



Invitation To Bid

ITB 4210

Tree, Shrub, Stump and Woody Debris Clearing

Mandatory Pre-Bid
February 10, 2012
9:00 a.m. (local time)

Bid Due Date:
February 17, 2012
11:00 a.m. (local time)

Issued by:
City of Ann Arbor
Purchasing Unit
301 E. Huron Street
Ann Arbor, MI 48107



**ADVERTISEMENT FOR THE
INVITATION TO BID #ITB-4210
Tree, Shrub, Stump and Woody Debris Clearing**

The City of Ann Arbor Procurement Office, 301 E. Huron Street, PO Box 8647, 5th floor, Guy Larcom Building will be accepting sealed Bids from qualified vendors on or before February 17, 2012 by 11:00 a.m. for Tree, Shrub, Stump and Woody Debris Clearing. Bids will be publically opened and read aloud at this time.

A mandatory Pre-bid conference will be held Friday, February 10, 2012 at 9:00 a.m. at the Wheeler Center, 4251 Stone School Rd, Ann Arbor, MI 48108.

Failure to attend the mandatory pre-bid meeting or sign the ITB 4210 sign-in roster at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. Any bid submitted by a party not attending or signing the roster at the pre-bid meeting will not be opened or considered.

Work to be done includes clearing debris of tree, shrub, stumps and woody on the street right-of-way and in parks. These areas are being cleared so that low-growing vegetation can be established and maintained by yearly flail mowing or brush hogging.

Precondition for entering into a contract \$10,000 or greater with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Invitation To Bid (ITB).

After the time of opening, no Bids may be withdrawn for a period of Sixty (60) days. The City reserves the right to accept any Bid, to reject any or all Bids, to waiver irregularities and/or informalities in any Bid, and to make the award in any manner the City believed to be in its best interest.

1. INSTRUCTION TO BIDDERS

A. Bid Preparation

Each Bidder shall assume all cost incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this ITB, or any negotiations incidental to its Bid or this ITB.

B. Mandatory Pre-Bid

A mandatory Pre-bid conference will be held Friday, February 10, 2012 at 9:00 a.m. at the Wheeler Center, 4251 Stone School Rd, Ann Arbor, MI 48108. Failure to attend the mandatory pre-bid meeting or sign the ITB 4210 sign-in roster at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. Any bid submitted by a party not attending or signing the roster at the pre-bid meeting will not be opened or considered.

All bidders should plan to attend the pre-bid meeting to ask questions, and receive permit forms and site overview to prepare the most knowledgeable bid. **Clearance Areas will be identified and described at this time.**

C. Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Office on or before February 17, 2012 by 11:00 a.m. (local time). Bids submitted via oral, telephonic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one original Bid and one (1) copy in a sealed envelope clearly marked: **ITB 4210 – Tree, Shrub, Stump and Woody Debris Clearing along with Bidders name and address.**

Bids must be addressed and delivered to:

City of Ann Arbor
Guy Larcom Building
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

D. Exceptions To ITB Specifications

Any exceptions to the terms and conditions contained in this ITB, the form or Contract contained in this ITB or any other special considerations or conditions requested or required by the Bidder **MUST** be specifically enumerated by the Bidder and be submitted as part of its Bid, together with an explanation as to the reason such terms and conditions or the ITB for form of Contract cannot be met. The successful Bidder shall be required and expected to meet the specifications and requirements set forth in the ITB and the form of Contract in their entirety, except to the extent exceptions are expressly set forth in the Bidder's Bid and those exceptions are expressly accepted by the City as part of the award and documented accordingly in the Contract.

E. Addendum

If it becomes necessary to revise any part of the ITB, notice of the revision will be posted to MITN and the City of Ann Arbor purchasing website for all parties to download. Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addendums which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addendums.

F. Verbal Representations

Bids must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after Bids are submitted will not be considered unless they are followed up in writing and signed by both parties.

G. Bid Withdrawal

Bidders may withdrawal their Bids, if they desire, anytime before the Due Date. All Bids submitted shall not be withdrawn and shall be irrevocable for a minimum of sixty (60) days following the Due Date for receipt of Bids set forth within ITB.

H. Human Rights Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this Bid, Respondent 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 Respondent exceed \$25,000, City Council approval will be required. The Living Wage and Contract compliance forms **attached must be completed and returned with your bid submittal.**

1. 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 Form in Appendix E.

2. 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 Form in Appendix D.

I. Questions Or Clarification On ITB Specifications

All questions regarding this ITB shall be submitted via email to Kay Sicheneder, Forestry Supervisor at Ksicheneder@a2gov.org by the deadline date of February 10, 2012 at 3:00 p.m. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

2. GENERAL CONDITIONS

A. Reservation Of Rights

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Bids or alternative Bids, in whole or in part, with or without cause.
2. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Bidders.
4. The City reserves the right not to consider any Bid, which it determines to be unresponsive and deficient in any of the information, requested within ITB.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the ITB, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more bidder to perform services.
7. The City reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the firm of the conditions contained in this Request for Bids, unless clearly and specifically noted in the Bid submitted.
8. The City reserves the right to disqualify Bids that fail to respond to any requirements outlined in the ITB, or failure to enclose copies of the required documents outlined within ITB.

B. Collusive Bidding

The Bidder certifies that their Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same services and is in all respects fair, within outside control, collusion, fraud, or otherwise illegal action.

C. Confidentiality Of Bids

Bids and supporting material become the property of the City and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". The Bidders must ensure that suitable measures will be taken to assure the confidentiality of the City and the City's data.

D. Release Of Claims

Each Bidder, by its submission of its bid releases the City from any and all claims arising out of, and related to, the ITB process and selection of a Contractor.

E. Finality Of Decision

Any decision made by the City, including the Contractor selection, shall be final.

F. Debarment

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

G. Bid Quality

By submission of a Bid, the Bidder certifies that in connection with this Bid:

a) the fees in the Bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other Bidder or with any competitor; and b) unless otherwise required by law, the fees which have been quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other prospective Bidders or to any competitor; and c) no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a Bid for the purpose of restricting competition. Any Bidder who cannot make the above certification as stated must furnish a signed statement with the Bid which sets forth in detail the circumstances of the disclosure with the understanding that the Bid will not be considered unless the issuing office determines that such disclosure was not made for the purpose of restricting competition.

H. Bid Preparation

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

3. SCOPE OF WORK

A. Overview

The City of Ann Arbor is soliciting quotes for tree, shrub, stump and woody debris clearing on the street right-of-way and in parks. These areas are being cleared so that low-growing vegetation can be established and maintained by yearly flail mowing or brush hogging. There are three clearance areas to be bid on in the accompanying table. All clearance areas have been marked with green paint and/or orange tape.

B. Time of Completion

All work must be completed by April 30, 2012. Contractors may quote on any or all areas.

C. Specification

Clearing of specified street rights-of-way and park areas including **removal of trees, shrubs and stumps** in these areas. Stumps are to be pulled out or ground flush to grade. **Remove downed trees/logs and limbs greater than 4" in diameter.**

Unless otherwise specified in the area descriptions, **all brush, wood, and wood chips are to be disposed of.** The contractor must dispose of debris appropriately, it may be taken to the compost yard at the Material Recovery Facility on Platt Rd south of Ellsworth Rd. Chips and stump chips can be dumped in the EAB yard at this location. Other materials must be weighed at the MRF scales to be charged to Ann Arbor Forestry.

D. Industry Standards

Conduct operations using acceptable industry practices including provisions outlined in MIOSHA, ANSI A-300 and Z133 and other applicable standards.

- Follow City of Ann Arbor ordinances and laws including noise, lane closure and traffic control as outlined by MDOT Maintenance Work Zone Traffic Control Guidelines.
- It is the Contractors' responsibility to repair any damages to property including walks, roads, drives, structures, lawn, fencing and other improvements. Ruts, divots and holes in lawn and landscape areas caused by removal operations are to be repaired, including reseeding.

E. Inspection Of Work Site

Before submitting a bid, each bidder, or its representative, shall inspect the proposed work to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid. The bidder will be held to have compared the premises with the specifications, and to have satisfied himself/herself as to all conditions affecting the execution of the work. The Contractor(s) to whom this bid is awarded will not be entitled to any additional compensation unless conditions are clearly different from those that could reasonably have been anticipated by a person making diligent and thorough investigation of the site. It is advised that the contractor record any sidewalk, drive, curb, landscaping or other defects on the property prior to performing the work. Photos should accompany written documentation of such defects.

F. Liability For Damages And Restoration Of Property

The Contractor(s) shall put up and maintain barriers, lights or both, to effectively prevent any accident in consequence of this work, and shall take all other necessary and proper precautions against causing damage to persons or property. Damages to property of the City, utilities or others, caused by or resulting from the negligence of the Contractor(s), Contractor(s)'s employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere must be restored, repaired or paid for by the Contractor(s). This would included (but not limited to) sidewalks, curbing, sod, pipes, conduits, sewers, and other public or private property to a condition as good as it was when Contractor(s) entered on the work site and shall reimburse the City of Ann Arbor for all damages, losses and costs incurred by it by reason of any such acts or omissions.

G. Obstruction Or Closing Of Streets

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall so plan and schedule work as to cause as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times.

Blocking of public streets or traffic lanes shall not be permitted unless prior arrangements have been made by submitting an Application for Traffic Detour or Lane Closure for each job. A sample permit is included in this bid package. The form may be obtained online by accessing the city website, at a2gov.org; Government; Public Services; Project Management; Private Development; Working in the Right-of-Way.

Whenever Contractor must utilize street surface as working area the **required traffic control signage and possible flaggers were applicable** as described in the Michigan Manual on Uniform Traffic Control Devices. **Contractor should bid accordingly to include the cost of flagging personnel and traffic control devices as applicable.**

H. Posting For No Parking

It is the responsibility of the Contractor(s) to post no parking signs according to City regulations. Contractors may obtain signs from the City, but will be required to provide their own sign posts. Miss Dig markings must be in place and abided by when digging post holes. Contractor(s) is responsible for the execution and cost of bagging metered parking spots. Examples of a Temporary No Parking Form and Commercial Meter Bag Application are included in this bid. Information about the form and process to post temporary no parking signs is available online at a2gov.org; Government; Public Services; Project Management; Private Development; Working in the Right-of-Way.

I. Work Schedule

Daily work will not be allowed prior to 7:00 a.m. or after 7:00 p.m. Monday through Friday. Saturday work is allowed with proper approvals. It is expected that work awarded to contractor(s) will commence within three weeks of issuance. All work must be completed by April 30, 2012.

J. Assignments

The Contractor(s) agrees not to assign or transfer this work or any part thereof without the written consent of the City of Ann Arbor, acting through the City Contact. Any unauthorized assignment may subject the Contractor(s) to immediate termination.

K. Specifications Alternatives

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid. The decision of the City of Ann Arbor is final as to what constitutes acceptable deviations from specifications.

L. Public communications

It is expected that the contractor's employees will at all times be courteous and professional when interacting with the Ann Arbor public – residents, pedestrians, motorists and visitors. The contractor is to forward questions not directly dealing with the contractor's operations to the Forestry Supervisor.

4. BIDDERS QUALIFICATIONS

Bidding on this work shall be limited to companies actively engaged in the field of arboriculture. Bidders shall derive a majority of income from arboriculture work. Bidders shall demonstrate competence and experience in urban tree removal, including working in proximity to electrical hazards and in streets requiring MDOT approved traffic control. The City may require proof of these qualifications, as well as references from past clients.

Bids shall include a list of all persons that will be performing tree removals as outlined in this bid. Personnel must be qualified and trained in tree removals. All contracted crews must have at minimum **electrical hazard training** or one member that is **line clearance certified**, and otherwise meets applicable MIOSHA and other organization regulations for conducting such work. All necessary and **required traffic control** signage and flaggers is the responsibility of the Contractor. See Appendix A.

Please indicate crew leaders and other supervisors and list their qualifications in street tree removal, utility line clearance, and/or log disposal on form included in this request for quotes.

