nickel, 3 Arm LED Light Kit (HD Supply). Consider panel size when bidding alternate items.

- All current light fixtures to be replaced with LED fixtures, ceiling mount light will be HD Supply part#326968, all others equivalent or higher to producing the same as a 60 watt incandescent fixture.
- **Plumbing:** all plumbing to be replaced. Water supply lines from meter, sanitary lines to city main, drain lines and fixtures.
  - Water heaters to be gas tank-less. Navien NPE-180A or equivalent.
  - **Alternate bid:** Rheem Prestige Hybrid 50 gallon water heater
- **HVAC:** all HVAC to be saved except grilles/grates are to be replaced.
  - **Alternate bid:** Replace furnace with Goodman GMEC96 with heat pump Goodman GSZ16
- **Flooring:** Flooring to be vinyl plank from Solar Contract Carpet to match existing (Shaw – Cameron Plus Planks – Color: Dutch), except bathrooms will replace any tile flooring that is removed with white tile.
- **Windows:** Windows will not to be replaced. All blinds to be replaced with like product.
- **Hardware:** All new hardware except hinges. Replace hinges that are rusty as needed. Doorknobs, doorstops, pulls, etc to be new.
- **Paint:** all walls, ceiling, doors and trim to be painted per spec:
  - Walls/trim/interior doors/ceilings: Sherwin Williams B20W12651 PM 200 0 EG “Extra Manual Westside Unit”
  - Exterior and unit entry doors: Sherwin Williams B20T2654 PM 200 0 EG Ultra “Boxley Blue A2 Housing Commission Door”

**Contractor Certification of Asbestos-Free  
Product Installation**

Name of building: \_\_\_\_\_

1. Contractor name and address:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

2. Brief scope of contracted activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Certification statement:

I \_\_\_\_\_, representing and having authority for  
\_\_\_\_\_ (company), hereby certify that any and all products/materials which  
will be and/or have been installed or introduced into the above-mentioned building,  
\_\_\_\_\_ (project name and/or number) are asbestos free (or less than 1%  
asbestos by weight).

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

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

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

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

The Contractor or Grantee agrees:

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

**Check the applicable box below which applies to your workforce**

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$13.22 per hour**

If the employer provides health care benefits\*

**\$14.75 per hour**

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

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

## ENFORCEMENT

The Ann Arbor Housing Commission 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 Ann Arbor Housing Commission.

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 Ann Arbor Housing Commission has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

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

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

**For Additional Information or to File a Complaint Contact:  
Jennifer Hall at 734/794-6721 or [jhall@a2gov.org](mailto:jhall@a2gov.org)**



<b>Vendor Conflict of Interest Disclosure Form</b>
--

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

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

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

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

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

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

Questions about this form? Contact Ann Arbor Housing Commission Phone: 734-794-6720,



# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

