



January 24, 2012

CITY OF ANN ARBOR
INVITATION TO BID
CTN STUDIO AND CONTROL ROOM UPGRADE
BID NO. ITB-4200

GENERAL: The City of Ann Arbor's Purchasing Unit is soliciting bids for a high definition studio upgrade installation and integration as specified below to the City's existing Community Television Network (CTN) Facility. The Purchasing Unit will accept sealed bids **before 10:00 A.M., Friday, February 17, 2012**, at which time they will be opened and publicly read aloud. No bidder may withdraw their bid within 60 days after the date set for the opening thereof. Respondents agree to honor their bids for a period of 90 days from the bid due date. All bids become the property of the City of Ann Arbor once received, whether awarded or rejected. **Late bids will not be considered.**

CONTACT PERSON: If there are any questions concerning this bid, please contact Ralph Salmeron at rsalmeron@a2gov.org. Deadline for questions is February 10, 2012 at 3:00 P.M.

COPIES OF BID: The bidder will be required to return the original plus four (4) copies of the bid along with warranty and support information. The originals must be clearly marked "ORIGINAL". All envelopes must be clearly marked "CTN STUDIO UPGRADE, ITB #4200". We cannot be responsible for any bid not marked as stated.

COMPLIANCE REQUIREMENTS: If total costs of all services rendered by the selected Bidder to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this bid, Bidder will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this bid to the City by the Bidder exceed \$25,000, City Council approval will be required. We have enclosed our Human Rights Contract Compliance and Living Wage Compliance Forms to be filled out and returned with your bid. Submittal of these forms with your bid is a requirement of this bid.

NON-DISCRIMINATION BY CITY CONTRACTOR(S): All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex. (See excerpt of Fair Employment Practice in Attachment A).

LIVING WAGE: All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. (See excerpt of Chapter 23 of Ann Arbor City Code in Attachment B.)

SALES TAXES: Under State Law, the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. No extra payment will be allowed under the Contract for failure of the Contractor to make proper allowance for taxes it must pay.

COST LIABILITY: The City accepts no financial responsibility for costs incurred by any Bidder in responding to the solicitation. By responding to the solicitation, the bidder agrees to not hold the City responsible if parties other than the City obtain material from its submission without their consent.

CONFLICT OF INTEREST: Bidder certifies it has no financial interest in the products or services to be provided under this agreement other than the compensation specified in the bid. Bidder 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 requirements under the bid.

INDEPENDENT COST DETERMINATION:

1. By submission of a bid, the submitter certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:
 - a. They have arrived at the costs in the bid independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other bid submitter or with any competitor.
 - b. Unless otherwise required by law, the costs that have been quoted in the bid 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 bid submitter to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
2. Each person signing the bid certifies that he or she is the person in the bid submitter's organization responsible within that organization for the decision as to the fees being offered in the bid and has not participated (and will not participate) in any action contrary to 1.a, b, or c above.
3. A bid will not be considered for award if the sense of the statement required in the Cost Analysis portion of the bid has been altered so as to delete or modify 1.a, c, or 2 above. If 1.b has been modified or deleted, the bid will not be considered for award unless the submitter furnishes with the bid 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.

DEVIATIONS FROM SPECIFICATIONS: Any deviations from each sub-section of the specifications must be fully described on Page 7 of this bid, or with an attached sheet, noting whether it meets or exceeds the City's specifications.

PRE-BID WALK-THRU: A one-hour site review for each Bidder will be scheduled from Monday, January 30, 2012 through Friday, February 3, 2012 on a first-come, first-serve basis. The reviews will be at Community Television Network, 2805 S. Industrial Hwy., Suite 200, Ann Arbor, Michigan. To arrange a walk-through call Ralph Salmeron at 734-794-6150 x41510. Attendance will be limited to 3-4 persons per Bidder. Site reviews will be scheduled through the bid contact person (above).

PROJECT SPECIFICATION

The Project Requirements are intended to provide the general description of the work to be performed, the equipment to be provided, the features of the new equipment, and the expectations of the City for the selected vendor to meet.

The project requirements are not intended to specify each detail of each piece of equipment rather, the general equipment needed that the City understands will be required to be supplied by the vendor.