5. QUALIFICATIONS TO BE SUBMITTED WITH BID

1. References with phone numbers
2. Qualifications and experience of staff
3. Equipment in firm's possession that will be used for this work
4. The ability of the firm to provide the proper insurance coverage as described below
5. A description of the company's Safety Training Program
6. Companies Safety Record
7. Completed Human Rights Work Utilization Forms or a current EEO-1 attached to this bid
8. Completed Living Wage Declaration of Compliance form

6. AWARD DECISION

The City will award the work to the responsive and responsible bidders who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for the criteria described in this ITB document. The work may not be awarded to the lowest bidder(s).

7. INVOICING

All invoices shall be issued to City of Ann Arbor at address indicated on purchase order at the completion of the work.

8. INSURANCE

All required insurances shall be kept current as specified on the back of the service purchase order for the term of the contract.

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 named as 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 to 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 Coverage, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as 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 Section 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 coverage expires 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 "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.

All required insurances shall be kept current for the entire term of the contract.

Yes

No

I have read and understand all specifications outlined in this ITB.

Yes

No

APPENDIX A

CONTRACTOR INFORMATION AND QUALIFICATIONS

Failure to answer all questions may result in the disqualification of this bid.

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____ State _____ Zip _____

COMPANY REPRESENTATIVE:

Signature Date

Printed

Title

Phone Number _____ Fax Number _____

Type of Organization: (circle one)

Individual Partnership Corporation Joint Venture Other_____

Organization established in what year: _____

Former organization names(s) if applicable: _____

Number of full-time employees: _____ part-time employees_____

References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

City Contact Person Phone Number

1. _____

2. _____

3. _____

APPENDIX A

CONTRACTOR INFORMATION AND QUALIFICATIONS

Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors.

Equipment: List all equipment that will be on site and available for use by the crew performing each work item. Attach additional sheets, if necessary.

Insurance Requirement: All required insurances shall be kept current as specified above and on the back of the service purchase order, for the term of the contract.

We have the ability to carry the required level of insurance for this contract.

Yes, name of insurance company _____ No

Safety Training: Attach a description of your company's safety training program. Include the safety training status of each employee who will work on this contract, and your company's Industry Safety Record.

Safety detail and record attached? Yes No

Have you read the attached specifications thoroughly? Yes No

Are all exceptions to the attached specifications properly outlined? Yes No

APPENDIX B

**ITB 4210
BID FORM**

Company Name _____

Bid Pricing

Area #1: \$_____ Start Date: _____ Finish Date: _____
Fuller Rd-Huron to Fuller Crt

Area #2: \$_____ Start Date: _____ Finish Date: _____
Geddes Rd-Huron Parkway to High Orchard Dr

Area #3: \$_____ Start Date: _____ Finish Date: _____
Stone School at I94 bridge

Area #4: \$_____ Start Date: _____ Finish Date: _____
Barton Canoe Drop Off -Huron River Dr north of Bird Rd

Authorization Signature

The undersigned certifies that the bid submitted meets or exceeds, all specification, that all conditions within ITB are acknowledged, and the firm prices and terms are specified by the bidder are true and accurate.

Authorized Signature

Title of Signature

Print Name of Signature

Date

Phone Number

APPENDIX C

**ITB 4210
PERMITS INFORMATION
ON NEXT THREE (3) PAGES**



**TEMPORARY PERMISSION TO RESERVE PARKING LANE
FOR WORK-RELATED PURPOSES**

Location: _____
Limited to parking lane directly in front of residence where work to be performed, using property lines as limit

Date(s): _____ Time of Day: _____
Maximum Duration of 72 hours

Reason: _____

Name: _____

Company: _____ Email _____

Address: _____

Phone Number: _____ Fax Number: _____

Payment: Check _____ Cash _____ Amount: \$ _____

Signed: _____ (read & initial back also)

TO BE FILLED OUT BY CITY STAFF:

Approved by: _____ Date: _____
Project Management, Public Services

Approved by: _____ Date: _____
Community Standards, AAPD

Approved by: _____ Date: _____
Field Operations, Public Services

“No Parking Signs” installed by Field Operations: _____ / _____
Date / Time

REQUESTOR NOTIFIED OF APPROVAL OF PERMIT: _____
Name/Date

REQUEST DENIED: REASON _____ Name/Date _____
A=Date Conflict; **B**=Improper Use of Permit; **C**=Other; Explanation _____

REQUESTOR NOTIFIED OF DENIAL OF PERMIT: _____
Name/Date

Public Services Administrator (as needed): _____
Comments/Initials/Date

c: Parking Referee Treasurer's Office Community Standards Field Operations File
Temporary Permission to Reserve Parking Lane for Work-Related Purposes

1. Entry/Point of Origin: Public Services/Customer Service Center
2. Process: Fill out permit information on reverse side, read below guidelines & restrictions, and initial bottom of page.
3. Guidelines/Restrictions:
 - a. Requests cannot be granted for State trunklines defined as: North Main Street (from Huron to M-14 ramps), Huron Street (from Washtenaw to Jackson), Washtenaw Avenue (from US-23 to Huron), Jackson Road (from Huron to City Limits).
 - b. Form must be filled out and submitted *with payment* **five business days in advance** of requested date. This allows for routing of this permit, contacting Miss Dig, sign installation, and 48-hour sign placement to allow for enforcement.
 - c. "Location" is limited to the parking lane directly in front of the residence where the work is being performed, using property lines as boundaries. NOTE: If there is no parking in front of the residence, options may be a "Lane Closure" or a "Front Set Back" permit.
 - d. City staff must install and remove signs approved by this permit. Installation by non-City staff will no longer be an option. Per City Code 5:508(12), City staff will remove and dispose of any unauthorized signs.
 - e. The location requested on this form **shall not** be used for personal or employee parking.
 - f. Duration of Approved Permit is limited to 72 hours maximum. Any person, after receiving approval for up to 72 hours for a location, who requires more than the allowed 72 hours must fill out a new permit, pay the required fee, and repeat the process.
 - g. Fee: Set by City Council.
 - h. We reserve the right to revoke your permit for any violation per Chapter 47 section 4:3, (1).
4. Operation of Permit
 - a. Approved Permits
 1. If approved, a copy of the permit will be faxed to the number given on the front of this permit. If no fax number is given, the permit will be mailed to the address listed.
 2. For approved permits, City staff will be responsible for sign installation and removal for the dates and times on the permit.
 3. Should you need enforcement of this parking prohibition, contact Parking Dispatch at 994-2911.
 4. Other questions can be directed to the Customer Service Center at 794-6000.
 - b. Denied Permits
 1. If denied, a copy of the permit will be faxed to the number given on the front of this permit. If no fax number is given, the permit will be mailed to the address listed.
 2. Once notified of a permit denial, the requestor has the option to appeal the decision to the Public Services Administrator.
 3. If appealed, the decision of the Public Services Administrator will be the final decision.
 4. Payment will be refunded if permit is denied.

I have read and understand this information and agree to these terms: _____(initial/date)



APPLICATION FOR TRAFFIC DETOUR OR LANE CLOSURE

Chris Rachwal: 734- 812-7932 Office: 734-794-6410 Fax 734-996-3293

DATE(S) _____ TIME (S) _____

LOCATION _____

TYPE OF WORK _____

DESCRIPTION OF DETOUR AND/ OR LANE CLOSURE.

APPLICANT INFORMATION:

Company Name/Contact Person: _____

Address: _____

Office Phone No – 24 hours _____ Cell No. _____ 24 hours _____

Fax No. _____ E-mail: _____

A COPY OF THIS PERMIT MUST BE ON SITE AT ALL TIMES

All detours, lane closure, signing, etc. shall be in conformance with the **Michigan Manual of Uniform Traffic Control Devices, Part 6** (Construction and Maintenance) prepared by Michigan Department of Transportation, and also in accordance with **Chapter 47 of the City of Ann Arbor Code of Ordinances**.

Application is valid **ONLY** for the dates indicated above. Any changes or alterations must be approved forty-eight (48 hours prior to closure)

Issued ROW Permit Number

Signature of Applicant

Approved By

Print Name

Date Approved

Cc: Public Services, Safety Services-Police & Fire, AnnArbor.com, applicant Revised 8/15/11

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

**APPENDIX D
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 \$11.83/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 at 734/794-6576

APPENDIX E
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:
City of Ann Arbor Procurement Office at
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.

APPENDIX E
CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						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	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 E
CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Local Organization (Totals for local office where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												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													