

CITY OF ANN ARBOR  
INVITATION TO BID



**Overhead and Roll-up Door Preventative Maintenance,  
Assessment and Repair**

**ITB No. 4765**

**Due Date: March 19, 2025 at 2:00 p.m. (Local Time)**

Public Services/Public Works

Issued By:

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

## **TABLE OF CONTENTS**

INSTRUCTIONS TO BIDDERS	3
INVITATION TO BID	8
SPECIFICATIONS	10
BID FORM	25
GENERAL CONDITIONS	27

### **ATTACHMENTS**

*City of Ann Arbor Sample Purchase Agreement*

*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

*City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*

# **INSTRUCTIONS TO BIDDERS**

## **General**

The City of Ann Arbor's Procurement Office is soliciting bids for overhead and roll-up door preventative maintenance and condition assessment and repair at various facilities based on the specifications provided herein. The pricing provided for this ITB shall be firm through June 30, 2026.

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

## **Preparation of Bids**

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

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

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

## **Questions or Clarification / Designated City Contacts**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries 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 **March 7, 2025 @ 2:00 p.m. (local time)** and should be addressed as follows:

Specification/Scope of Work questions emailed to Robert West, [RWest@a2gov.org](mailto:RWest@a2gov.org) Bid Process and Compliance questions emailed to Colin Spencer, [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

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

## **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](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 City will not be bound by oral responses to inquiries or written responses other than written addenda.

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **March 19, 2025 at 2:00 p.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4765 – Overhead and Roll-up Door Preventative Maintenance, Assessment and Repair**

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

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

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

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

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

## Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

## Official Documents

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



## **Taxes**

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

## **Withdrawal of Bids**

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

## **Non-Discrimination Requirements**

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

## **Living Wage Requirements**

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

## **Conflict Of Interest Disclosure**

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

## **Debarment**

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

## **Disclosures**

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

## Bid Protest

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

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

## Cost Liability

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

## Reservation of Rights

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

## Type of Contract

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a bid to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.**

The City reserves the right to award the total bid, to reject any or all bids in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## 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 strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or

services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

## **INVITATION TO BID**

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

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

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

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

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

## LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_

\_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 202\_\_

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

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

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

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

Email \_\_\_\_\_

## **SPECIFICATIONS**

### **General**

The City of Ann Arbor is soliciting bids for preventative maintenance inspections and as needed repairs of overhead and roll-up doors at various buildings. The facilities have a total of seventy (70) overhead doors with motorized operators and ten (10) roll-up doors with motorized operators. The vendor shall complete one (1) preventive maintenance and condition assessment service within 60 days of contract award and one (1) additional preventive maintenance and condition assessment service during August 2026. The City shall pay for any repair services over and above that of the preventive maintenance service on a time and materials basis as outlined herein. All maintenance and repairs shall be completed to the manufacturer's specifications and to the latest federal, state and/or local standards.

### **Description of Work**

Within Sixty (60) days of contract award or renewal, the contractor shall complete the Annual Preventative Maintenance and Condition Assessment visit. The Annual Preventative Maintenance and Condition Assessment shall include, but shall not be limited to the following:

- Verify proper operation of all door components including all electrical switches, motors and wireless remote operators.
- Check door panels and sections for weathering or deterioration.
- Check weather stripping and seals.
- Check for any damaged panels or sections, stiles and rails. Tighten all nuts and bolts.
- Check the condition of all hardware and locks. Lubricate where required.
- Check the condition of the horizontal and vertical tracks, guides, and rollers.
- Check and adjust the track spacing.
- Check the condition of the spring counterbalance.
- Check the condition of the extension springs.
- Check the torsion spring cables for equal tension and lubricate the torsion springs.
- Check the condition of the cable drum.
- Check for frayed cables.
- Check secondary safeties and electric eyes, where applicable, for proper operation. Adjust/repair as necessary
- Check operation of keypads and remote operators.
- Check condition and operation of the chain hoist, sprockets and safety items. Lubricate where required.
- Check the condition of all electric motors, belts, chains, electrical switches and connections. Lubricate motor; tighten nuts, bolts, and connections.
- Adjust doors to ensure that they are square in the openings.
- Cycle doors to assure proper operation.
- Perform fire roll up door drop testing per NFPA 80, Federal, State, Local or any other authority having jurisdiction.
- Check and, repair if necessary, sensitivity setting of ground loop controls, where applicable, and test for proper operation.
- Affix label in a prominent location stating date of the PM and date the next PM is required.
- The Contractor shall install an inspection log sticker at the site upon completion of the work. This sticker shall state the company name, date, technician name, and work completed.

