

CITY OF ANN ARBOR  
INVITATION TO BID



**WTP OFFICE INTERIOR RENOVATION**

**ITB No. 4779**

**Due Date: November 13, 2025 at 2:00 PM (Local Time)**

City of Ann Arbor Public Services Area/Water Treatment Services Unit

Issued By:

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

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### **ATTACHMENTS**

*City of Ann Arbor Sample General Services Agreement*  
*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*  
*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*  
*City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*  
*City of Ann Arbor Prevailing Wage Declaration of Compliance*

# **INSTRUCTIONS TO BIDDERS**

## **General**

The City of Ann Arbor's Water Treatment Services Unit (WTSU) is soliciting bids to select a firm to provide licensed contracting services for interior renovations of two (2) offices at the Water Treatment Plant (WTP) and miscellaneous drywall repair. The scope of work includes demolition and replacement of interior finishes, lighting and ceiling fan fixture installation, as well as miscellaneous drywall repair.

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

## **Mandatory Pre-Bid Meeting and Walk Thru**

Two dates will be offered for the mandatory pre-bidders meeting and walk thru, both will be held at 919 Sunset Road, Ann Arbor, MI 48103.

**Mandatory Pre-Bid Date Option 1: October 22, 2025 at 2:30pm**

**Mandatory Pre-Bid Date Option 2: October 24, 2025 at 10:00am**

The purpose of this meeting is to tour the project area and to answer questions or concerns. **Failure to attend one of the meetings and sign the ITB sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submittal a valid proposal.**

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Services Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in writing. Copies will be posted online at the MITN/BidNet web site.

## **Preparation of Bids**

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

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

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

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

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **October 31, 2025 @ 5:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Emily Schlanderer, WTP Engineer,  
ESchlanderer@a2gov.org

Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

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

## Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **November 13, 2025 at 2:00 p.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each Bidder must submit one (1) original Bid, one (1) Bid copy and one (1) USB drive that contains a scanned copy of the paper bid submission in a sealed envelope clearly marked: ITB No. 4779 – WTP Office Interior Renovations.**

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

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

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

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

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

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

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

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

## Award

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

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

## Official Documents

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

## Taxes

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

## Withdrawal of Bids

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

## Non-Discrimination Requirements

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

## Wage Requirements

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before responses are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: [www.wdol.gov](http://www.wdol.gov).

For the purposes of this RFP the Construction Type of Building will apply.

## Conflict Of Interest Disclosure

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

## Debarment

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

## Disclosures

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

## Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

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

## Cost Liability

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

## Reservation of Rights

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

## Type of Contract

A sample of the General Services Agreement is included as Appendix A. Those who wish to

submit a bid to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.**

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

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

## Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

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

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

## **INVITATION TO BID**

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Authorized Official**

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

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

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

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

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

Email \_\_\_\_\_

## **DETAILED SPECIFICATIONS**

### **1. SUMMARY OF WORK**

- a. Description of Work:
  - i. The work shall be completed at the City of Ann Arbor Water Treatment Plant located at 919 Sunset Road, Ann Arbor, MI 48103.
- b. Scope of Work will include Office Interior Renovations including:
  - i. Removing wallpaper, carpet, ceiling tile, light fixtures, floor tile, floor baseboard and miscellaneous drywall repair as indicated on the Drawings.
  - ii. Installing ceiling tile, flooring, baseboard, and painting walls.
  - iii. Removal and replacement of lighting fixtures as shown on the Drawings.
  - iv. Miscellaneous replacement of water-damaged drywall and inspection of carpet tile for signs of water damage. Reinstallation of carpet tile per manufacturer recommendations or replacement if necessary.
- c. The Contractor shall be responsible for ensuring that interior finishes, carpeting, furnishings, merchandise and/or equipment in the building are adequately protected from debris and dust throughout the duration of the project.
- d. Demolition and Relocation
  - i. Remove, salvage and relocate furniture, casework, and other items as specified on the Drawing, Specifications, and as coordinated with the Owner. Items to be salvaged and reinstalled after completion of renovations.
  - ii. Wall-mounted items to be salvaged, such as shelving, shall be removed and reinstalled after painting walls.
  - iii. Coordinate with Owner to sequence demolition work
  - iv. Contractor shall provide Owner as least 7-day notice prior to starting interior demolition work.

### **2. ALLOWANCES**

- a. Contract Allowance sums are as noted on the Bid Form for use upon Owner's instruction and approval.
- b. At closeout of Contract, funds remaining in Allowance will be credited to Owner by Change Order.

