

REQUEST FOR PROPOSAL

Design, Construction, and
Management Services for
Rain Garden Project at
215 & 219 W Kingsley St

RFP-796

Ann Arbor, Michigan

April 26, 2011



City of Ann Arbor
Systems Planning Unit
City Hall, 100 North Fifth Avenue
Ann Arbor, Michigan 48107-8647

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SECTION I

GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide professional site services for: “Design, Construction and Management Services for Rain Garden at 215 & 219 W. Kingsley St”

The purpose of this rain garden will be to prevent/minimize flooding in the area by increasing the potential for stormwater infiltration.

B. ISSUING OFFICE

The RFP is issued by the City of Ann Arbor, Public Services Area, Systems Planning Unit. All questions regarding this RFP must be addressed to:

Dee Lumpkin
Procurement Assistant, Financial Services
City of Ann Arbor
100 N Fifth Ave.
Ann Arbor, MI 48104

PHONE: (734) 794-6000 ext. 45206 FAX: (734) 994-1795
EMAIL: dlumpkin@a2gov.org

Questions regarding proposal content may be directed to:

Jerry Hancock
Stormwater and Floodplain Programs Coordinator
City of Ann Arbor
Systems Planning Unit
100 N Fifth Ave.
Ann Arbor, MI 48104

PHONE: (734) 794-6430 ext.43709 FAX: (734) 994-1744
Email: jhancock@a2gov.org

C. PRE-PROPOSAL MEETING AND ADDITIONAL INFORMATION

A pre-proposal meeting will be held.

WHEN: Monday, May 2, 2011 at 3:00 pm

WHERE: Guy Larcom City Hall Building, 4th floor conference room

100 North Fifth Avenue
Ann Arbor, Michigan 48104-8647

It is highly recommended that potential contractors attend this meeting. Additional questions should be directed to Jerry Hancock.

D. PROPOSALS

FIVE copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 15 pages, with material on two sides (for a total of 30 pages). **Proposal fees should be submitted in a separate sealed envelope at the same time. This separate envelope shall be clearly marked "Fee Proposal RFP-796".**

To be considered, each company must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the submitter. A company official authorized to bind the submitter to its provisions must sign each proposal in ink. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. The evaluation will be completed by a selection committee from City staff and possibly members of the community.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine top applicants. Price proposals will only be opened for firms that are determined to be top applicants. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City of Ann Arbor chooses to interview any applicants, the interviews will be held on Monday, May 16, 2011. Applicants will be expected to be available on this date.

F. CHANGES IN THE RFP

Should any prospective submitter be in doubt as to the true meaning of any portion of this Request for Proposal, or should the submitter find any ambiguity, inconsistency or omission therein, the submitter shall make a written request for an official interpretation or correction. The Systems Planning Unit must receive such requests no less than seven days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal. The City will include an acknowledgement form with each addendum that is issued. Please submit an executed copy

of the acknowledgement document with the proposal on the due date.

G. SEALED PROPOSAL RECEIPT

The Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building must receive sealed Proposals on or before 2:00 p.m. on May 9, 2011. Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered.

H. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

I. TYPE OF CONTRACT

A sample of the standard Services Agreement is included in Section V. Those who wish to submit a proposal to the City are required to carefully review the agreement.

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

J. COST LIABILITY

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

SECTION II

BACKGROUND INFORMATION AND SCOPE OF WORK

BACKGROUND INFORMATION

The City of Ann Arbor has been awarded a Pre-Disaster Mitigation (PDM) Grant from the Federal Emergency Management Agency (FEMA). Grant funds have been awarded to (1) purchase properties 215 & 219 W. Kingsley St., Ann Arbor (one vacant and the other with a structure); (2) conduct demolition of structure, foundation and the impervious surfaces on the sites; and, (3) grade and stabilize the site. Separate from the FEMA Grant (4) a rain garden will be installed at the site to prevent/minimize flooding in the area by increasing the potential for stormwater infiltration. This RFP is for the completion of step 4: rain garden design, construction and management services at 215 & 219 W Kingsley St.

The City is requesting a rain garden design that will maximize infiltration given the available space (see Attachment A for rain garden standard detail).

The consultant will prepare a grading plan for the site to be provided to the demolition contractor. The demolition contractor will grade the site per the consultant's specifications and then seed and mulch the site.