\*Maintenance, adjustment and repair work in excess of lubrication, safety eye alignment, clutch adjustment, nut and bolt tightening and safety eye lens cleaning that is performed during Annual Preventative Maintenance and Condition Assessment visits shall be limited to two hundred dollars (\$200.00) per door without prior authorization of the City representative for the respective building.

## Documentation

Upon completion of the Preventive Maintenance and Condition Assessment service, the Contractor shall submit an itemized listing by Door ID # describing the service performed, adjustments made, parts replaced and a recommendation of immediate and future service and repair needs.

## Response Time

The Contractor shall be available to receive and respond to non-emergency and emergency repair service requests seven (7) days a week, twenty-four (24) hours a day, including weekends and holidays. Name and phone number of contact person shall be provided to the City. Upon verbal notification, the emergency response time to any inoperable unit shall not exceed three (3) hours. Non-emergency service response time shall be no later than the next business day. The City of Ann Arbor shall determine which cases warrant emergency response. At no time shall any door be inoperable for more than seventy-two (72) hours. The City understands that major parts or parts that are not normally stocked may affect the contractor's ability to complete an emergency door repair in the specified timeframe. If there is a delay in completing an emergency door repair the contractor shall secure the opening to prevent unauthorized entry and/or protect the conditioned space.

## Replacement Parts and Equipment

Replacement parts and equipment shall be fully prepared in accordance with industry standards and guidelines to be ready for operation after installation. A complete door and/or lift mechanism replacement shall only be completed with written approval (email acceptable) from the designated City representative. The contractor shall provide the City with one (1) Operations and Maintenance Manual for each replacement door and/or lift at time of installation. All replacement parts and equipment shall be to the specification of the original manufacturer or an approved equal to minimize depreciation and obsolescence. Any proposed substitutions must be made to the City's representative in writing and approved (email acceptable) prior to use. All replacement parts shall be new or remanufactured to original equipment standards and in perfect working condition. Used, salvage parts may only be used for emergency temporary repairs with the written (email acceptable) authorization of the City representative. The parts or equipment removed from service shall become the property of the contractor to dispose of. To support charges for replacement parts and equipment the contractor shall provide the City with valid copies of vendor invoices. If invoices are not available for materials from the contractor stocks, the contractor shall certify actual costs (at a reasonable level). Once approved, the prices shall be utilized in the calculation of reimbursement for parts and equipment. Repair parts and equipment, excluding materials and supplies to operate and maintain equipment, shall be reimbursed at cost plus the percentage markup set forth in the bid sheet as full compensation. The City reserves the right to provide replacement parts and equipment. In this case the contractor shall receive no payment for the value including markup of the City provided materials. The contractor shall maintain sufficient stock to ensure prompt delivery and limit disruption to City services. On-site stock of two (2) overhead door panels and a torsion spring set for the doors indicated on Exhibit "A"

shall be provided by the contractor within forty-five (45) days of contract award. The on-site stock shall be invoiced upon delivery and replenished within a reasonable period from use.



## DETAILED SPECIFICATIONS

Bldg Name and Address					
<b>Wheeler Operations - 4251 Stone School Road</b>	Facility Contact Person	Dan Wooden	Contact Email and Phone	<a href="mailto:DCWooden@a2gov.org">DCWooden@a2gov.org</a>	734-794-6350 x 43324
Sheet a111, a112, Door Sched Sheet a130					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
115.2	Overhead	No	Yes	12'0" x 14'0"	Yes
114.4	Overhead	No	Yes	12'0" x 14'0"	No
114.2	Overhead	No	Yes	12'0" x 14'0"	No
113.3	Overhead	No	Yes	14'0" x 14'0"	No
116.4	Overhead	No	Yes	12'0" x 14'0"	No
132.4	Overhead	No	Yes	12'0" x 14'0"	No
126.4	Overhead	No	Yes	12'0" x 14'0"	No
126.2	Overhead	No	Yes	12'0" x 14'0"	No
124.2	Overhead	No	Yes	12'0" x 10'0"	No
<b>Wheeler Vehicle Storage</b>	Facility Contact Person	Dan Wooden	Contact Email and Phone	<a href="mailto:DCWooden@a2gov.org">DCWooden@a2gov.org</a>	734-794-6350 x 43324
sheet a312, a313, Door Sched sheet a330					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
300.1	Overhead	No	Yes	14'0" x 14'0"	Yes
301.1	Overhead	No	Yes	14'0" x 14'0"	No
302.1	Overhead	No	Yes	14'0" x 14'0"	No