### **3. PROJECT PRICING**

- a. Bidder shall complete the Bid Form within the front end documents, including all requested information.
- b. The bidding contractors shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

#### 4. PAYMENT PROCEDURES

- a. The form of Application for Payment shall be notarized AIA Document G702, "Application and Certification for Payment", supported by AIA Document G703, Continuation Sheet.
- b. The form of Application for Payment shall be the Contractor's standard invoicing form. Invoicing, waivers of lien and similar attachments must be submitted to the Consultant for review and processing.
- c. Application for Payment shall reflect adjustments and previous payments.
- d. Submit executed copies of each Application for Payment to the Owner, including waivers of lien, certified payrolls, and similar attachments electronically.
- e. Final Payment – Administrative actions and submittals that must proceed or coincide with the final submittal for Application of Payment include the following:
  - i. Final punch list report verifying compliance with provisions of the Contract Documents
  - ii. Project record documents and field record drawings (as built).
  - iii. Consent of Surety for Final Payments
  - iv. Final Waiver of Lien executed by supplier and subcontractor
  - v. Other documentation as requested by the Owner

#### 5. MEETINGS

- a. A Preconstruction Meeting will be scheduled within fourteen (14) days after the Notice to Proceed has been issued. The Owner will advise other interested parties and request their attendance. Contractor will request attendance of foreman, key subcontractors and suppliers.
- b. Progress Meetings will be scheduled on a monthly basis.

#### 6. SUBMITTAL PROCEDURES

- a. Schedule
  - i. Prior to the Preconstruction Meeting the Contractor shall prepare an estimated schedule and submittal it to the Owner for review.
- b. Administrative Procedures
  - i. Contractor shall not substitute materials, equipment, or methods unless such substitution has been approved for this work by the Owner. The decision of the Owner shall be final.
  - ii. Contractor shall submit to the Owner the required product submittals as specified in each product section.
- c. Submission Requirements
  - i. Contractor shall provide submittals electronically.
  - ii. Package each submittal, and resubmittals, individually and appropriately for transmittal and handling.
  - iii. Samples or swatches shall be provided as requested.
  - iv. Each submittal is to contain the following criteria:
    - 1. Contractors stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with the Contractor Documents.
    - 2. Identification of deviations from the Contract Documents.
  - v. Processing Time

1. Allow 15 full working days for Owner to review each submittal, including resubmittals.
- vi. Proceed with installation of product only after receipt of "Reviewed, No Exceptions Noted" or "Reviewed with Corrections Noted".

## 7. QUALITY ASSURANCE

- a. Access to the Site
  - i. The Owner, Consultant and their authorized representatives shall have access to the site and to the Work. The Contractor shall facilitate and provide assistance for access by such persons
- b. Materials Review
  - i. A site review will be conducted by the Consultant prior to commencement of any Work to substantiate that all materials conform to the specifications and approved submittal data. Unfit materials will be rejected and conspicuously marked. These materials shall be removed from the job site by the Contractor, who, in turn, shall replace them with acceptable materials in a timely manner and shall not delay the progress of the job.
  - ii. No Work may commence until an acceptable amount of approved materials is at the job site and reviewed by the Consultant.
  - iii. Any indication of an unauthorized substitution of materials will be considered a justifiable cause for rejecting the entire portion of Work relating to said materials.
- c. Workmanship:
  - i. Workmanship will be reviewed by the Consultant to the extent necessary to determine that the Work conforms to the Contract Documents.
  - ii. Contractor shall, without charge, correct any workmanship found by the Consultant not conforming to the Contract requirements.

## 8. TEMPORARY FACILITIES AND CONTROLS

- a. Utilities: All temporary facilities shall be subject to the Owner's approval.
- b. Project Staging for the Work shall be an Owner-approved location as designated.
- c. Temporary Electrical service may be available at no charge to the Contractor from existing electrical sources. Contractor may obtain temporary power for construction from this source or may use their own generator. Temporary power service shall comply with OSHA standards. The Contractor shall maintain these temporary services in good order throughout the Project until repair Work is complete. All extension cords shall be provided by the contractor or subcontractor requiring the power. All required electrical equipment shall be GFIC protected.
- d. Temporary water may be available at no charge to the Contractor. Provide potable drinking water for construction personnel at all times.
- e. Contractor's employee parking, delivery trucks, and other construction vehicle parking shall only be at areas designated by the Owner.
- f. Dust and Fume Control
  - i. Contractor shall take all necessary precautions to keep dust confined in the present work area.

- ii. Work will be immediately shut down if any dust or debris is entering process water.
- iii. Contractor will be responsible for all fines associated with non-compliance and violations.
- g. Contractor shall be responsible for any damage to existing facilities, vehicles, etc., due to the construction.