Design Details

An ALTA Land Survey, including topographic information, will be collected by the City and provided to the selected Consultant. Any additional survey work conducted by the Consultant shall be in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual. Two foot contour information is provided in Attachment B (aerial photo of the site).

Plant plugs must be placed with spacing no greater than 12" centers. Seeds are not acceptable. The plant plugs must be purchased from a nursery that supplies Michigan-grown plants using Michigan-genotype seed. We recommend that compost and mulch required for the project be obtained from the City Compost Center. For the purpose of the RFP, it is assumed that the soils are sufficient to drain within 24 hour period. The demolition bid will include soil-type specifications.

The rain garden should have an overflow structure that is connected to the City storm sewer system, to allow overflow after maximum infiltration has been achieved.

Signage identifying the rain garden and flood mitigation project should be planned near the corner of W Kingsley Street and First Street. Signage design, fabrication and installation costs are to be included in the fee proposal.

We are considering inclusion of a simple walking path (such as wood chip, gravel, etc.) and standard park bench at the site. Provide a cost allowance for the design and construction of these

features in your fee proposal. The area devoted to the path and bench should be minimized. The bench should be placed near the south east corner, outside of the rain garden, to minimize obstruction to the floodway.

General Expectations

In general, the following items will need to be addressed by the consultant, in accordance with Section III of this request and the attached project schedule (reference Attachment C):

1. Develop complete, detailed, and accurate construction plans to achieve maximum stormwater infiltration.
2. Prepare total cost estimates for the project. Cost estimates should be in unit pricing terms to allow design flexibility depending on funding availability. For example the cost of rain garden construction should be provided in dollars per sq. ft.. Cost estimates should be included in the Fee Proposal.
3. Consider construction staging, such that no public right-of-way will be occupied during construction. If not feasible it will be necessary to execute complete, detailed, and accurate traffic control meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor to construct the project and provide for the maintenance of one lane of vehicular traffic at all times. Also, provisions shall be made to maintain continuous pedestrian and bicycle traffic throughout the project limits during construction.
4. All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales deviating from standards shall be approved by the City of Ann Arbor Systems Planning Unit.
5. The Consultant shall select and retain a qualified Geotechnical Engineering Firm to perform a detailed, comprehensive soil investigation, the cost of which shall be included in the proposal. One soil boring (minimum of 15 feet in depth) shall be taken at the site. All traffic control required to perform the soil borings and all related work shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards. The Consultant shall also be responsible for coordinating this work with the Miss Dig network a minimum of 72 hours in advance of any underground activities.
6. The Consultant shall attend a minimum of three design progress meetings with City of Ann Arbor staff in order to assure proper communication of project goals and objectives and to assure the timely completion of the project. This is to include a design kick-off meeting, a design process check-in meeting, and a meeting for the final presentation of work. The consultant shall prepare and distribute meeting minutes for all progress and coordination meetings.
7. The consultant may be asked to assist the City with facilitation of a public meeting about

the project (discuss design ideas, etc). The public meeting will be scheduled at the project site prior to demolition and prior to the finalization of design plans (see Attachment C for Project Timeline/Order of Events).

8. Coordinate all elements of the design with all affected parties, including, but not limited to; various City Departments and private utility companies.
9. Develop and include a long-term maintenance plan for the site for use by City staff.
10. Irrigation: Water will not be provided at the site from the City during the construction or maintenance of the rain garden. The consultant will be responsible for providing water for this project. There is a fire hydrant in front of the site (at the corner of W Kingsley St. and First St.); the Consultant will be responsible for taking necessary action to obtain permission for metered use of the fire hydrant, if desired.
11. Project Budget: There is a not to exceed project budget of \$30,000.00 for the work described in this proposal. If the proposal totals more than \$25,000.00, City Council approval will be required, which lengthens the process.
12. Attachment C provides the Project Timeline/Order of Events for which rain garden design/construction steps should be completed. Although specific deadlines are not provided, timely completion of the project is expected.
13. If this RFP does not include all items the proposer deems necessary to design the envisioned projects, please identify those additional items in the Work Plan.

SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to contract services to design, install, and maintain (for three years) a rain garden at the 215 & 219 W Kingsley St site. Throughout this process the contractor will work closely with Systems Planning staff to finalize the plans and install the garden.