303.1	Overhead	No	Yes	14'0" x 14'0"	No
304.2	Rollup	Yes	Yes	10'0" x 8'0"	No
312.3	Overhead	No	Yes	16'0" x 14'0"	Yes
309.2	Overhead	No	Yes	14'0" x 14'0"	No
309.3	Overhead	No	Yes	14'0" x 14'0"	No
311.3	Overhead	No	Yes	14'0" x 14'0"	No
311.2	Overhead	No	Yes	14'0" x 14'0"	No
312.2	Overhead	No	Yes	16'0" x 14'0"	No
312.12	Overhead	No	Yes	16'0" x 14'0"	No
327.3	Overhead	No	Yes	14'0" x 14'0"	No
312.1	Overhead	No	Yes	16'0" x 14'0"	No
318.1	Rollup	Yes	Yes	10'0" x 8'0"	No
316.3	Rollup	Yes	Yes	10'0" x 8'0"	No
316.1	Overhead	No	Yes	14'0" x 14'0"	No
312.7	Overhead	No	Yes	16'0" x 14'0"	No
312.5	Overhead	No	Yes	16'0" x 14'0"	No
<b>Wheeler Car Wash</b>	Facility Contact Person	Dan Wooden	Contact Email and Phone	<a href="mailto:DCWooden@a2gov.org">DCWooden@a2gov.org</a>	734-794-6350 x 43324
Sheet A400					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
400.1	Overhead	No	Yes	14'0" x 14'0"	Yes
402.1	Overhead	No	Yes	14'0" x 14'0"	No
402.3	Overhead	No	Yes	14'0" x 14'0"	No
400.3	Overhead	No	Yes	14'0" x 14'0"	No

<b>Wheeler Fleet Maintenance Building</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
sheet a211, a212, Door Sched sheet a230					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
220.2	Overhead	No	Yes	10'0" x 14'0"	No
220.4	Rollup	Yes	Yes	10'0" x 10'0"	No
224.2	Overhead	No	Yes	14'0" x 16'0"	No
224.3	Overhead	No	Yes	14'0" x 16'0"	No
224.4	Overhead	No	Yes	14'0" x 16'0"	No
224.14	Overhead	No	Yes	14'0" x 16'0"	No
224.15	Overhead	No	Yes	14'0" x 16'0"	No
224.16	Overhead	No	Yes	14'0" x 16'0"	No
224.17	Overhead	No	Yes	14'0" x 16'0"	No
225.4	Overhead	No	Yes	14'0" x 14'0"	No
225.2	Rollup	Yes	Yes	10'0" x 10'0"	No
231.3	Overhead	No	Yes	14'0" x 14'0"	No
231.1	Rollup	Yes	Yes	10'0" x 10'0"	No
233.2	Rollup	Yes	Yes	10'0" x 10'0"	No
233.5	Overhead	No	Yes	14'0" x 14'0"	No
233.3	Overhead	No	Yes	20'0" x 14'0"	No
224.12	Overhead	No	Yes	14'0" x 14'0"	No
224.11	Overhead	No	Yes	14'0" x 14'0"	No
224.1	Overhead	No	Yes	14'0" x 14'0"	No
224.9	Overhead	No	Yes	14'0" x 14'0"	No
224.8	Overhead	No	Yes	14'0" x 14'0"	No
224.7	Overhead	No	Yes	14'0" x 14'0"	No
224.6	Overhead	No	Yes	14'0" x 14'0"	No

<b>Airport Maintenance Building - 1213 W. Ellsworth Road</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
(No Drawings)					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
Shop Bay	Overhead	No	Yes	25'0" x 16'0"	No
South Wall Vehicle Storage	Overhead	No	Yes	25'0" x 16'0"	No
North Wall Vehicle Storage	Overhead	No	Yes	25'0" x 16'0"	No
<b>Fire Station #1 - 111 N. Fifth Avenue</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
Door #1 Ann St.	Overhead	No	Yes	16'0" x 14'0"	No
Door #2 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #3 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #4 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #5 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #6 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #7 Fifth Ave.	Overhead	No	Yes	12'0" x 14'0"	No
Door #8 Shop	Overhead	No	Yes	12'0" x 13'0"	No
Door #9 Below Ground Parking	Rollup	Unknown	Yes	23'0" x 8'0"	No

<b>Fire Station #3 - 2130 Jackson Avenue</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
(No Drawings)					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
West Door	Overhead	No	Yes	14'0" x 12'0"	No
East Door	Overhead	No	Yes	14'0" x 12'0"	No
<b>Fire Station #4 - 2415 Huron Parkway</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
(No Drawings)					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
North Door (Damaged-inop)	Overhead	No	Yes	14'0" x 12'0"	No
South Door	Overhead	No	Yes	14'0" x 12'0"	No
<b>Fire Station #6 - 1881 Briarwood Circle</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
(No Drawings)					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
Rear: East Door	Overhead	No	Yes	14'0" x 14'0"	No
Rear: Middle Door	Overhead	No	Yes	14'0" x 14'0"	No
Rear: West Door	Overhead	No	Yes	14'0" x 14'0"	No
Front: East Door	Overhead	No	Yes	14'0" x 14'0"	No

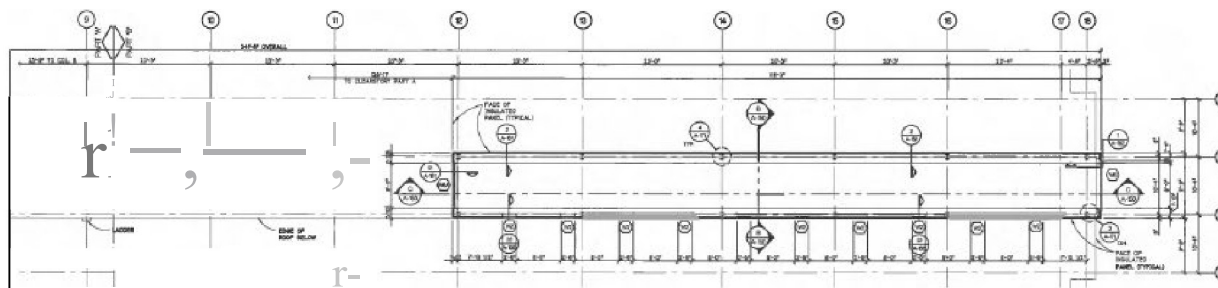
Front: Middle Door	Overhead	No	Yes	14'0" x 14'0"	No
Front: West Door	Overhead	No	Yes	14'0" x 14'0"	No
<b>Ann Arbor Municipal Center - 301 E. Huron Street</b>	Facility Contact Person	Doug Thompson	Contact Email and Phone	<a href="mailto:DoThompson@a2gov.org">DoThompson@a2gov.org</a>	734-794-6350 x 43505
(No Drawings)					
Door #	Type	Fusible Link	Motorized	Dimensions WxH	Requires (2) Spare Panels and Torsion Spring(s) On-Site (Per Size)
Ann St. Entrance Door	Rollup	Unknown	Yes	23'0" x 10'0"	No
Sally Port Door	Rollup	Unknown	Yes	23'0" x 10'0"	No



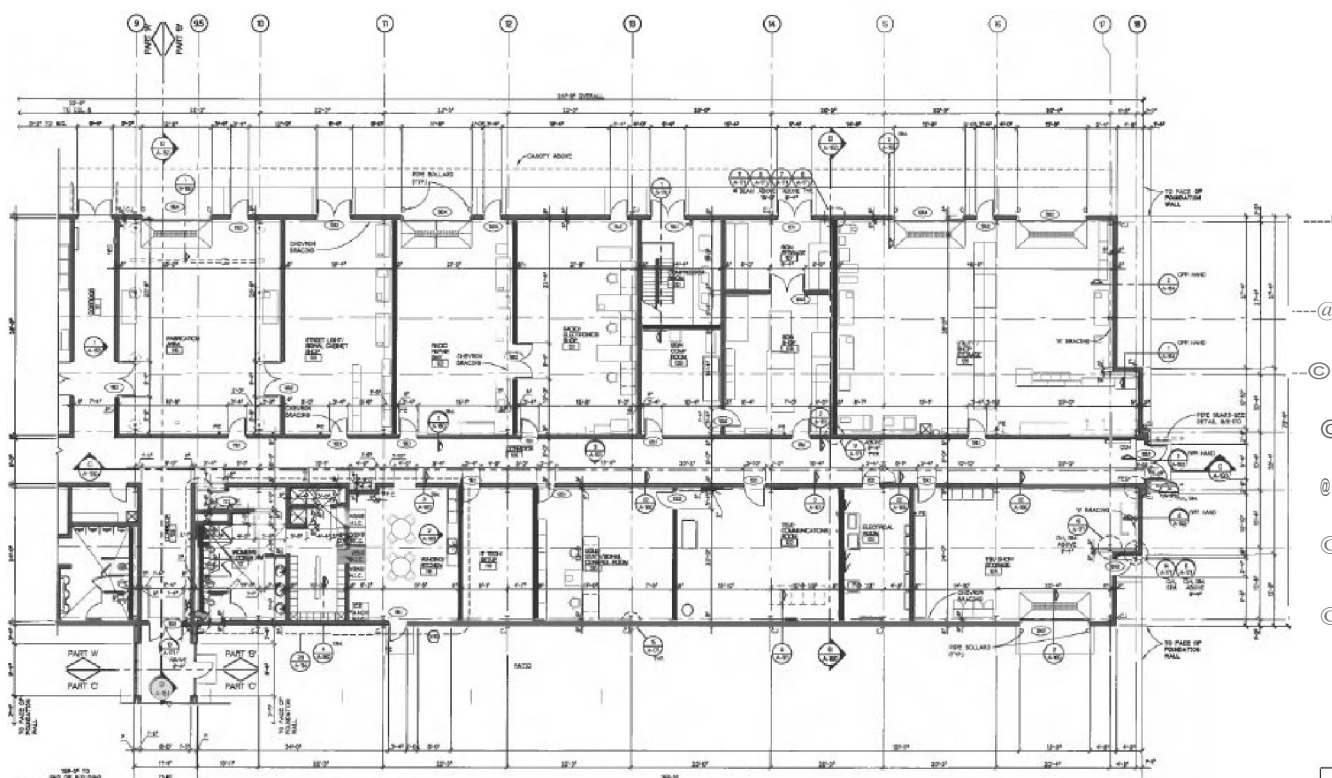








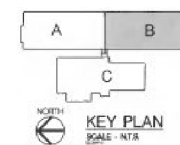
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SAR PRIMER REVIEW		0-0-0000
DATE ISSUED		
JEN, CEO		
DRAWN BY		
TIN		
CHECKED BY		



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PROQUEST

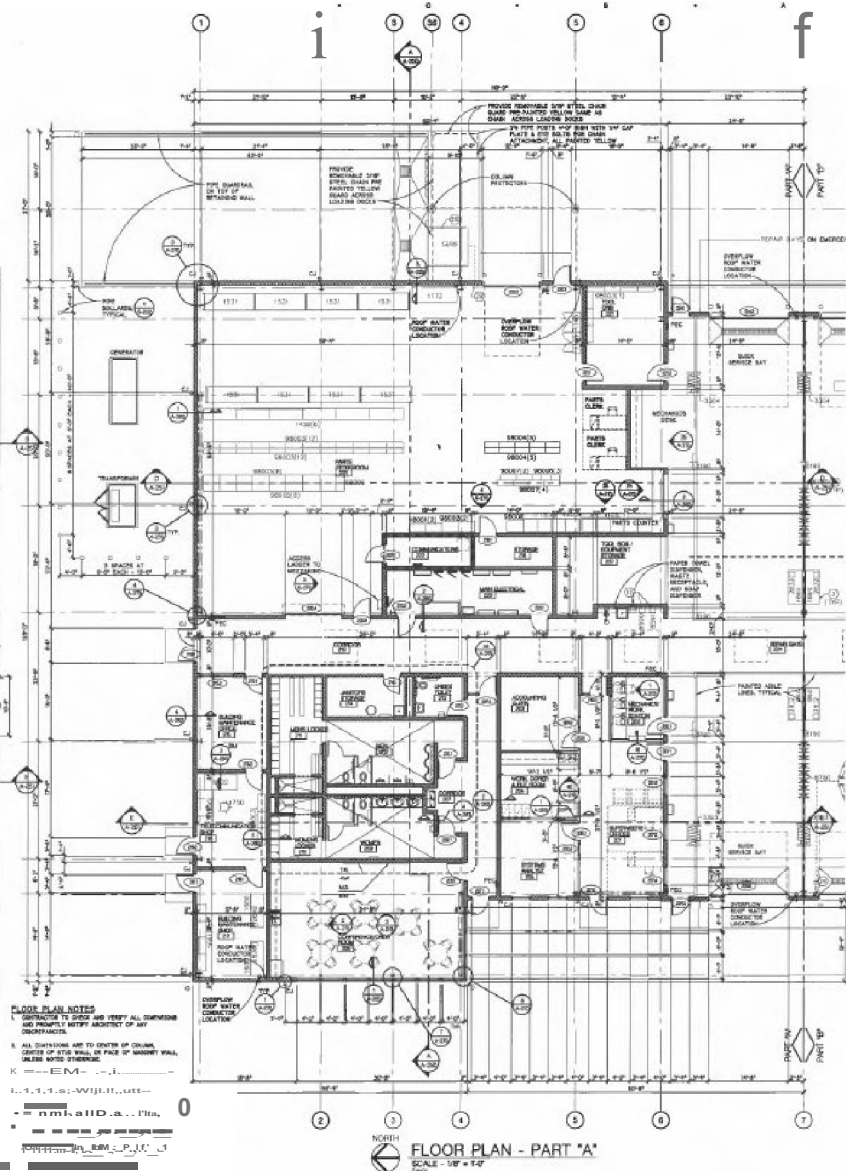
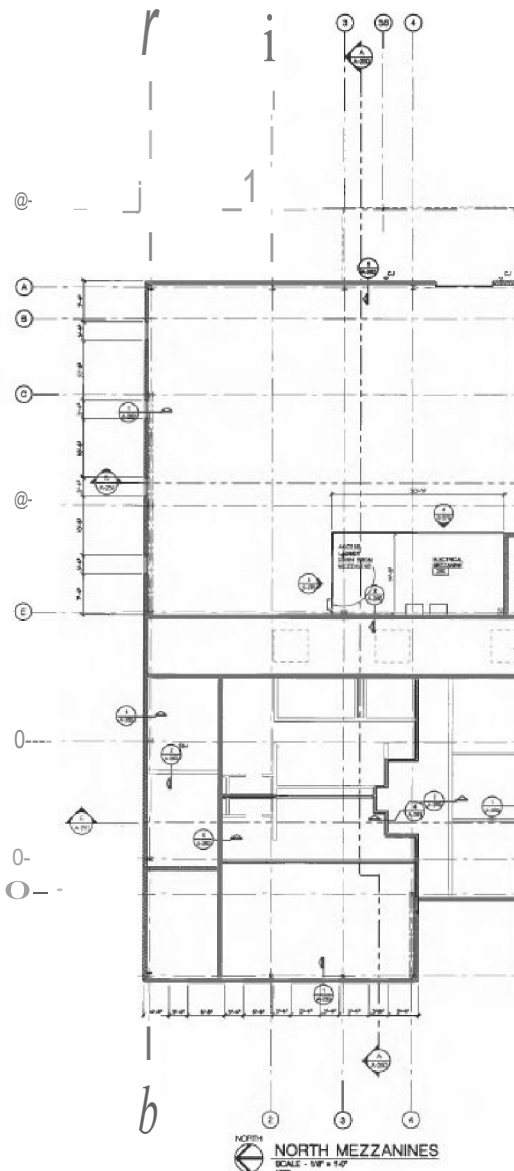
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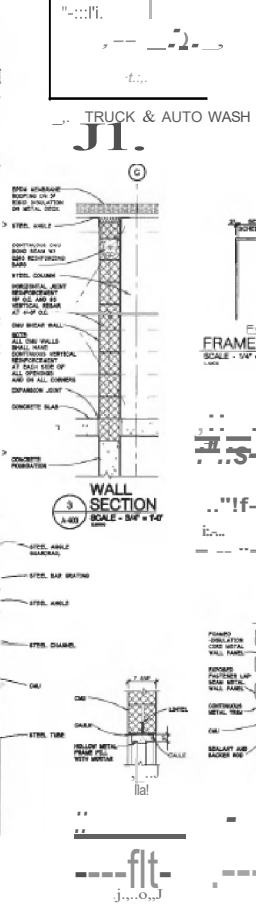
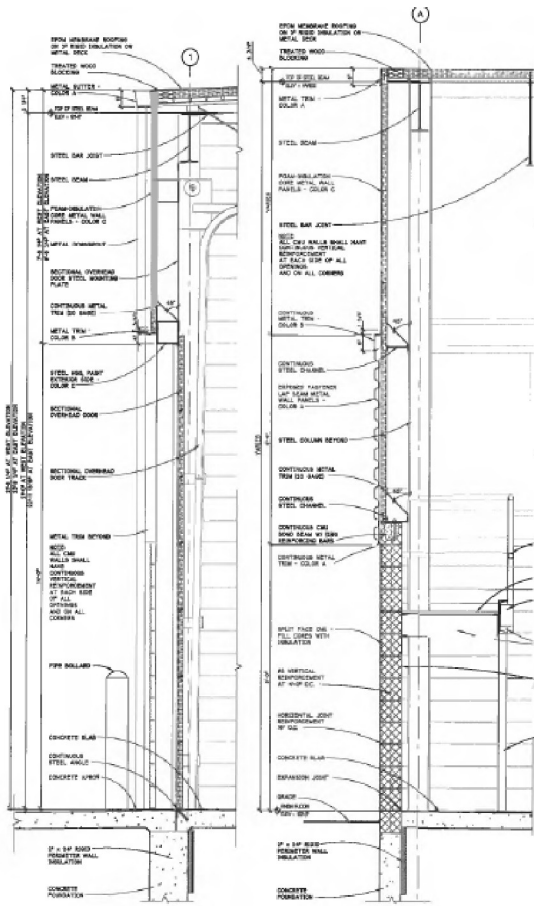
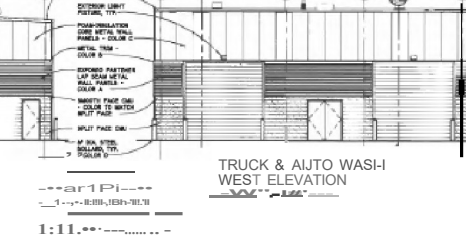
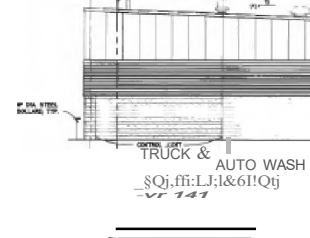
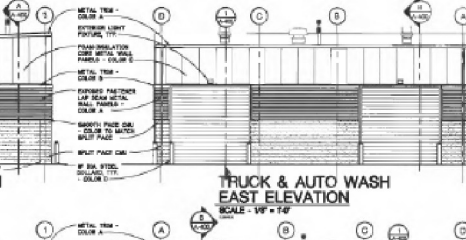
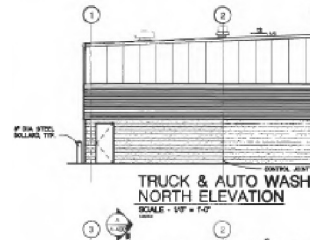
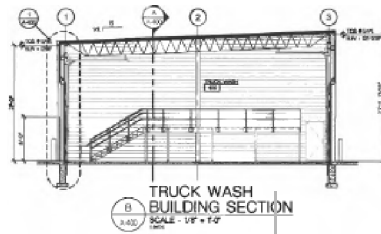
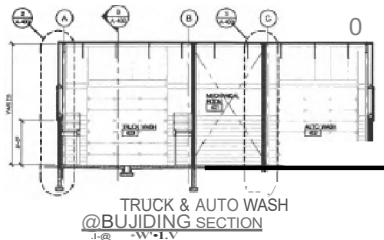