The selected vendor will be responsible for ensuring that the equipment works as intended and that all equipment, labor, and set up time has been allowed for in the proposal to ensure the City is provided with a completely functional system for CTN (i.e., installation, support, and troubleshooting) even if the City has not specified each piece of equipment to be procured.

Upgrade CTN's Studio Cameras and Control Room from Standard Definition to High Definition

CTN needs to upgrade their main studio to be capable of recording in both high definition and standard definition by replacing their existing cameras and specified control room equipment. All specified equipment to be integrated with existing studio components which include a NewTek TriCaster 850, AVID Media Composer Network Computer, Mackie audio mixer, and other components.

SPECIFICATIONS: Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation, and/or standard adherence. An alternate, Alternate A, for Studio Camcorders has been included. Additional alternate suggestions may be offered if deviations from specifications are minor and if all deviations are properly outlined on Page 4 or with an attached sheet. Failure to outline all deviations may be grounds for rejection of your bid.

STUDIO CAMCORDERS

| | |
|---------------------|---|
| Three (3) HXC-D70K | Sony HXC-D70H HD C-MOS Camera Head + VF(L package) with 16x Auto Focus Lens including: Viewfinder (HXC-D70K/D70L only), Microphone (HXC-D70K/D70L only), Windscreen (HXC-D70K/D70L only), Len Mount Cap, Flange Back Adjustment Chart, Operating Instructions, CD-Rom |
| Three (3) HXCU-D70 | Sony HD Camera Control Unit |
| Three (3) DXF-C50WA | Sony 5" LCD Color Viewfinder |
| Three (3) MS01/X1 | Fujinon MS01/X1 Semi-Servo Rear Lens Control Kit – Fujinon Studio Lenses |
| Three (3) CCZAD-25 | Camera Cable with SDI Out – 25 Meters |
| Three (3) CCZZ1B | Bulk Head Connector for CCZ-A Cables |
| Three (3) CCZAD-10 | Camera Cable with SDI Out – 10 meters |
| Three (3) VFH570 | Sony Extended Viewfinder Hood |

CONTROL ROOM

MULTIVIEW

| | |
|----------------------------------|--|
| One (1) Panasonic TH50PF30U | Panasonic TH50PF30U 50" FHD Professional Monitor |
| One (1) Panasonic THSVC50PVPXW2Y | Panasonic TH-SVC50PVPXW2Y Extended Warranty – Years 3, 4 & 5 |

CONSOLE

One (1) VFMS-F217303/01

One (1) VFMS-41X63T

One (1) VC-2419-DT34

Two (2) VC-7219-DT34

Two (2) VC-W4519-DT34

One (1) VC-SP1-19

Three (3) VC-B24-RR10

One (1) VCDT34-3

One (1) VC-SSK-217303/01

Middle Atlantic VisionFrame Studio Console and Free Standing VisionFrame Video Wall

Middle Atlantic VisionFrame MM 41x63

Middle Atlantic Viewpoint Bay, 24"W x 19"D, F/R Access Panels, 34" Desktop

Middle Atlantic Viewpoint Bay, 72"W x 19"D, F/R Access Panels, 34" Desktop

Middle Atlantic Viewpoint Wedge, 45 Degree, 19"D, Rear Access Panel, 34" Desktop

Middle Atlantic Viewpoint Side Panel Pair , Design 1, for 19" Deep Bays Dark Cherry

Middle Atlantic Viewpoint 10SP Rackrail Kit, Fits 24" Wide Bay, Including Hardware

Middle Atlantic VC DT, 34" Depth, 3 Piece

Middle Atlantic Smart Start Kit

TIMER

One (1) LX362U/T/W

One (1) LX993U

ESE Master Timer (ES 326U / "LX" Enclosure) T (Tenths of seconds), W (Grounded power cord)

ESE 2.3" (Hr & Min) / 1" (Sec) 6-Digit

ESE/SMPTE/EBU/ASCII/ Serial Slave-"LX" Enclosure, Amber LED (3)

SCOPE

One (1) WVR7020

One (1) WVR702HD

One (1) WVRRFP

One (1) WVR7020C5

One (1) WVR7020R5

Two (2) 3463328

Tektronix WVR7020 MultiFormat, MultiStandard WaveForm Rasterizer Series (Dual Link, SD, HD, analog video, and audio monitoring options)