Design Details: In general, the Consultant shall prepare and submit to the City of Ann Arbor, plan and profile sheets, at a horizontal scale of 1" = 20' and 1" = 2' vertical scale for all work, in accordance with the City of Ann Arbor Public Services Department Standard Specifications. Other plans, such as traffic control drawings, typical sections, details, etc. shall be drawn at scales as approved by the City in order to properly complete the work of the project.

All improvements shall be designed in accordance with the applicable City of Ann Arbor Public Services Standards Specifications, Low Impact Development (LID) Manual for Michigan, ADA Accessibility Standards, City of Ann Arbor Code of Ordinances and any other relevant standards.

Task 1 – Design

1. Take one soil boring (minimum of 15 feet in depth) at the site to determine underlying soil mixture.
 2. Development of grading plan for use by demolition contractor.
 3. Rain garden design and planting plan: develop plans and specifications for constructing the project as described in the Background section.
 4. Identify all permits that will be necessary during construction
 5. Meet with City staff to review plans and address questions.
- Notes:** (1) After the design is finalized the final project price will be adjusted reflecting actual planned features. (2) Prices will be given in unit pricing, to allow for design flexibility based on funding availability.

Task 2 – Install Rain Garden

1. Obtain all applicable permits for construction.
2. Installation and construction management (Note: rain garden cannot be installed until completion of all demolition activity at the site. See Attachment C for the Project Timeline/Order of Events).
3. The contractor will restore disturbed areas to prior condition or better.

Task 3 – Rain Garden Post-Installation Maintenance (three years)

1. Rain garden maintenance will begin upon completion of rain garden installation.
2. Maintenance will include but not be limited to:
 - a. Weed removal
 - b. Watering
 - c. Other steps needed to ensure rain garden grows as planned (specify in Work Plan)
 - d. Replace plants as needed
3. Project goals:
 - a. Keep area invasive free during whole project, refer to [City invasive species list](#).
 - b. At end of second growing season, no bare area greater than 5 square feet
 - c. At end of three years, have a well established native plant plot with less than 2% invasive species

SECTION III
MINIMUM INFORMATION REQUIRED

Note: be sure to provide adequate information regarding each item in bold. The checklists below each category may be used as a guidance to ensure each of the requirements has been addressed.

A. PROFESSIONAL QUALIFICATIONS - 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinates 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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of personnel by **skill and qualification** that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be leading the project. Qualifications and capabilities of any sub-contractors shall be included.
3. Identify where project personnel will be **physically located** during the time they are engaged in the work. Provide any specific information that may be relevant to their accessibility of the project site.
4. State **history of firm, in terms of length of existence**, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

	Skill and qualifications of team members
	Physical location of team members (accessibility)
	History of firm(s), length of existence

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS - 25 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing **similar projects** for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the **original deadline and cost estimate versus the actual design completion date and final cost of the design** is appropriate with this section. A complete list of **client references** must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

	Specific experience with similar projects
	Similar type projects completed on time
	Similar type projects completed within budget
	Quality and relevance of references listed within the proposal

C. PROPOSED WORK PLAN - 35 points

The work plan is expected to **list tasks determined to be necessary** to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall **define resources needed for each task** (title and person hours) and staff persons completing the project element tasks. **Information needed from City staff**, including staff time and recourse commitment should be included. 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.

The work plan shall be **sufficiently detailed to identify the progress milestones**, i.e. when deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

	Include all tasks determined necessary to complete project, specifically asked for in the RFP or as determined by consultant
	Adequately define resources needed to complete each task, including an estimate of hours needed by firm's team members
	Identify information needed from City staff, including staff time and resource commitment.
	Include timeline depicting the schedule and duration of tasks showing how the work will be organized and executed. Provide justification for proposed methods.
	Provide sufficient detail and clearly identify progress milestones (when project elements, measures and deliverables are to be completed). Any proposer suggested elements or other pertinent items not listed elsewhere should also be included

D. FEE PROPOSAL - 20 points

Fee quotations shall be submitted in a separate sealed envelope (clearly marked “Fee Proposal”) with the proposal. The 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** (i.e., itemized rain garden component costs such as plantings, soil

excavation, etc.) including the proposer-suggested project elements and proposer suggested contingencies, if any. If interviewed, the proposers 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.