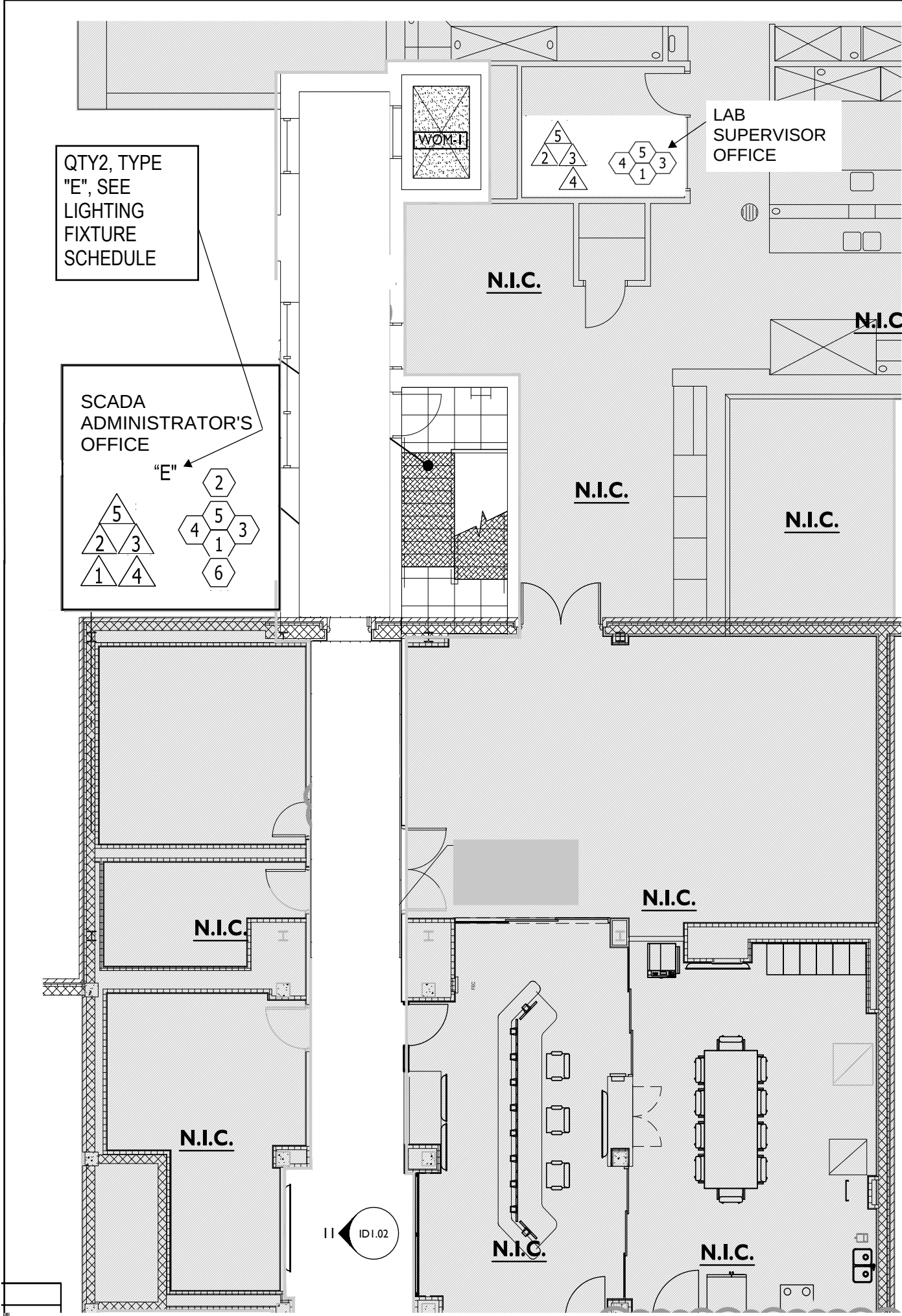
## 9. PRODUCT STORAGE AND HANDLING REQUIREMENTS

- a. Transportation and Handling
  - i. Contractor shall arrange deliveries of products in accordance with construction schedules and coordinate to avoid conflict with the Work and conditions at the site.
  - ii. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - iii. Upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are protected and undamaged.
- b. Storage and Protections
  - i. Contractor shall store products in accordance with manufacturer's instructions and as required by the Contract Documents, with seals and labels intact and legible.
    - 1. Store products subject to damage by the elements in weathertight enclosures.
    - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- c. Contractor shall arrange storage in a manner to provide easy access for inspection and make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.
- d. Protection after installation
  - i. Provide coverings to protect installed products from damage from weather, traffic and subsequent construction operations.
  - ii. Remove products when no longer needed.