Tektronix WVR7020HD Adds support for High Definition Digital Video Monitoring

Tektronix WVRRFP Rasterizer remote front panel (includes 25 foot cable)

Tektronix Calibration Service - 5 years

Tektronix Repair Service – 5 Years

Hewlett Packard – HP Compaq LA2405WG 24" Widescreen LCD Monitor

PATCH PANEL

One (1) B64T-2MWTHD

Six (6) VPCM2400-75

Bitree B64T-2MWTHD Video Mini Weco, 2x32, 2RU

Bitree Video Patchcord 24" (Black) Mini Weco

RETURN VIDEO

One (1) 2862093

One (1) FWDSK110S

SAMSUNG LN22D450G1FXZA D450 Series 22" LCD/1080P

Chief Small Flat Panel Arm Wall Mount (Metal Studs) 16" 40 pound capacity

AUDIO

Two (2) 8020BPM

Two (2) 8000-402B

Genelec Bi-Amplified Active Monitor 4" LF/20W & .75" HF/20W. Magnetically Shielded, Producer Black Finish

Genelec Adjustable Wall Bracket. Fits all 8000 Series Speakers. Black Finish

MISC

Four (4) RS0615R

One (1) Misc

One (1) Installation/Integration/Testing

TrippLite RS-0615 Horizontal Rackmount AC Power Centers
Miscellaneous Cable, Connectors, Labels, etc.

Onsite Installation, configuration, integration, and testing.

ATTACHMENT A - PRICING

The Bidder hereby offer to furnish and deliver F.O.B. Destination, Freight Prepaid by bidder, install and configure three (3) Sony HXC-D70H HD C-MOS Camera Head + VF(L packages) with 16x Auto Focus Lens, three (3) Sony HD Camera Control Units, three (3) Sony 5" LCD Color Viewfinders, three (3) Fujinon Semi-Servo Rear Lens Control Kits, three (3) 25 meter Camera Cables with SDI Out, three (3) Bulk Head Connector for CCZ-A Cables, three (3) 10 meter Camera Cables with SDI Out, three (3) Sony Extended Viewfinder Hoods, one (1) Panasonic 58" Plasma, one (1) Panasonic Extended Warranty, one (1) Middle Atlantic VisionFrame Studio Console and Free Standing VisionFrame Video Wall, (1) ESE Master Timer, One (1) ESE 2.3" / 1" 6-Digit, Amber LED (3), one (1) Tektronix WaveForm Rasterizer, one (1) Tektronix WVR7020HD Support Add-on, one (1) Tektronix Rasterizer Remote Front Panel, one (1) Tektronix Calibration Service - 5 years, one (1) Tektronix Repair Service – 5 Years, one (1) HP Compaq 24" Widescreen LCD Monitor, one (1) Bitree Video Mini Weco, six (6) Bitree Video Mini Weco 24" Patchcords, one (1) Sony BRAVIA LCD "BX320" Series, one (1) Chief Small Flat Panel Arm Wall Mount, two (2) Genelec Bi-Amplified Active 4" Monitors, two (2) Genelec Adjustable Wall Brackets, four (4) Tripplite RS-0615 AC Power Centers, one (1) Miscellaneous Cable, Connectors, Labels, etc., and one (1) Onsite Installation, Configuration/Integration, and Testing service package, or equivalent as per City of Ann Arbor specifications at a cost of:

- \$ _____ = 3 x _____ Each Sony HXC-D70K Camera Head & VF (L package)
- \$ _____ = 3 x _____ Each Sony HXCU-D70 HD Camera Control Unit
- \$ _____ = 3 x _____ Each Sony DXF-C50WA 5" LCD color viewfinder
- \$ _____ = 3 x _____ Each Fujinon MS01/X1 Semi-Servo Rear Lens Control kit
- \$ _____ = 3 x _____ Each CCZAD-25 Camera Cable w/ SDI out - 25 meters
- \$ _____ = 3 x _____ Each CCZZ1B Bulk Head Connector for CCZ-A Cables
- \$ _____ = 3 x _____ Each CCZAD-10 Camera Cable w/ SDI out - 10 meters
- \$ _____ = 3 x _____ Each Sony VFH570 Extended Viewfinder Hood
- \$ _____ Each Panasonic TH50PF30U 50 FHD Monitor
- \$ _____ Each Panasonic TH-SVC50PVPXW2Y Extended Warranty
- \$ _____ Each Middle Atlantic VFMS-F-217303|01 VisionFrame Studio Console & Free Standing VisionFrame Video Wall including: one (1) VFMS-41x63T MM 41x63, one (1) VC-2419-DT34 Viewpoint Bay, two (2) VC-7219-DT34 Viewpoint Bay, two (2) VC-W4519-DT34 Viewpoint Wedge, one (1) VC-SP1_19 Viewpoint Side Panel Pair - Dark Cherry, three (3) VC-B24-RR10 Viewpoint 10SP Rackrail Kit, one (1) VC DT, 34 Depth, 3 piece, one (1) VC-SSK-217303|01 Smart Start Kit
- \$ _____ Each ESE Master Timer LX362U/T/W
- \$ _____ Each ESE LX993U 2.3" / 1" 6-DigitSerial Slave, Amber LED
- \$ _____ Each Tektronix WVR7020 Multi Format/Standard Waveform Rasterizer Series
- \$ _____ Each Tektronix WVR7020HD - Add on for HD Digital Video Monitoring
- \$ _____ Each Tektronix WVRRFP Rasterizer Remote Front Panel w/ 25' Cable
- \$ _____ Each Tektronix WVR7020C5 Calibration Service - 5 years
- \$ _____ Each Tektronix WVR7020R5 Repair Service - 5 years

- \$ _____ Each Tektronix WVR7020C5 Calibration Service - 5 years
- \$ _____ = 2 x Each Hewlett Packard 3463328 - HP Compaq LA2405wg 24" Widescreen LCD Monitor
- \$ _____ Each Bitree B64T-2MWITHD Video Mini Weco
- \$ _____ = 6 x Each Bitree VPCM2400-75 Video Patch Cord Mini Weco 24' Black
- \$ _____ Each Samsung LN22D450G1FXZA D450 Series 22" LCD
- \$ _____ Each Chief FWDSK110S Small Flat Panel Swing Arm Wall Mount
- \$ _____ = 2 x Each Genelec 8020BPM Bi-Amplified Active Monitor
- \$ _____ = 2 x Each Genelec 8000-402B Adjustable Wall Bracket - Black
- \$ _____ = 4 x Each Tripplite RS-0615 Horizontal Rackmount AC Power Center
- \$ _____ Miscellaneous Cable, Connectors, Labels, etc.
- \$ _____ Installation, Configuration, Integration and Testing

- \$ _____ **Total**

Alternate A - STUDIO CAMCORDERS - Hitachi Z-HD5000-FT1

- \$ _____ = 3 x Each Hitachi Z-HD5000-FT1 HDTV Camera Fiber Optic Studio Pkg. With Lens, 1080i Output. 16:9, 4 HD-SDI-SDI Out, 2 SD-SDI Out, Return Video & Prompter, including: Z-HD5000 HDTV Camera Head, TA-Z3 Tripod Adapter Plate, CU-HD500 Fiber Optic CCU, RU-1000VR Remote Control Unit With 30' Cable, CA-HF1000 Optical Fiber Camera Adapter, VF-HD500 5" Mono- chrome CRT Studio Viewfinder With AT-500 Mount, XA20sx8.5 BRM Fujinon HDTV Lens Without Extender, ZL-7W Fujinon Rear Lens Control Kit with servo Zoom And Manual Focus

EXCEPTIONS TO SPECIFICATIONS (list here, attach additional sheet(s), literature and samples):

WARRANTY: The equipment shall be fully guaranteed against any defects in material and workmanship for a minimum of one year or the manufacturer's standard guarantee, whichever is greater.

INSPECTION: Any materials or workmanship that may be discovered to be defective within the guarantee period shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

CERTIFICATION: We hereby certify that the equipment provided will meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective bidder and/or service provider shall be brought to the attention of Brian Morey within Information Technology Services Unit at (734) 994-2914 as soon as possible after discovery. Further, the bidder or vendor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

DEFAULT: Is defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The contractor will be given thirty (30) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

TERMINATION: The City of Ann Arbor reserves the right to terminate any award to the bidder for cause, without any liability, upon 30 days notice from the Service Area Administrator or his authorized representative (see Default above).