The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. The Services Agreement is included in Section V of this RFP.

Grading plan costs should be identified as a distinct line item in the fee proposal; the City may request separate billing for the grading plan development.

	Labor and expense costs for each item of work plan
	Cost factors (Markups, Overhead, Profit)
	Total fee should reflect work schedule provided in the Work Plan

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Services Agreement with the City.

F. CONTRACT COMPLIANCE:

The successful bidder must comply with the City of Ann Arbor’s Non-Discrimination Regulations (Chapter 112, Section 9:161 of the City Code) and with living wage provisions of Chapter 23 of the Ann Arbor City Code before award and at all times during the term of this proposed contract and/or agreement.

G. SELECTION

The contractor selection committee will evaluate each proposal by the criteria described above (A through C) and point system, to determine top applicants. After top applicants have been selected, the committee will evaluate criterion D for each selected firm and re-evaluate criterion C based upon knowledge of the fee proposals for the selected firms. The City will then determine which, if any, firms will be interviewed. The committee may contact references to verify material submitted by the contractor. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The selection committee will then contact the firms that have been selected for interviews. The interviews will be held on Monday, May 16, 2011. Applicants will be expected to be available on this date. The selected firms will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal. The interviews may include up to twenty-five minutes of presentation by the consultants, followed by approximately twenty minutes of questions and answers. The

consultant's interview committee shall consist of no more than three representatives directly involved in the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The interviews may be recorded by the selection committee.

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.

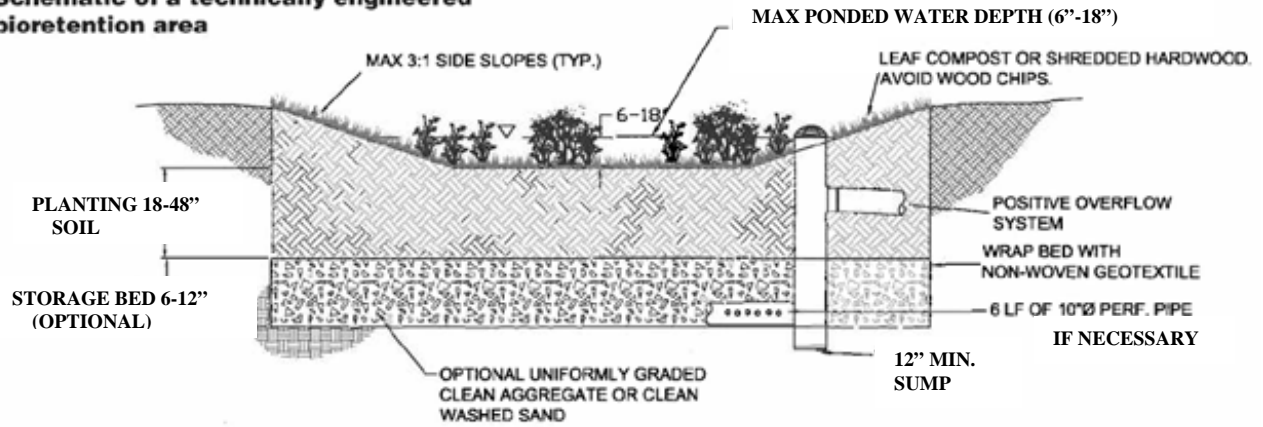
The City reserves the right to not consider any proposal determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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 IV

ATTACHMENT A RAIN GARDEN STANDARD DETAIL

**Schematic of a technically engineered
bioretention area**



Source: Prince George's County Bioretention Manual with modifications by Cahill Associates, 2004

215 & 219 W Kingsley St

Water

- Hydrants
- HydrantGate
 - Gated
 - Not Gated
- Watermains
 - Distribution Main
 - Hydrant Lead
 - Distribution Main, Encased
 - Raw Water
 - Raw Water, Encased
 - Water in Treatment Process
 - Abandoned Water Lines

Storm

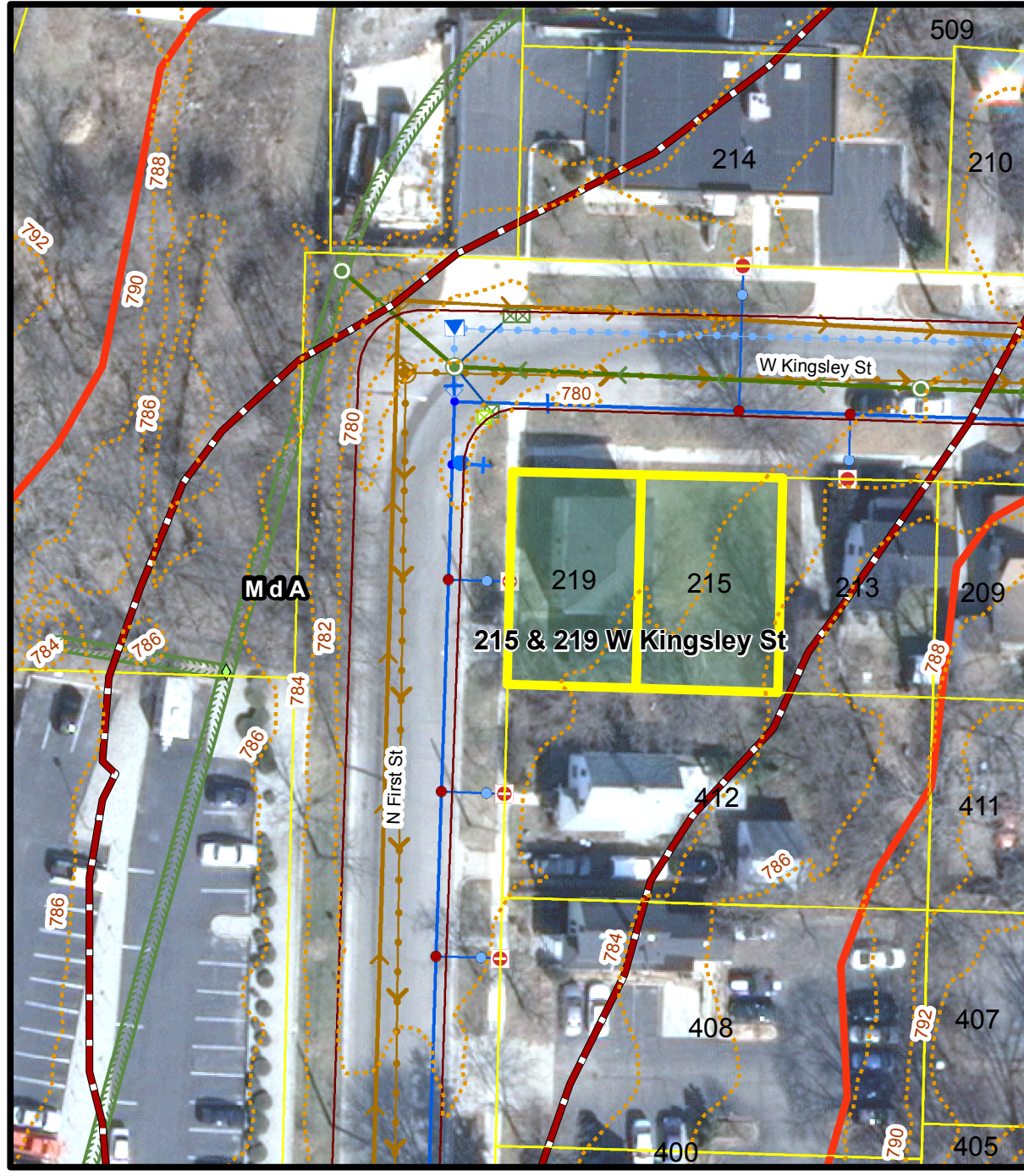
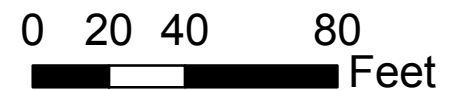
- Manhole
- Catchbasin
 - Direct Inlet
 - Inlet
 - Tag Inlet
 - Trench Drain
- Storm Main
 - Collector
 - Culvert
 - Curb Drain
 - Inline Storage
 - Open Channel

Sanitary

- SubType
 - Manhole
- Sanitary Main
 - Force Main
 - Collector
 - Collector, Abandoned
- Other Features
 - Hydrologic Connection
 - Abandoned
 - Plugged

Other Features

- 2 Foot Contours
- Floodplain
- Floodway
- Parcels
- Target Properties
- Edge of Pavement
- Lakes and Ponds
- Rivers and Streams
- Railroads



ATTACHMENT C
PROJECT TIMELINE/ORDER OF EVENTS

<u>TASK</u>	<u>ESTIMATED DATE or TIME FOR COMPLETION</u>
Pre-proposal meeting	May 2, 2011
Proposals Due	May 9, 2011
Interview with Selected Firms (if necessary)	May 16, 2011
Final Selection and Preliminary Contract Negotiations	May 17, 2011
City Council to Authorize Contract (if necessary)	June 20, 2011
Contract Execution	10-14 days
Notice to Proceed	Immediately following Contract Execution
Detailed topographic survey will be completed and provided to the consultant	TBD
Meeting 1: Design Kick-off	TBD
City to purchase 215 & 219 W Kingsley St	TBD
Complete soil boring	After City makes property purchase
Submit Conceptual Designs	TBD
City of Ann Arbor Review Completed	5 days after design submittal
Meeting 2: Design Process Check-in	TBD
Consultant to submit final grading plans for 215 & 219 W Kingsley St	TBD
City to issue bid documents for 215 & 219 W Kingsley St building demo (grading plans will be included in bid docs)	After grading plan submittal
City to select contractor for building demo	TBD
Public Meeting	TBD
Meeting 3: Presentation of Final Plans	TBD
Submit Final Plans (100% complete)	TBD
City of Ann Arbor Review Completed	5 days after plan submittal
Demo contractor to remove buildings and grade site per plans from rain garden consultant	TBD
Rain garden consultant to install rain garden at site	Following building removal
Monitor and maintain rain garden for 3 years	Following rain garden construction

ATTACHEMNT D

SERVICE AGREEMENT BETWEEN

AND CITY OF ANN ARBOR

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

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

I. DEFINITIONS

Administering Service Area/Unit means the _____.

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

Project means _____.

II. DURATION

This agreement shall become effective on _____, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits

Bid No. _____ and Addenda (if applicable)

Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described

in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at _____.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services shall not exceed _____ (\$ _____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. 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

2. 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

\$2,000,000 Products and Completed Operations Aggregate

3. 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.

4. Umbrella/Excess Liability Insurance shall be provided to apply 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 VI.A.2 and A.3 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 Contractor 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 Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor 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 Contractor 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 Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of AA-≅ Overall and a minimum Financial Size Category of AV≅. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
5. To the fullest extent permitted by law, for any loss not covered by insurance under

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

7. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action 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 B
- B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; 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 C. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$9.42 an hour for a covered employer that provides employee health care to its employees and \$10.91 an hour for a covered employer that does not provide health care to its employees.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor 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 contractor or when it has actual notice of any defects in the reports and surveys.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.
- B. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under the 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.

XIII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

XIV. 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 or other circumstances.

XV. CHOICE OF LAW

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

FOR CONTRACTOR

By _____

Its _____

THE CITY OF ANN ARBOR

By _____
City Administrator

Approved as to substance:
By _____

Service Area Administrator

Approved as to form
By _____
Stephen K. Postema, City Attorney

EXHIBIT A

Insert Bid Sheet of Contractor

EXHIBIT B

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 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 C
Living Wage Ordinance Excerpts

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

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 12-month 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 non-personnel 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 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, 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 non-profit contractor/vendor or non-profit 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 therefore 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.

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 LW-1**

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

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

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

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #2

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 _____

Fax# _____ (Area Code) _____ Email Address _____

Job Categories	EMPLOYMENT DATA														TOTAL COLUMNS A-M		
	Male							Female									
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native					
A	B	C	D	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																	

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

AAF-2

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

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address (Street address) _____ (City) _____ (State) _____ (Zip) _____ 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-M				
	Male						Female									
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic Latino K	Native Hawaiian or Other Pacific Islander L		American Indian or Alaska Native M			
Exec/Sr. Level Officials Supervisors																
Professionals																
Technicians																
Sales																
Admin. Support																
Craftspeople																
Operatives																
Service Workers																
Laborers/Helper																
Apprentices																
Other																
TOTAL																
PREVIOUS YEAR TOTAL																