## 10. PROJECT CLOSEOUT AND WARRANTIES

- a. Project Close Out
  - i. Throughout the progress of the Work, the Contractor shall keep a current, detailed record of changes in the installation of his own work from the conditions, locations, and layout shown on the accompanying drawings or manufacturer details. This information shall be submitted to the Consultant. This requirement does not authorize any deviations without the approval of the Owner or Owner's Representative.
  - ii. When all revisions showing Work as final installed are made, the field record drawings (as-builts) shall be delivered to the Owner before final payment is made. As-built set to be clean, neat and legible.
  - iii. Submit the following before final payment is made:
    - 1. Project record documents

2. Guarantees and warranties in a separate 3-ring binder (2 copies).
  3. Applicable waivers of lien
  4. Invoice(s) reflecting adjustments and payments
  5. Consent of Surety of Final Payment
  6. Signed punch list
- b. Cleaning and Closeout
- i. Each contractor or subcontractor, in addition to the responsibilities set forth in the General Conditions, shall keep the premises free from accumulation of waste materials or rubbish caused by their employees or Work.
  - ii. At the completion of the Project, the Contractor shall restore or replace all property damaged by their Work and remove spots, paint, writing, droppings, or other foreign material from Work. Remove temporary protection from the Work.
  - iii. Consultant will issue a punch list, along with a drawing, showing locations of the unacceptable Work items to the Contractor after Substantial Completion of the Project.
  - iv. Contractor shall be responsible for maintaining work areas in a neat and orderly manner. Upon completion, cleanup shall be performed to the satisfaction of the Owner or Owner's Representative. Contractor shall be responsible for the return of the site-exposed surfaces to their original condition prior to the start of the Work.
  - v. Contractor shall complete all necessary cleanup within 6 working days after receiving notification of cleanup requirements as outlines in the punch list.
- c. Guarantees
- i. Work, as specified and completed under this specification, shall be covered under a separate contractor's guarantee for a period of 5 years.
  - ii. Warranties and guarantees shall commence upon the date of final punch list verification as found on the Final Construction Review Punch List.
  - iii. Warranties and guarantees are to be furnished by the Contractor and submitted to the Consultant for review at the time of final payment.



DEMOLITION PLAN KEYED NOTES:

- 1 REMOVE EXISTING LIGHTING FIXTURES. PREP FOR NEW LED LIGHT FIXTURES. SEE ELECTRICAL FOR ADDITIONAL INFORMATION.
- 2 REMOVE CARPET AND RESILIENT BASE, COMPLETE.
- 3 REMOVE EXISTING ACOUSTIC CEILING PANELS GRID TO REMAIN
- 4 REMOVE EXISTING WALL COVERING, COMPLETE, PREPARE WALL FOR PAINT.
- 5 PROTECT EXISTING COMMUNICATIONS DROP DOWN EQUIPMENT TO REMAIN ABOVE CEILING DURING CONSTRUCTION.

NEW WORK PLAN KEYED NOTES:

- 1 INSTALL ACOUSTICAL CEILING PANELS IN EXISTING GRID(ACT-1). SEE FINISHED SCHEDULE
- 2 INSTALL LED LIGHT FIXTURES. COORDINATE WITH LIGHTING FIXTURE SCHEDULE AND LIGHTING FIXTURE NOTES ON THIS SHEET.
- 3 INSTALL FLOORING, COORDINATE WITH INTERIOR FINISH PLAN, SCHEDULE AND KEY ON THIS SHEET.
- 4 PAINT WALLS, COORDINATE WITH INTERIOR FINISH SCHEDULE AND KEY ON THIS SHEET.
- 5 INSTALL RESILIENT TILE FLOORING, COORDINATE WITH INTERIOR FINISH PLAN, SCHEDULE AND KEY ON THIS SHEET.
- 6 INSTALL CEILING FAN WITH MODEL #30010-AB. COORDINATE WITH GENERAL NOTES ON THIS SHEET.

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE, AND/OR LOCAL CODES. IF A DISCREPANCY BETWEEN CODES OCCURS, THE MOST STRINGENT SHALL PREVAIL.
- 2. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO THE COMMENCEMENT OF ANY WORK. SHOULD DISCREPANCIES BE DISCOVERED, THE CONTRACTOR SHALL VERIFY INTENT WITH THE ENGINEER/OWNER BEFORE PROCEEDING.
- 3. COORDINATE LOCATIONS OF ALL CEILING MOUNTED DEVICES WITH OTHER TRADES PRIOR TO INSTALLATION.
- 4. COORDINATE ALL ROUGH-IN REQUIREMENTS FOR EQUIPMENT WITH THE OWNER PRIOR TO BEGINNING WORK. THESE DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE DURING THE DESIGN PHASE OF THE PROJECT.
- 5. MISCELLANEOUS DRYWALL REPAIR NEEDED IN LOWER LEVEL OFFICE (NOT SHOWN). EXISTING SHELVING AND FURNITURE REMOVAL AND REINSTALLATION WILL BE REQUIRED. PEEL BACK CARPET TO INSPECT FOR WATER DAMAGE AND REINSTALL OR REPLACE AS NECESSARY. DRYWALL QUANTITY TO BE FIELD VERIFIED AND PAID PER UNIT PRICE IN BID FORM.

KEYED NOTES

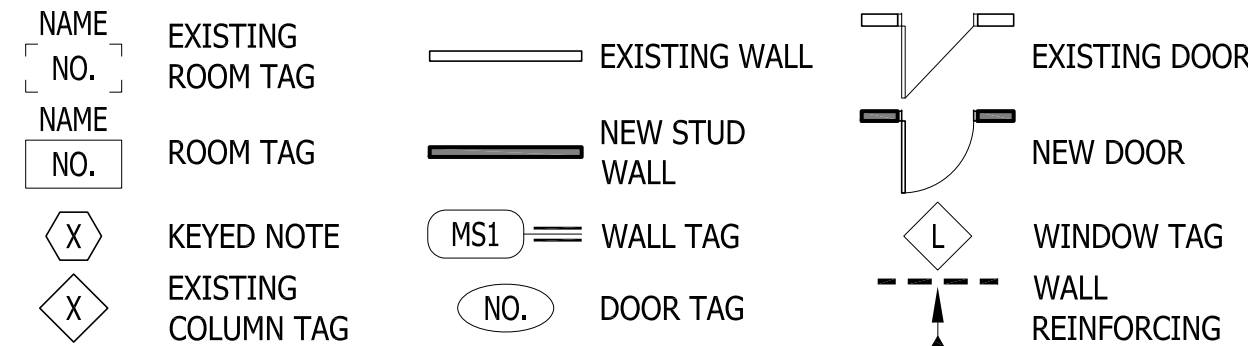
|             |    |
|-------------|----|
| NO SCALE    | 11 |
| REF'D FROM: | TS |

GENERAL FLOOR PLAN NOTES:

- A. GENERAL FLOOR PLAN / WALL NOTES AND WALL TYPES APPLY TO ALL FLOOR PLANS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
- B. SEE SHEET BELOW FOR WALL TYPES LEGEND. ALL NEW WALLS SHALL BE WALL TYPE MS1, UNO. IN ADDITION ALL INTERIOR WALL DIMENSIONS ARE TO FINISH FACE, UNO.
- C. COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS AND WITH CONSTRUCTION PHASING SEQUENCE AS INCLUDED WITHIN GENERAL DEMOLITION NOTES LOCATED ELSEWHERE.
- D. MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE RATED WALLS. REFER TO REFLECTED CEILING PLANS FOR FIRE RATED WALL LOCATIONS.
- E. WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS, OR PATCHING OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO WALL INFILL OR DEVICE REMOVAL, NEW FINISHES SHALL EXTEND TO NEAREST NATURAL BREAK OR TERMINATION FOR A CLEAN, UNBLEMISHED APPEARANCE AT THE END OF CONSTRUCTION. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF INCIDENTAL ADDITIONAL FINISH WORK ASSOCIATED WITH RESTORATION OF EXISTING FINISHES WHERE ALTERED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.

F. SEE SHEET BELOW FOR INTERIOR FINISH SCHEDULE AND KEY.

G. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK, OR SUPPLYING MATERIALS, OR COMPONENTS. LAYOUT ALL WALLS PRIOR TO COMMENCEMENT OF FRAMING AND NOTIFY ARCHITECT FOR DISPOSITION OF MAJOR DIMENSIONAL CONFLICTS.



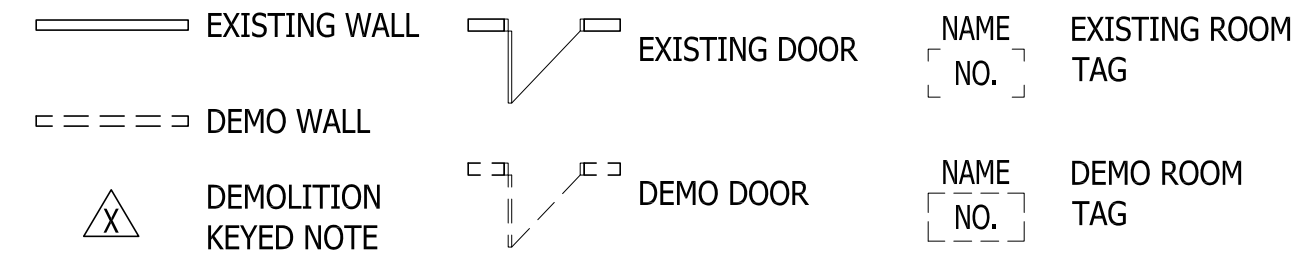
DEMOLITION PLAN GENERAL NOTES:

- A. GENERAL DEMOLITION NOTES AND KEYED DEMOLITION NOTES APPLY TO ALL ARCHITECTURAL DEMOLITION PLANS INCLUDED WITHIN THIS DOCUMENT SET.
- B. COORDINATE ALL DEMOLITION WORK WITH MECHANICAL AND ELECTRICAL DEMOLITION PLANS, WITH OWNER, AND WITH SALVAGED ITEMS AND COMPONENTS TO BE USED ON NEW WORK AS INDICATED ON DRAWINGS AND WITHIN SPECIFICATIONS.
- C. THESE DEMOLITION NOTES AND PLAN DO NOT FULLY REPRESENT ALL DEMOLITION WORK REQUIRED TO INSTALL NEW WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS, BUT ARE INTENDED TO SERVE AS GENERAL DEMOLITION GUIDELINES. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF INCIDENTAL DEMOLITION WORK NOT INDICATED ON THIS PLAN.
- D. ALL WORK INDICATED WITH SOLID LINES IS EXISTING TO REMAIN, UNO.
- E. REFER TO DRAWINGS FOR EXISTING BUILDING COMPONENTS TO BE REMOVED, SALVAGED, AND REUSED IN NEW WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL ITEMS TO BE SALVAGED AND RELOCATED, THROUGHOUT THE CONSTRUCTION PERIOD, INCLUDING SAFE STORAGE OF SAME. UPON DEMOLITION, THE OWNER SHALL RETAIN THOSE ITEMS DEEMED SALVAGEABLE. ITEMS NOT RETAINED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, WHO SHALL LEGALLY DISPOSE OF SAME.

F. REFER TO DEMOLITION PLANS FOR INCIDENTAL DEMOLITION WORK OR TEMPORARY WORK REQUIRED TO ACCOMMODATE PHASING OF CONSTRUCTION OPERATIONS DURING CONSTRUCTION PERIOD.

G. WHERE ITEMS ARE REMOVED, PATCH SURFACES TO MATCH ADJACENT SURFACES OR TO RECEIVE NEW FINISHES WHERE SCHEDULED. PATCHING OF NEW OR EXISTING FINISHES SHALL EXTEND TO NEAREST NATURAL BREAK OR TERMINATION FOR A CLEAN, UNBLEMISHED APPEARANCE AT THE END OF CONSTRUCTION.

H. CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL OFFICE FURNITURE, INCLUDING DESKS, SHELVING, CASEWORK. STORAGE, ETC. COORDINATE WITH OWNER.



18015-A1.01

LIGHTING FIXTURES SCHEDULE

| TYPE | DESCRIPTION AND MANUFACTURER                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LAMP TYPE                          |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| "E"  | 2' X 4' RECESSED VOLUMETRIC LUMINAIRE WITH HI-EFFICIENCY LED (LIGHT EMITTING DIODE) LIGHT SOURCE, LINEAR FACETED REFLECTOR CAVITY AND REGRESSED TWO-PIECE REFRACTOR SYSTEM TO OBSCURE THE LED IMAGES. OPTICAL FILM TO CONCEAL LED IMAGES AND PROVIDE EVEN ILLUMINATION. LONG-LIFE LEDS SHALL PROVIDE 50,000 HOUR LAMP LIFE. LED DRIVER SHALL DELIVER FULL RANGE DIMMING FROM 0-10 VOLT SIGNAL. LITHONIA #2VTL4-60L-ADP-EZ1-LP840 OR EQUAL BY LIGHTOLIER, COOPER OR HUBBELL LIGHTING | 6000 LUMEN OUTPUT LED ARRAY, 4000K |

LIGHTING FIXTURE NOTES

- 1. LIGHT FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- 2. USE EXISTING LIGHTING CONTROLS. ADD DIMMING SWITCHES AND WIRING FOR THE SPACE AS SHOWN ON THIS SHEET.
- 3. REMOVING EXISTING LIGHT FIXTURES AND MISCELLANEOUS RELATED MATERIALS. THE CONTRACTOR WILL BE RESPONSIBLE FOR DISPOSAL OF THE FLUORESCENT LIGHT BULBS, AND THE CITY WILL FURNISH DUMPSTERS FOR DISPOSAL OF ALL OTHER MATERIALS INCLUDING DEMOLITION DEBRIS AND PACKAGING.

FINISH LEGEND

| CODE  | MATERIAL                | MANUFACTURER        | STYLE                    | COLOR                 | SIZE  | LOCATIONS                                                                | REMARKS          |
|-------|-------------------------|---------------------|--------------------------|-----------------------|-------|--------------------------------------------------------------------------|------------------|
| ACT-1 | ACOUSTICAL CEILING TILE | CERTAINTEED         | SYMPHONY F (1342F-10F-1) | WHITE MEDIUM FISSURED | 24X24 | SCADA ADMIN OFFICE & LAB SUPERVISOR                                      | WHITE GRID       |
| RTF-1 | RESILIENT TILE FLOOR    | EF CONTRACT         | MELANGE EFCM5 (5MM)      | PHANTOM 006           | 9X48  | SCADA ADMIN OFFICE & LAB SUPERVISOR                                      |                  |
| RB-1  | RESILIENT BASE          | JOHNSONITE OR EQUAL | MANDELAY                 | BLACK                 | 4.25" | SCADA ADMIN & LAB SUPERVISOR OFFICE                                      | BOXES / NOT ROLL |
| P-1   | PAINT                   | SHERWIN WILLIAMS    | SEMI-GLOSS               | PEPPERCORN            |       | SCADA ADMIN OFFICE                                                       |                  |
| P-2   | PAINT                   | SHERWIN WILLIAMS    | EGGSHELL                 | WHITE                 |       | LAB SUPERVISOR OFFICE NORTH, EAST, SOUTH WALLS ONLY & LOWER-LEVEL OFFICE |                  |
| P-3   | PAINT                   | SHERWIN WILLIAMS    | SEMI-GLOSS               | INKY BLUE             |       | LAB SUPERVISOR OFFICE WEST WALL ONLY                                     |                  |

18015 FL02

|                   |    |
|-------------------|----|
| SCALE: 1/8"=1'-0" |    |
| REF'D FROM:       | TS |

Ground And First Floor New Work Plans

PROJECT  
CITY OF ANN ARBOR  
INTERIOR RENOVATION  
919 Sunset Road  
Ann Arbor MI 48103

| REVISIONS / ADDENDA:     |
|--------------------------|
| -- --                    |
| -- --                    |
| -- --                    |
| SCALE:                   |
| APPROVED BY: ---         |
| DRAWN BY: ---            |
| DATE:<br>Bid/Permit      |
| PROJECT NUMBER:          |
| DRAWING NUMBER:<br>A1.01 |

## **BID FORM - PRICING**

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

Notes:

1. All bidders shall provide a Unit Price and Total Price for all bid items specified.
2. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices below. Work shall be determined based upon the availability of funds.
3. Contract shall be awarded based on the combination of bid items the City believes to be in its best interest.
4. Any item not provided in the following list shall be considered incidental.

Bid Items

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract which is anticipated to be ninety (90) days or upon completion.

| Item                                      | Item Description                            | Unit     | Quantity | Unit Cost | Extended Cost |
|-------------------------------------------|---------------------------------------------|----------|----------|-----------|---------------|
| 1                                         | SCADA Administrator Office Renovations      | Lump Sum | 1        |           |               |
| 2                                         | Lab Supervisor Office Renovations           | Lump Sum | 1        |           |               |
| 3                                         | Drywall Repair <sup>1</sup>                 | \$/SF    | 50       |           |               |
| 4                                         | Miscellaneous Repair Allowance <sup>2</sup> | ALW      | 1        | \$10,000  | \$10,000      |
| <b>TOTAL BASE BID (ITEMS 1 THROUGH 4)</b> |                                             |          |          |           |               |

1. Allowable quantity of Drywall Repairs is estimated to be approximately 50 SF and will require temporary relocation of shelving, furniture and reinstallation. Contractor will be paid for actual quantity of drywall repair completed in accordance with Unit Price.
2. A Miscellaneous Repair Allowance shall be included in the Contract Price for miscellaneous repairs, resolving unforeseen conditions, and additional drywall repairs beyond what is included in Item 3 in the Bid Form. This allowance shall only be used to pay for additional and necessary work as approved by the City. At Project Closeout, any amount remaining in Allowances shall be credited to the City by Change Order.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: \_\_\_\_\_

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

## **BID FORM – REFERENCES**

Please list at least three (3) references with whom you have had similar contracts during the past three (3) years.

1.     Company or City \_\_\_\_\_  
          Contact Name       \_\_\_\_\_   
          Telephone Number \_\_\_\_\_  
          E-mail               \_\_\_\_\_
  
2.     Company or City \_\_\_\_\_  
          Contact Name       \_\_\_\_\_   
          Telephone Number \_\_\_\_\_  
          E-mail               \_\_\_\_\_
  
3.     Company or City \_\_\_\_\_  
          Contact Name       \_\_\_\_\_   
          Telephone Number \_\_\_\_\_  
          E-mail               \_\_\_\_\_

## **APPENDIX A - SAMPLE CONTRACT**

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

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

#### **1. DEFINITIONS**

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

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

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

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

**Project** means [TBD].

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

#### **2. DURATION**

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

#### **3. SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and otherwise to comply with the requirements of Chapter 23.

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

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

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

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

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

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

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

## **10. ASSIGNMENT**

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

## **11. TERMINATION OF AGREEMENT**

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

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

## **12. REMEDIES**

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

### **13. NOTICE**

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

If Notice is sent to Contractor:

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

If Notice is sent to the City:

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

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

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

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

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

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

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

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

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

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

## **17. SEVERABILITY OF PROVISIONS**

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

## **18. EXTENT OF AGREEMENT**

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

## **19. ELECTRONIC TRANSACTION**

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

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

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

SAMPLE

[TBD]

**CITY OF ANN ARBOR**

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

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

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

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

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

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

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

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

**Approved as to form:**

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

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

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

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

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

**EXHIBIT B**  
**Compensation**



## Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

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

# CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

## Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

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

The Contractor agrees:

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

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

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

|                                        |      |
|----------------------------------------|------|
| Signature of Authorized Representative | Date |
|----------------------------------------|------|

---

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

---

Address, City, State, Zip

---

Phone/Email Address

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

# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

|                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here <input type="checkbox"/> No. of employees _____</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$17.08/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

***Check the applicable box below which applies to your workforce***

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$17.08 per hour**

If the employer provides health care benefits\*

**\$19.04 per hour**

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

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

## ENFORCEMENT

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

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

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

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

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

## CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides 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. Where the contract and the Ann Arbor City Code 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 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

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

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

\_\_\_\_\_  
Date

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

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

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

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

|                                                     |  |  |  |  |                     |  |  |  |  |                          |  |  |  |  |                 |  |  |  |  |
|-----------------------------------------------------|--|--|--|--|---------------------|--|--|--|--|--------------------------|--|--|--|--|-----------------|--|--|--|--|
| (1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) |  |  |  |  |                     |  |  |  |  | (2) ADDRESS              |  |  |  |  |                 |  |  |  |  |
| (3) PAYROLL NO.                                     |  |  |  |  | (4) FOR WEEK ENDING |  |  |  |  | (5) PROJECT AND LOCATION |  |  |  |  | (6) CONTRACT ID |  |  |  |  |

| (a)                           | (b)                 | (c)       | (d) DAY AND DATE        | (e)                    | (f)                 | (g)                        | (h)                                         | (i)                                | (j) DEDUCTIONS |         |       |       |              |                                      | (k) |
|-------------------------------|---------------------|-----------|-------------------------|------------------------|---------------------|----------------------------|---------------------------------------------|------------------------------------|----------------|---------|-------|-------|--------------|--------------------------------------|-----|
| EMPLOYEE INFORMATION          | WORK CLASSIFICATION | Hour Type | HOURS WORKED ON PROJECT | TOTAL HOURS ON PROJECT | PROJECT RATE OF PAY | PROJECT RATE OF FRINGE PAY | GROSS PROJECT EARNED<br>GROSS WEEKLY EARNED | TOTAL WEEKLY HOURS WORKED ALL JOBS | FICA           | FEDERAL | STATE | OTHER | TOTAL DEDUCT | TOTAL WEEKLY WAGES PAID FOR ALL JOBS |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |
| ETH/GEN: ID #: GROUP/CLASS #: |                     | S         |                         |                        |                     |                            |                                             |                                    |                |         |       |       |              |                                      |     |
| NAME:                         |                     |           |                         |                        |                     |                            | \$0.00                                      |                                    |                |         |       |       |              |                                      |     |
|                               |                     |           |                         |                        |                     |                            |                                             |                                    |                |         |       |       | \$0.00       | \$0.00                               |     |

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said\_\_\_\_\_ from the full  
(Contractor or Subcontractor)weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐
- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
- 
- the above referenced payroll, payments of fringe benefits as listed in the contract
- 
- have been or will be made to appropriate programs for the benefit of such
- 
- employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐
- Each laborer or mechanic listed in the above referenced payroll has been paid,
- 
- as indicated on the payroll, an amount not less than the sum of the applicable
- 
- basic hourly wage rate plus the amount of the required fringe benefits as listed
- 
- in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

|          |  |
|----------|--|
| REMARKS: |  |
|----------|--|

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|                |           |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.