DELIVERY LOCATION: The equipment specified will be delivered F.O.B. Destination, freight prepaid to the following location:

Community Television Network
Attn: Ralph Salmeron
2805 S. Industrial Highway
Suite 200
Ann Arbor, MI 48104

DELIVERY: Delivery and installation is desired as soon as possible, F.O.B. 2805 S. Industrial Highway, Ann Arbor, MI, 48104, freight prepaid by vendor. Delivery and installation must be made within 60 calendar days after receipt of purchase order.

_____ We can meet delivery schedule.

_____ We cannot meet the above delivery schedule, but we offer the following:

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

AWARD: All submissions shall be evaluated with the emphasis placed on the Bidder's ability to meet the City's uptime, technical and legal requirements, the completeness of the bid, and the criteria specified below. A Selection Committee composed of staff members from Information Technology Services Unit will evaluate responses to this solicitation. Submissions will be evaluated through a weighted point system that will include the areas outlined:

1. Completeness, Clarity and Accuracy of Bid and Supporting Documents (25 pts)
2. Qualifications, References and Experience of Company (30 pts)
3. Plan and Ability to Minimize Downtime. (25 pts)
4. Cost alignment with budget limitations and fiscal necessity. (20 pts)

The award will be to the Bidder with the highest total score, or in any manner deemed to be in the best interest of the City of Ann Arbor. The City will have the option of adding or deleting quantities of components as determined by internal purchasing cycles and/or budget constraints.

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

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

REFERENCES: Bidders must supply the City with a list of at least three public agencies or companies for which the Bidder has Data Center UPS installations that are essentially equivalent to the Bidder's bid to the City. Any major difference between the Bidder's bid to the City and these companies must be noted. Failure to list references will result in your company being disqualified.

| | | |
|--------------|------|--------------|
| Organization | Name | Phone Number |
|--------------|------|--------------|

| | | |
|--------------|------|--------------|
| Organization | Name | Phone Number |
|--------------|------|--------------|

| | | |
|--------------|------|--------------|
| Organization | Name | Phone Number |
|--------------|------|--------------|

PLEASE CHECK:

We have read the attached specifications thoroughly? Yes No
 Are all exceptions to the attached specifications properly outlined? Yes No

INVOICE TERMS: Discount of ___% or \$_____ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor within sixty (60) days of the bid opening, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

RETURN BID TO: CITY OF ANN ARBOR
Procurement Unit, 5th floor
301 E. Huron
P.O. Box 8647
Ann Arbor, MI 48107

COMPANY

ADDRESS

CITY STATE ZIP

Is Company Incorporated? Yes [] No [] If yes, what state? _____

Social Security Number or Tax ID Number: _____

Company's Representative

Signature

Printed Name

Title

Date

Phone Number

APPENDIX B
CITY OF ANN ARBOR
FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

(1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

(a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

(b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

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

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

(a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;

(b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;

(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

APPENDIX C

CITY OF ANN ARBOR CONTRACT COMPLIANCE FORM INSTRUCTIONS FOR COMPLETING

City Policy

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

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

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
Form #1 should contain the employment data for the **entire corporation.**
Form #2 should contain the employment data for those employees: who will be working on-site; in the office responsible for completing the contract; or, in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

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

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | | | |
|----------------------------|--|---------------------------|----------|--------------------|---|----------------------------------|----------|---------------------------|----------|--------------------|---|-----------------------------------|-------------------------|--|
| | Male | | | | | | Female | | | | | | TOTAL COLUMNS A-L | |
| | 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 Alaskan Native | | |
| A | B | C | D | E | F | G | H | I | J | L | L | | | |
| 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

Form #2

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

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

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

APPENDIX D

☐ RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health care benefits*

\$13.19 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:

Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org
LW-1

**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 \$11.83/hour when health care is provided, or no less than \$13.19/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 2011.

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

**APPENDIX E –SAMPLE CONTRACT
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
 - 4. 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

Steve Powers, City Administrator

Steve Powers, Service Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney