

REQUEST FOR PROPOSAL
FOR
ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFP#777

July 2010

Due Date: August 13, 2010, On or Before 2:00 P.M.

**VILLAGE OAKS-CHAUCER COURT
DRAINAGE AREA STUDY**

City of Ann Arbor, Michigan

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Section 1

General Information

Objective

The City of Ann Arbor, Michigan is hereby soliciting sealed proposals for the purpose of selecting a qualified firm or firms to provide engineering and professional consulting services for:

VILLAGE OAKS-CHAUCER COURT DRAINAGE AREA STUDY

Issuing Office

Procurement Unit, Financial Services
City of Ann Arbor
100 N. Fifth Ave., 5th Floor
Ann Arbor, MI 48104
Phone: (734) 794-6576
Fax: (734) 994-1795

Contract Administration

Following the signing of a contract, all communication concerning the contract must be directed to:

Troy Baughman, P.E., Project Manager
Systems Planning Unit, Public Services Area
City of Ann Arbor
100 N. Fifth Ave., P.O. Box 8647
Ann Arbor, MI 48107-8647
(734) 794-6430 x43798

Questions and Additional Information

A pre-proposal meeting will be held on July 29, 2010 at 11:00 am in the fourth floor conference room of City Hall, 100 North Fifth Avenue, Ann Arbor. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning RFP#777. Any questions and answers furnished will not be official until verified in writing by the Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in writing. Copies will be provided to all in attendance. It is **mandatory** that each interested party attend this meeting. Proposals from firms that do not attend this meeting will not be considered. No individual appointments subsequent to this meeting will be held.

Additional information outlined in Section 2 will be available upon request. These materials may be reviewed by appointment and digital files may be purchased for \$5.00 per CD.

Proposals

Twelve (12) copies of the proposal shall be submitted. The proposal shall be no more than 50 pages **total** in length, printed in a double-sided format. The information included therein should be as concise as possible. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for proposals and/or separate fee proposals must be marked "**Village Oaks-Chaucer Court Drainage Area Study, RFP#777**" in bold type. The proposals must be submitted to the Procurement Office on the 5th floor of City Hall, 100 North Fifth Avenue, Ann Arbor, Michigan.

To be considered, each firm must submit a complete response to this RFP using the Format found in Section 3 of this RFP. No other distribution of proposals is to be made by the submitter. Appendix A of this RFP, Legal Status of Proposer, Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. An official, authorized to bind the submitter to its proposal provisions, must sign each proposal copy in ink.

Each proposal must remain valid at least ninety (90) days from the due date of this RFP.

Selection Criteria

Responses to this RFP will be evaluated using a point system, described in Section 3. The evaluation will be completed by a Selection Committee composed of staff members from various units of the City and representatives from the Village Oaks-Chaucer Court neighborhoods.

The Selection Committee will initially evaluate responses to the RFP, based on criteria included in Section 3, to decide which Proposer(s), if any, they will interview. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Proposer(s) selected will be opened and reviewed before the interview(s). The selected Proposer(s) will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan, and fee proposal during the interview process. To decide the most qualified, capable and cost-effective Proposer, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

Changes in the RFP

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals. The person making the request shall be held responsible for its prompt delivery.

The City's staff will make such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, only as an RFP addendum. Staff will mail or deliver addendums to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become a part of the RFP. Proposers should consider issued addendums in preparing his or her proposal. Only bulletins duly issued by the City shall be binding.

Proposal Receipt

Proposals must be received by the City of Ann Arbor, Procurement Unit, 5th Floor, City Hall, 100 N. Fifth Ave., Ann Arbor, Michigan 48104 on or before 2:00 pm on August 13, 2010. Prospective submitters are responsible for the timely receipt of their proposal. All proposals become the property of the City of Ann Arbor once reviewed, whether awarded or rejected. Late proposals will not be considered or accepted.

Disclosures

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

Type of Contract

Consultants selected to do business with the City of Ann Arbor will be required to execute the standard Professional Services Agreement with the City (a sample agreement is included with this RFP). **The City will not entertain requests to revise, amend, or change the language of the standard Professional Services Agreement.** Proposal submitters must base their proposal on the assumption that, if selected, they will execute the Professional Services Agreement.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

Schedule

The following is the solicitation schedule for this procurement.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	July 29, 2010
Proposal Due Date	August 13, 2010
Interview Consultants	September 8-14, 2010
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	September 15-28, 2010
City Council Authorization of PSA	October 18, 2010
PSA Execution, Award and Notice to Proceed	November 2, 2010

Note: The above schedule is for informational purposes only, and is subject to change at the City's discretion.

The approximate project duration shall be six (6) months. However, proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

Non-Discrimination by City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Procurement Unit prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to 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 race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Unit concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Procurement Unit as having fulfilled affirmative action requirements for a period of six (6) months at which time the Procurement Unit will conduct another review. Other firms shall develop an affirmative action program in conjunction with the City of Ann Arbor's Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

Living Wage

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

Independent Fee Determination

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
 - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

Reservation of Rights

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

Non-Disclosure Agreement

The consultant selected for this work will sign a Non-Disclosure Agreement. A sample agreement is included with this RFP.

Section 2

Scope of Work

INTRODUCTION AND BACKGROUND

The City of Ann Arbor, Michigan, is seeking proposals from qualified consultants to perform a drainage area study and recommend stormwater improvements (as further described below) to the Village Oaks – Chaucer Court drainage basin. Historically during heavy rain events, backyard (and basement) flooding has occurred between the west edge of the Village Oaks Subdivision and the east edge of the Lansdowne Subdivision near Chaucer Court. The residents of the area report that even during more frequent, less intense rain events there is still substantive overland flow in this same area. A map of the general project location is included in Appendix D.

In 1989, a drainage study (Chaucer Court Storm Sewer Study, Dated 12/1989) was performed in response to reported basement flooding which had occurred in the spring of that year on Chaucer Court, in Lansdowne Subdivision No. 3. That investigation led to the construction of a relief storm sewer (City file no. 89067) which was completed in 1991. A copy of the Chaucer Court Storm Sewer Study, Dated 12/1989 is included in Appendix D.

The most recent flooding occurred during the June 5-6, 2010 storm event which led to backyard flooding in this area as well as basement flooding. City staff has met with residents of the Village Oaks – Chaucer Court area regarding recent and past excessive overland flow. Known contributing sources of increased stormwater include, but may not be limited to, the additive effects of nearby property development upstream of and at higher elevations from the affected area. The June 5 – 6, 2010 storm exists on a continuum with ongoing stormwater drainage issues.

INFORMATION AVAILABLE

- The design details and “as-built” plans for public storm sewer along lots downstream to Malletts Creek
- Calibrated 30-day radar rainfall data (when completed)
- As-built plans for adjacent public streets and storm sewers
- InfoSWMM files for City Stormwater System
- Available City GIS Layers:
 - 2-foot contours (LiDAR Based)
 - Wetlands
 - Woodlands
 - Aerial Photography (1947, 1993, 1997, 2002, 2006, 2009)
 - Storm System
 - Parcels
 - Soil Survey
 - Impervious and Pervious Areas
- The approved plans for the private, on-site storm water systems in the developments upstream of Village Oaks and for the Village Oaks Subdivision itself
 - The Meadows
 - Country Place
 - Karrington of Ann Arbor (Sunrise)
 - Village Oaks Subdivision
 - South Main Professional Center

SCOPE ITEMS

The consultant will be responsible for conducting a comprehensive drainage area study, including the following elements:

A. EXISTING SITE CONDITIONS

1. Delineate the Village Oaks-Chaucer Court drainage basin terminating at the outlet to Malletts Creek
2. Determine drainage patterns throughout the Village Oaks-Chaucer Court drainage basin
3. Perform soil borings to determine current soil type/condition and infiltration capabilities within the drainage basin
4. Check if all properties along drainage paths have positive drainage at all points from homes
5. Review city's impervious data to determine contributory flows into the various storm water drainage routes and systems
6. Compare present condition of The Meadows, Country Place, Karrington of Ann Arbor (Sunrise), Village Oaks Subdivision and South Main Professional Center (if within the drainage basin) to their approved final preliminary plat/site plan in terms of quantity of impervious area

B. EXISTING STORMWATER MANAGEMENT SYSTEMS

1. Analyze the 1989 Chaucer Court Storm Sewer Design (City file no. 89067).
 - a. Compare design to present conditions
 - b. Determine size of “design storm” for in-place system
2. Evaluate existing condition and capacity of the detention facilities upstream of Chaucer Court - - The Meadows, Country Place, Karrington of Ann Arbor (Sunrise), Village Oaks and South Main Professional Center (if within the drainage basin). Compare capacity with approved capacities required with site plans/final preliminary plans. Coordinate efforts for this task with *Stormwater BMP Evaluation/Retrofit Assessment* project being administered by the Washtenaw County Water Resources Commissioner's Office.
3. Use SWMM (Stormwater Management Model) to analyze the cumulative effects of the existing overland and piped flows within the entire drainage basin. Calibrated 30-day radar data (based on rain gauge data for June 5-6, 2010 storm event) will be provided by City. Calibrate model based on documented response for June 5-6, 2010 storm event. At a minimum the evaluation must include the following storm events:
 - a. 20% annual chance (5-year);
 - b. 10% annual chance (10-year); and
 - c. Equivalent to the storm event which occurred on June 5-6, 2010 with saturated soil conditions.
 - d. City's August 1998 Storm Event

C. PUBLIC ENGAGEMENT

1. Develop an “Outreach and Engagement Strategy” in order to facilitate interaction and input with neighbors during the information gathering, information sharing, analysis, and development of recommendations phases of the project. The Outreach and Engagement Strategy should anticipate multiple opportunities for interaction and input and may include
 - The formation of a Technical Advisory Committee to guide the project and direct the project team on sources of background information, to review assumptions and provide feedback at important project milestones.
 - Stakeholder involvement in a series of meetings to gather and share information, and to gather input. The purpose of the meetings will be: to initiate contact and surface issues about how each participant is affected by the drainage basin; to inform participants in the methods and functions of potentially available stormwater management systems; to discuss issues and opportunities; and, to review alternative recommendations.
2. Document all outreach and engagement activities in a written, summary document. This includes the documentation of all meetings, one-on-one interviews, phone calls, and email exchanges

D. RECOMMENDATIONS

1. Recommend modifications to existing stormwater management systems, both private and public, to reduce to the greatest degree practical the frequency and volume of overland flow within the drainage basin. Recommendations must respond to a storm of a character of the documented event of June 5-6, 2010, and to excessive overland flow during storms of lesser severity, as noted above. Anticipated recommendations may include, but not be limited to:
 - Reduce/Divert/Store runoff within drainage basin
 - Retrofit of existing stormwater management systems to improve capacity and discharge rates
 - Relief or emergency overflow for drainage basin
 - Incorporate Best Management Practices (BMP) to improve stormwater management
2. Utilize calibrated model to validate recommended improvements.
3. Evaluate and recommend modifications to private homes/properties to reduce likelihood of basement flooding/impacts during major rain events
4. Prepare cost estimates for all recommended improvements

INTENT OF PROPOSED SCOPE

Additional work necessary to meet the intent of the proposed scope of work should be included in Proposals.

SECTION 3 INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope)**
- E. Authorized Negotiator
- F. Appendices

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel. Qualifications and capabilities of any subconsultants must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.

B. Past involvement with Similar Projects - 20 points

The written proposal must include a list of specific experiences by the proposed project team members within the past five (5) years in the following areas:

1. Experience in Watershed Management Plans
2. Experience in Stormwater Management Systems Design
3. Experience in Low Impact Development Practices
4. Experience utilizing SWMM Modeling Software
5. Experience in Applied GIS Applications and Databases
6. Experience in Public Engagement Processes

The proposal must also indicate proven ability to complete similar projects within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the design is to be included in this section.

A list of references for all projects described in this section must be included. The list shall include contact name, owner name, address, and phone number.

C. Proposed Work Plan - 40 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

1. Fee quotations shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Appendix C in Section 4 of this RFP

E. Authorized Negotiator

1. Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

F. Appendices

1. Appendix A (Legal Status of Proposer), Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

G. Proposal Evaluation

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.
2. The Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation of approximately forty-five (45) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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

SECTION 4

APPENDICES

Appendix A - Legal Status of Proposer

Appendix B - Example Professional Service Agreement with Exhibits

Appendix C – Non-Disclosure Agreement

Appendix D – Village Oaks - Chaucer Court Drainage Study Map

Appendix E – Chaucer Court Storm Sewer Study, Dated 12/1989

APPENDIX A

LEGAL STATUS OF PROPOSER

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

* 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 proposal, is authorized to execute contracts.

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

_____	_____
_____	_____
_____	_____
_____	_____

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

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal: _____
(Initial Here)

**APPENDIX B
AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and _____

("Consultant") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means _____.
Project name; File and Subfile No.

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

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

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

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be

obtained in the following minimum amounts:

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

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

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

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

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

- C. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 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 and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.

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

VII. WARRANTIES BY THE CONSULTANT

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

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years,

continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

- A. The Consultant 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, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

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

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant 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 Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

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

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____
Type name

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Roger W. Fraser, City Administrator

Sue F. McCormick,
Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

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

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

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

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

EXHIBIT D
LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
 - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization,

and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.

- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.
- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

* * * * *

1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

* * * * *

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
 - (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work study, volunteer/public service, or internship program.

* * * * *

APPENDIX C

NON-DISCLOSURE AGREEMENT BETWEEN (Consultant) AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, (Consultant) (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of (Project).

It is hereby agreed:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information, based on Receiver's request for the Water Supply System:

(details of information to be given to the Consultant)

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files

together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

(Consultant)

By: _____
Roger W. Fraser Date
Its: City Administrator

By: _____ Date
Print Name: _____
Its:

Approved as to substance:

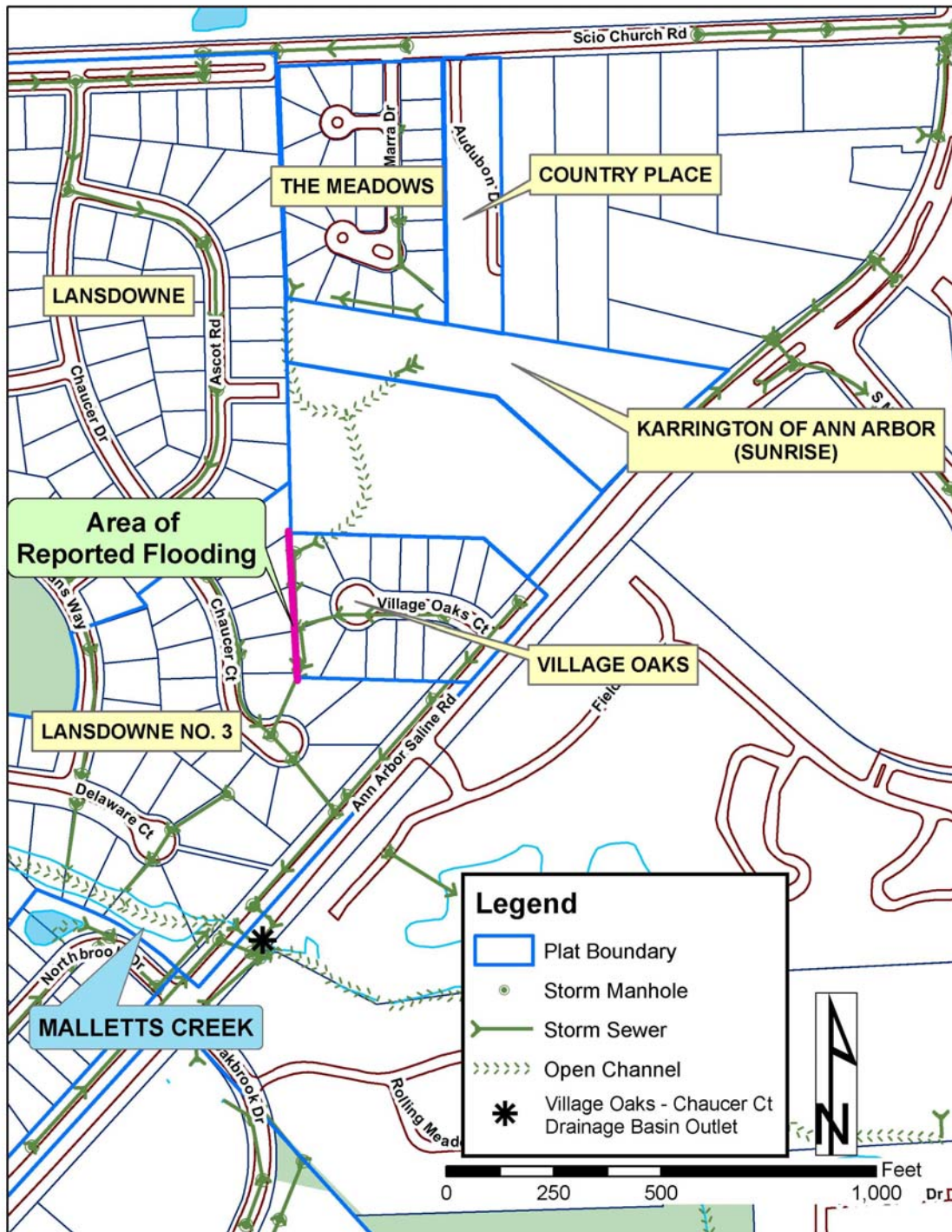
Sue F. McCormick
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney

APPENDIX D

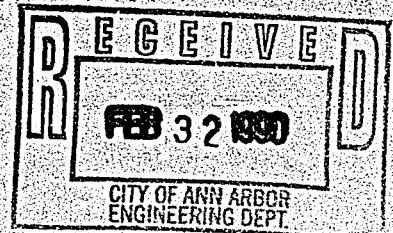
Village Oaks - Chaucer Court Drainage Study



APPENDIX E

(Chaucer Court Storm Sewer Study, Dated 12/19)

SEE FOLLOWING 7 PAGES



**CITY OF ANN ARBOR
CHAUCER COURT STORM SEWER
STUDY**

FOR

**CITY OF ANN ARBOR
ENGINEERING DEPARTMENT
100 NORTH FIFTH AVENUE
ANN ARBOR, MICHIGAN 48107-8647**

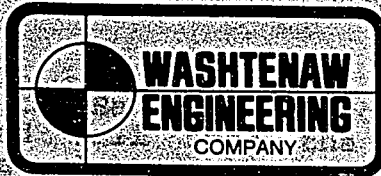
DECEMBER, 1989

PREPARED BY:

**WASHTENAW ENGINEERING COMPANY
3250 WEST LIBERTY ROAD
ANN ARBOR, MICHIGAN 48106-1204
313-761-8800**

Our investigation of the existing conditions at this location have only confirmed the findings of the City of Ann Arbor Engineering Department. Based upon these findings, we have concluded there is a need for a relief storm sewer to service the inland watershed area which will increase the undersized and overloaded Chaucer Court sewer thereby providing additional capacity to service the inland watershed area and eventually serve at least a portion of the existing flooding conditions. We are proposing that the relief storm sewer replace a portion of the Chaucer Court Storm sewer and run from the north side of Village Oak Subdivision through the detention basin, between lots 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

N. N. FAHRNER
W. F. LEWIS



CIVIL ENGINEERS • PLANNERS • SURVEYORS

December 29, 1989

City of Ann Arbor

100 North Fifth Avenue

Box 8647

Ann Arbor, Michigan 48107

Attn: Sabah Yousif, P.E.

RE: Chaucer Court Storm Sewer

Dear Mr. Yousif: A relief storm sewer has been predicated on the concept that all of the upland watershed area is subject to the storm water detention ordinance. During the spring of 1989 several properties on Chaucer Court, in Lansdowne Subdivision No. 3 reported basement flooding. An investigation by of the City of Ann Arbor Engineering Department indicated that the flooding appeared to be due to two separate, but related sources. The flooding which occurred on the west side of Chaucer Court involved the backup of storm water through the footing drains; whereas flooding which occurred on the east side of Chaucer Court directly related to overland flow entering a basement window. The Engineering Department investigative team concluded that the flooding which occurred on the west side of Chaucer Court probably was due to storm sewer backing up into footing drains and into the basements whose elevations are at or below the high water level of the ponds which have been constructed on the Pittsfield-Ann Arbor Drain; whereas the flooding which occurred in the basements of the buildings on the east side of Chaucer Court was due to the inability of the existing storm sewer system to handle the discharge from the Village Oaks Subdivision detention basin, which controls the runoff from the Village Oaks Subdivision as well as approximately 20.7 acres of upland watershed.

Our investigation of the existing conditions at this location basically confirms the findings of the City of Ann Arbor Engineering Department. Based upon these findings, we have concluded there is a need for a relief storm sewer to service the upland watershed area which will bypass the undersized and overloaded Chaucer Court sewer, thereby providing additional capacity to service the upland watershed area and immediately solve at least a portion of the existing flooding conditions. We are proposing that the relief storm sewer replace a portion of the Chaucer Court Storm sewer and run from the north line of Village Oak Subdivision through the detention basin, between lots 374 and 375 of Lansdowne Subdivision, to the center of Chaucer Court cul-de-sac, thence southerly to Saline Ann Arbor Road between lots 377 and 378 in an existing utility easement and thence southwesterly along the north side of Saline-Ann Arbor Road to a point just north of the Pittsfield Ann Arbor Drain, thence northerly under Saline-Ann Arbor Road through an existing storm sewer which is a part

**CHAUCER COURT RELIEF STORM SEWER
DESIGN REPORT**

of the Saline-Ann Arbor Road Storm sewer system to discharge through a head wall into the drain on the east side of Saline-Ann Arbor Road. The existing storm sewer which now services Chaucer Court will be bulk-headed up stream from lots 374 and 379 and all of the runoff currently collecting in the cul-de-sac of Chaucer Court will be rerouted to the relief storm sewer. This plan will allow the existing storm sewer which runs between the Pittsfield-Ann Arbor Drain and Chaucer Court to be used to service only the footing drains from the Chaucer Court property and any future problems which might occur with this system would then be attributable to the high water level of the ponds in the Pittsfield Ann Arbor Drain, which will be a separate issue to be addressed at a later date, if in fact a problem persists.

The design for the Chaucer Court Relief Storm Sewer has been predicated on the concept that all of the upland watershed area as it develops, will be subject to the Storm Water Detention Ordinance and therefore detention basin capacity will be provided that will restrict the runoff to a maximum of 0.2 cubic feet per second per acre of undeveloped land. At the present time the three developed parcels in the watershed area have detention basins in place with the discharge restricted to a 0.2 cfs/access. Using this design criteria and the determination of the total contributing area as outlined by topographical maps we have concluded that a storm sewer of sufficient capacity can be constructed as indicated for total cost of approximate \$89,000.00 dollars including Construction costs, Engineering design, Inspection and Administration. Plans and specifications are currently being prepared so that bids may be taken for the construction of the Chaucer Court Relief Storm Sewer early in 1990.

If you have any questions regarding this matter, please contact the undersigned.

Very truly yours,



W. F. Lewis, P.E.,

Washtenaw Engineering Company.

cc: File (2)

Q TO 1-1 FROM EXISTING STORM SEWER	=	13.07 CFS
Q TO 1-1 FROM CHAUCER COURT STORM SEWER	=	9.59 CFS
		22.66 CFS
Q TO 1-1 FROM FUTURE DEVELOPMENT ON ANN ARBOR-SALINE ROAD	=	0.00 CFS
TOTAL Q OUT OF 1-1	=	22.66 CFS

DISCHARGE FROM EXISTING 24" STORM DRAIN @ 0.524 FPM Q = 14.12 CFS
 REPLY EXISTING 24" WITH 26" RCP @ 0.275 Q = 33.54 CFS
 FOR EXISTING 24" STORM LINE BETWEEN 1-1 TO 2-1 Q = 24.30 CFS
 (0.0341)

DESIGN APPROXIMATE

89067.22

CHAUCER COURT STORM SEWER CALCULATIONS

ACREAGE TO POINT (R-6)

250-005	2.00
250-006	2.00
250-009	5.24
250-010	4.19
COUNTRY PLACE	2.01
THE MEADOWS	5.30
	<u>20.74</u> ACRES

FLOW Q = $0.2 \times 20.74 = 4.14$ CFS TO r-10

ACREAGE TO POINT (r-10)

VILLAGE OAKS SUBDIVISION	3.29
ACREAGE FROM POINT (R-6)	<u>20.74</u>
	24.03 ACRES

FLOW Q = $0.2 \times 24.03 = 4.81$ CFS TO R-3

ACREAGE TO POINT (R-2)

LANSLOWNE #3 LOTS	
375, 376, 377, 378	1.84
ACREAGE FROM POINT(r-10)	<u>24.03</u>
	25.87 ACRES

FLOW Q = $0.2 \times 25.87 + \text{FLOW FROM 12" RCP @ 0.25\% IN CHAUCER CT.}$

FLOW Q = $0.2 \times 25.87 + 1.8 = 6.97$ CFS TO R-1

FLOW FROM

CUL-DE-SAC = $0.9 \times 5 \times 0.56 = \frac{2.53 \text{ CFS}}{9.49 \text{ CFS}}$

ACREAGE OF ANN ARBOR SALINE ROAD DRAINING INTO SEWER @ R-1

LENGTH = 1820 LF RIGHT-OF-WAY WIDTH 93 FEET

ACREAGE = 3.88

AVERAGE C

PAVED AREA	=	65 X 1820	=	118300 X .9	=	106470
UNPAVED AREA	=	28 X 1820	=	50960 X .3	=	<u>15288</u>
						121758

C = $\frac{121758}{169260} = .72$ T = 12 MINUTES I = $175/T+23 = 5$

Q = CIA = $.72 \times 5 \times 3.88 = 13.95$ CFS

Q TO R-1 FROM EXISTING STORM SEWER = 13.97 CFS

Q TO R-1 FROM CHAUCER COURT STORM SEWER = 9.58 CFS

23.55 CFS

Q to R-1 FROM FUTURE DEVELOPMENT ON

ANN ARBOR-SALINE ROAD

= 0.9 CFS

TOTAL Q OUT OF R-1

= 24.45 CFS

DISCHARGE FOR EXISTING 24" STORM SEWER @ 0.52% FLOW Q = 16.32 CFS

REPLACE EXISTING 24" WITH 36" RCP @ 0.27% Q = 34.64 CFS

FOR EXISTING 24" STORM LINE BETWEEN r-1 TO r-11 = 31 CFS

SINCE r-14 TO r-11 IS SHORT OPEN ENDED LINE (SLOPE CONSIDERED IS 1.88%)

DESIGN ADEQUATE

REVISED 02/20/90

ENGINEER'S ESTIMATE
CITY OF ANN ARBOR
CHAUCER COURT STORM SEWER
ESTIMATED QUANTITIES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1)	15" C-76 CLASS IV (BEDDING AS SHOWN ON PLANS)	170.0	LF	\$ 26.00	\$ 4,420.00
2)	18" C-76 CLASS IV (BEDDING AS SHOWN ON PLANS)	356.0	LF	\$ 30.00	\$ 10,680.00
3)	30" C-76 CLASS IV (BEDDING AS SHOWN ON PLANS)	229.0	LF	\$ 50.00	\$ 11,450.00
4)	36" C-76 CLASS IV (BEDDING AS SHOWN ON PLANS)	287.0	LF	\$ 65.00	\$ 18,590.00
5)	TYPE I MANHOLE	3.0	EA	\$ 1200.00	\$ 3,600.00
6)	TYPE II MANHOLE	3.0	EA	\$ 1500.00	\$ 4,500.00
7)	15" CONCRETE END SECTION W/GRATE	1.0	EA	\$ 800.00	\$ 800.00
8)	WATERLINE RELOCATION	2.0	EA	\$ 3000.00	\$ 6,000.00
9)	DITCH CONSTRUCTION	25.0	LF	\$ 5.00	\$ 125.00
10)	4' EXCELSIOR MAT	12.0	SY	\$ 5.00	\$ 60.00
11)	TOPSOIL SURFACE 3"	1.0	LS	\$ 1000.00	\$ 1,000.00
12)	SEED, FERTILIZER & MULCH	1.0	LS	\$ 30.00	\$ 30.00
13)	CLASS A SOD	1.0	LS	\$ 970.00	\$ 970.00
14)	EROSION CONTROL	1.0	LS	\$ 250.00	\$ 250.00
15)	CLEANUP	1.0	LS	\$ 500.00	\$ 500.00
16)	PIPE UNDERCUT & REFILL	100.0	CY	\$ 6.00	\$ 600.00
17)	MINOR TRAFFIC CONTROL	1.0	LS	\$ 1500.00	\$ 1,500.00
18)	GENERAL CONDITIONS	1.0	LS	\$ 3500.00	\$ 3,500.00

SUB-TOTAL \$68,575.00

ENGINEERING & CONTINGENCIES - 30% \$20,573.00

TOTAL ESTIMATED COST \$89,148.00

THE MEADOWS
KETELAAR ASSOCIATES

JANE MYERS
2190 SALINE-ANN ARBOR RD.
ANN ARBOR, MI 48103

MARY PACKARD
2250 SALINE-ANN ARBOR RD.
ANN ARBOR, MI 48103

-009
5.24 Ac.

-007
2.01 Ac.

COUNTRY PLACE

AUDUBON

ASCOT ROAD

LAMBETH DRIVE

CHAUCER COURT

R-6

R-4

R-10

R-3

R-2

R-1

VILLAGES OF

VILLAGES OF

VILLAGES OF

VILLAGES OF

VILLAGES OF

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13

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**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/994-2719

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

City of Ann Arbor

**LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.71/hour when health care is provided, or no less than \$13.06/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2010.
- b) Please check the boxes below which apply to your workforce:
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
- OR**
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax: 734/994-1795

→ **RATE EFFECTIVE APRIL 30, 2010-ENDING APRIL 29, 2011**←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.71 per hour

if the employer provides health
care benefits*

\$13.06 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:***

**Dee Lumpkin, Procurement Assistant
734/794-6576 or dlumpkin@a2gov.org**