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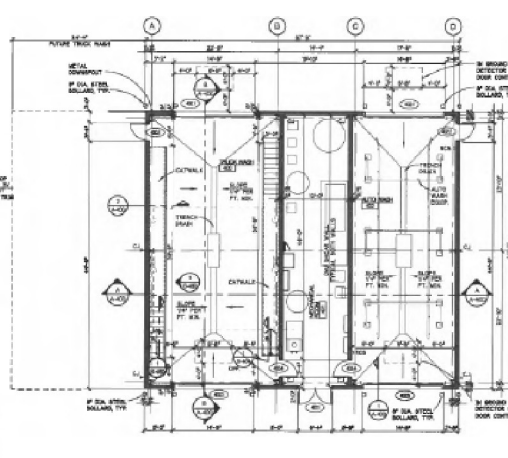


<b>PROJECT INFORMATION</b> PROJECT NAME: MAINTENANCE BUILDING FLOOR PLAN PART A PROJECT NUMBER: 05-309 PROJECT PHASE: DESIGN	
<b>DESIGNER</b> FLOOR PLAN CONTRACT SET: 14-0000 CONSTRUCTION: 11-0000	<b>DATE</b> 11-0000 11-0000 11-0000 11-0000
<b>CHECKED BY</b> PROJECT MANAGER PROJECT MANAGER PROJECT MANAGER PROJECT MANAGER	
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DC R SCHEDULE - TRUCK & CAR WASH

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	STEEL WASH	1	EA	100.00	100.00
2	WASH PUMP	1	EA	50.00	50.00
3	WASH PUMP	1	EA	50.00	50.00
4	WASH PUMP	1	EA	50.00	50.00
5	WASH PUMP	1	EA	50.00	50.00
6	WASH PUMP	1	EA	50.00	50.00
7	WASH PUMP	1	EA	50.00	50.00
8	WASH PUMP	1	EA	50.00	50.00
9	WASH PUMP	1	EA	50.00	50.00
10	WASH PUMP	1	EA	50.00	50.00
11	WASH PUMP	1	EA	50.00	50.00
12	WASH PUMP	1	EA	50.00	50.00
13	WASH PUMP	1	EA	50.00	50.00
14	WASH PUMP	1	EA	50.00	50.00
15	WASH PUMP	1	EA	50.00	50.00
16	WASH PUMP	1	EA	50.00	50.00
17	WASH PUMP	1	EA	50.00	50.00
18	WASH PUMP	1	EA	50.00	50.00
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20	WASH PUMP	1	EA	50.00	50.00
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99	WASH PUMP	1	EA	50.00	50.00
100	WASH PUMP	1	EA	50.00	50.00



## **BID FORM - PRICING**

**VENDOR NAME:** \_\_\_\_\_

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract which is anticipated to be two years or upon completion.

### **Annual Maintenance**

<b>Annual Preventative Maintenance and Condition Assessment Per Door Cost</b>	<b>Annual Visits</b>	<b>April 1, 2025 – March 31, 2026 Per Door Cost</b>	<b>April 1, 2026 – March 31, 2027 Per Door Cost</b>
	1		\$

### **Repairs**

<b>Labor / Trip Rates</b>		<b>April 1, 2025 – March 31, 2026 Hourly Rates</b>	<b>April 1, 2026 – March 31, 2027 Hourly Rates</b>
<b>Regular Time</b>	Technician	\$	\$
	Helper	\$	\$
	Trip Charge	\$	\$
<b>Overtime / Emergency</b>	Technician	\$	\$
	Helper	\$	\$
	Trip Charge	\$	\$
<b>Holiday</b>	Technician	\$	\$
	Helper	\$	\$
	Trip Charge	\$	\$

**Regular Hours** \_\_\_\_\_ a.m. - \_\_\_\_\_ p.m. **Monday - Friday**

### **Materials**

Markup percentage above cost	%
------------------------------	---

**BID FORM – REFERENCES**

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

1.

Company or City

Contact Name

Telephone Number

E-mail

2.

Company or City

Contact Name

Telephone Number

E-mail

3.

Company or City

Contact Name

Telephone Number

E-mail

## **GENERAL CONDITIONS**

### **ESTIMATED QUANTITIES**

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

### **DOWN PAYMENTS**

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

### **CONTRACT TERM**

The pricing provided for this ITB shall be firm through June 30, 2026.



## **APPENDIX A - SAMPLE CONTRACT**

### **GENERAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] Other, [TBD], [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

#### **1. DEFINITIONS**

**Administering Service Area** means [TBD].

**Contract Administrator** means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

**Deliverables** means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

**Effective Date** means the date this Agreement is signed by the last party to sign it.

**Project** means [TBD].

**Services** means [TBD] as further described in Exhibit A.

#### **2. DURATION**

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

#### **3. SERVICES**

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

#### **4. INDEPENDENT CONTRACTOR**

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **5. COMPENSATION OF CONTRACTOR**

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **6. INSURANCE/INDEMNIFICATION**

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
  - 1. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
  - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
  - 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an

additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, 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.

## **7. WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815;

and otherwise to comply with the requirements of Chapter 23.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

## **8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR**

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to

hold the City harmless for any costs or consequences of the absence of actual authority to sign.

- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

## **9. OBLIGATIONS OF THE CITY**

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

## **10. ASSIGNMENT**

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

## **11. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **12. REMEDIES**

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

### **13. NOTICE**

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

If Notice is sent to Contractor:

[TBD]  
ATTN: [TBD]  
[TBD]  
[TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor  
ATTN: [TBD]  
301 E. Huron St.  
Ann Arbor, Michigan 48104

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

### **14. CHOICE OF LAW AND FORUM**

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

### **15. OWNERSHIP OF DOCUMENTS**

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



acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

## **16. CONFLICTS OF INTEREST OR REPRESENTATION**

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **17. SEVERABILITY OF PROVISIONS**

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

## **18. EXTENT OF AGREEMENT**

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

## **19. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

SAMPLE

[TBD]

**CITY OF ANN ARBOR**

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

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

Name: [TBD] \_\_\_\_\_

Name: Milton Dohoney Jr. \_\_\_\_\_

Title: [TBD] \_\_\_\_\_

Title: City Administrator \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

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

Name: Atleen Kaur \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT B**  
**Compensation**



## Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

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

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Phone/Email Address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

## 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.



**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.

<i>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 <input type="checkbox"/> No. of employees__</i>
--

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 \$17.08/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 \$19.04/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***

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits    |

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026**

**\$17.08** per hour

If the employer provides health care benefits\*

**\$19.04** per hour

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

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

## ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**